

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Xi Jing Chen and Chao Rong Wu individually and on
behalf of all other employees similarly situated,

Plaintiff,

- against -

C.H. Supermarket, Inc, d/b/a CJ Food Mart, L.X.W.H.C.
Supermarket Inc. d/b/a CJ Food Mart, “Ah-zhen” “Doe”
(last name unknown), “Ah-cheng” “Doe” (last name
unknown), “Ah-Peng” “Doe” (last name unknown), and
“John” (first name unknown) Lin

Defendants.

Case No.

**COLLECTIVE & CLASS
ACTION COMPLAINT**

Plaintiffs Xi Jing Chen and Chao Rong Wu (“Plaintiffs” collectively), on their own behalf and on behalf of all others similarly situated, by and through their undersigned attorneys, Hang & Associates, PLLC, hereby files this complaint against the Defendants C.H. Supermarket, Inc, d/b/a CJ Food Mart, L.X.W.H.C. Supermarket Inc., d/b/a CJ Food Mart. “Ah-zhen” “Doe” (last name unknown), “Ah-cheng” “Doe” (last name unknown), “Ah-Peng” “Doe” (last name unknown), and “John” (first name unknown) Lin (collectively “Defendants”), alleges and shows the Court the following:

INTRODUCTION

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

2 Upon information and belief, Defendants have willfully and intentionally committed widespread violations of the FLSA and NYLL by engaging in a pattern and practice of failing to pay their employees, including Plaintiffs, compensation for all hours worked, including overtime compensation for all hours worked over forty (40) each workweek.

3. Plaintiffs alleges pursuant to the FLSA, that they are entitled to recover from the Defendants: (1) unpaid minimum wages and overtime wages, (2) liquidated damages, (3) prejudgment and post-judgment interest; and (4) attorneys' fees and costs.

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

JURISDICTION AND VENUE

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

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

PLAINTIFFS

7. Xi Jing Chen is a resident of Queens County, New York and was employed as a meat department sales clerk by C.H. Supermarket, Inc. and L.X.W.H.C. Supermarket Inc. located at 40-33 Main St. Flushing, New York 11354 from December 2014 to September 19, 2016.
8. Chao Rong Wu is a resident of Queens County, New York and was employed as a meat department sales clerk by C.H. Supermarket, Inc. and L.X.W.H.C. Supermarket Inc. located at 40-33 Main St. Flushing, New York 11354 from February 1, 2016 to December 11, 2016 and again from February 13, 2017 to January 14, 2018.

DEFENDANTS

9. Upon information and belief, Defendant, C.H. Supermarket Inc. owns and operates a supermarket in Queens located at 40-33 Main St. Flushing, New York 11354.
10. Upon information and belief, Defendant, C.H. Supermarket Inc. had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, C.H. Supermarket Inc. purchased and handled goods moved in interstate commerce.
11. Upon information and belief, Defendant, L.X.W.H.C. Supermarket Inc. owns and operates a supermarket in Queens located at 40-33 Main St. Flushing, New York 11354.
12. Upon information and belief, Defendant, L.X.W.H.C. Supermarket Inc. had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, L.X.W.H.C. Supermarket Inc. purchased and handled goods moved in interstate commerce.

13. Upon information and belief, Defendant “Ah-zhen” “Doe” (last name unknown) is an owner, officer, director and/or managing agent of C.H. Supermarket Inc., located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Food Mart 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 C.H. Supermarket Inc.
14. Upon information and belief, Defendant “Ah-zhen” “Doe” (last name unknown) owns the stock of C.H. Supermarket 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.
15. Upon information and belief, Defendant “Ah-zhen” “Doe” (last name unknown) is an owner, officer, director and/or managing agent of L.X.W.H.C. Supermarket Inc. located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Food Mart 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 L.X.W.H.C. Supermarket Inc.
16. Upon information and belief, Defendant “Ah-zhen” “Doe” (last name unknown) owns the stock of L.X.W.H.C. Supermarket 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.

17. Upon information and belief, Defendant “Ah-cheng” “Doe” (last name unknown) is an owner, officer, director and/or managing agent of C.H. Supermarket Inc., located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Food Mart 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 C.H. Supermarket Inc.
18. Upon information and belief, Defendant “Ah-cheng” “Doe” (last name unknown) owns the stock of both C.H. Supermarket 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.
19. Upon information and belief, Defendant “Ah-cheng” “Doe” (last name unknown) is an owner, officer, director and/or managing agent of L.X.W.H.C. Supermarket Inc., located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Supermarket 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 L.X.W.H.C. Supermarket Inc.
20. Upon information and belief, Defendant “Ah-cheng” “Doe” (last name unknown) owns the stock of L.X.W.H.C. Supermarket 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.

21. Upon information and belief, Defendant “Ah-Peng” “Doe” (last name unknown) is an owner, officer, director and/or managing agent of C.H. Supermarket Inc., located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Food Mart 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 , C.H. Supermarket Inc.
22. Upon information and belief, Defendant “Ah-Peng” “Doe” (last name unknown) owns the stock of CJ Supermarket 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.
23. Upon information and belief, Defendant “Ah-Peng” “Doe” (last name unknown) is an owner, officer, director and/or managing agent of L.X.W.H.C. Supermarket Inc., located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Food Mart 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 L.X.W.H.C. Supermarket Inc.
24. Upon information and belief, Defendant “Ah-Peng” “Doe” (last name unknown) owns the stock of L.X.W.H.C. Supermarket 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.

25. Upon information and belief, Defendant “John” (first name unknown), Lin is an owner, officer, director and/or managing agent of C.H. Supermarket Inc., located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Food Mart 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 , C.H. Supermarket Inc.
26. Upon information and belief, Defendant “John” (first name unknown), Lin owns the stock of CJ Supermarket 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.
27. Upon information and belief, Defendant “John” (first name unknown), Lin is an owner, officer, director and/or managing agent of L.X.W.H.C. Supermarket Inc., located at 40-33 Main St. Flushing, New York 11354 and participated in the day-to-day operations of CJ Food Mart 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 L.X.W.H.C. Supermarket Inc.
28. Upon information and belief, Defendant “John” (first name unknown), Lin owns the stock of L.X.W.H.C. Supermarket 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.

29. At all times relevant herein, C.H. Supermarket Inc. and L.X.W.H.C. Supermarket Inc. were, respectively, and continues to be, an “enterprise engaged in commerce” within the meaning of FLSA.
30. At all relevant times, the work performed by Plaintiffs were directly essential to the business operated by, C.H. Supermarket Inc. and L.X.W.H.C. Supermarket Inc.
31. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiffs their lawfully earned overtime compensation and spread-of-hour premiums, and failed to provide them paystubs and a wage notice at the time of hiring in violation of the NYLL.
32. Plaintiffs have fulfilled all conditions precedent to the institution of this action and/or conditions have been waived.

STATEMENT OF FACTS

33. Defendants committed the following alleged acts knowingly, intentionally and willfully.
34. Defendants knew that the nonpayment of overtime pay, spread of hours pay, and failure to provide the required wage notice at the time of hiring would financially injure Plaintiffs and similarly situated employees and violate state and federal laws.

PLAINTIFF XI JIN CHEN

35. From December 2014 to September 19, 2016, Plaintiff was hired by Defendants to work as a meat sales clerk at the Meat Department of Defendants’ Supermarket located at 40-33 Main St. Flushing, New York 11354, his duties included but not limited to preparing and selling meat products to the customer, moving and organizing meat products.
36. Throughout his employment with the Defendants, Plaintiff worked six (6) days a week, he usually had Thursdays off. He usually worked the evening shift from 7:30am until 5:45pm,

rarely did he work the morning shift, which was from 7:30am until 4:45pm. Plaintiff was required to work during his meal time and he had no breaks during these work shifts. Plaintiff thus worked approximately ten-hours and fifteen minutes (10.25) per day or, sixty-one and a half (61.5) hours per week.

37. The Defendants provided one free meal per day to the Plaintiff.

38. All compensations were made in cash.

39. The Plaintiff clocked in and out using a time keeping device at Defendant's business located at 40-33 Main St. Flushing, New York 11354.

40. From December 2014 to December 2015 the Plaintiff received a fixed wage of \$504 per week regardless of how many hours the Plaintiff worked.

41. From January 2016 to September 19, 2016 the Plaintiff received a fixed wage of \$514 per week regardless of how many hours the Plaintiff worked.

PLAINTIFF CHAO RONG WU

42. From February 1, 2016 to December 11, 2016, Plaintiff was hired by Defendants to work as a meat sales clerk at the Meat Department of Defendants' Supermarket located at 40-33 Main St. Flushing, New York 11354, his duties included but not limited to preparing and selling meat products to the customer, moving and organizing meat products.

43. From February 13, 2017 to January 14, 2018, Plaintiff was again hired by Defendants to work as a meat sales clerk at the Meat Department of Defendants' Supermarket located at 40-33 Main St. Flushing, New York 11354, his duties included but not limited to preparing and selling meat products to the customer, moving and organizing meat products.

44. Throughout his employment with the Defendants, Plaintiff worked six (6) days a week, he had one day off each week on either Monday, Tuesday or Wednesday. He routinely

worked from 7:30am to 6:30pm. Plaintiff was not given break time nor meal time while working for the Defendants. Plaintiff thus worked approximately eleven hours (11) per day, or sixty-six (66) hours per week.

45. Defendants paid the Plaintiff a fixed wage of \$800 per week throughout the above periods, regardless of how many hours the Plaintiff worked.
46. Defendants paid the Plaintiff with a mix of cash and checks, typically split up into \$360 in cash and \$440 by checks.
47. The Plaintiff punched in and out of his work shift by typing a number into a computer at Defendant's business located at 40-33 Main St. Flushing, New York 11354.
48. Defendants did not compensate Plaintiffs for minimum wage according to state and federal laws.
49. Defendants did not compensate Plaintiffs for overtime compensation according to state and federal laws.
50. Plaintiffs and the New York Class Members' workdays always lasted longer than 10 hours.
51. Plaintiffs were not compensated for New York's "spread of hours" premium for shifts that lasted longer than ten (10) hours.
52. Defendants knew that the nonpayment of overtime and the "spread of hours" premium would economically injure Plaintiffs and the Class Members by their violation of federal and state laws.
53. Defendants did not provide Plaintiff with a wage notice at the time of hiring.
54. Defendants did not provide Plaintiffs and other Class members with written notices about the terms and conditions of their employment upon hire in relation to their rate of pay,

regular pay cycle and rate of overtime pay. These notices were similarly not provided upon Plaintiff's and other Class members' pay increase(s).

55. Defendants committed the foregoing acts against the Plaintiff, the FLSA Collective Plaintiffs, and the Class.

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

COLLECTIVE ACTION ALLEGATIONS

57. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiffs and other similarly situated employees either the FLSA overtime rate (of time and one-half), or the New York State overtime rate (of time and one-half), in violation of the FLSA and New York Labor Law and the supporting federal and New York State Department of Labor Regulations.

58. Defendants knowingly and willfully operated their business with a policy of not paying the New York State "spread of hours" premium to Plaintiffs and other similarly situated employees.

59. Plaintiffs 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 who failed to receive overtime compensation or spread-of-hours pay for all hours worked in excess of forty (40) hours per week (the "Collective Action Members"), 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.

60. 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 forty (40) Collective Action members, who have worked for or have continued to work for the Defendants during the Collective Action Period, most of whom would not likely file individual suits because they fear retaliation, lack adequate financial resources, access to attorneys, or knowledge of their claims. Therefore, Plaintiffs submits that this case should be certified as a collection action under the FLSA, 29 U.S.C. §216(b).

61. Plaintiffs 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. Plaintiffs have no interests that are contrary to or in conflict with those members of this collective action.

62. 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.

63. 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.

64. Questions of law and fact common to members of the collective action predominate over questions that may affect only individual members because Defendants have acted on grounds generally applicable to all members. Among the questions of fact common to Plaintiffs and other Collective Action Members are:
- a. Whether the Defendants employed Collective Action members within the meaning of the FLSA;
 - b. Whether the Defendants failed to pay the Collective Action Members overtime wages for all hours worked above forty (40) each workweek in violation of the FLSA and the regulation promulgated thereunder;
 - c. Whether the Defendants failed to pay the Collective Action Members spread of hours payment for each day an employee worked over 10 hours;
 - d. Whether the Defendants failed to provide the Collective Action Members with a wage notice at the time of hiring as required by the NYLL;
 - e. Whether the Defendants' violations of the FLSA are willful as that term is used within the context of the FLSA; and,
 - f. 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.
65. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a collective action.
66. Plaintiffs and others similarly situated have been substantially damaged by Defendants' unlawful conduct.

CLASS ACTION ALLEGATIONS

67. Plaintiffs bring their NYLL claims pursuant to Federal Rules of Civil Procedure (“F. R. C. P.”) Rule 23, on behalf of all non-exempt persons employed by Defendants at Eight Star Inc. on or after the date that is six years before the filing of the Complaint in this case as defined herein (the “Class Period”).
68. All said persons, including Plaintiffs, are referred to herein as the “Class.” The Class members are readily ascertainable. The number and identity of the Class members are determinable from the records of Defendants. The hours assigned and worked, the positions held, and the rate of pay for each Class Member is also determinable from Defendants’ records. For purpose of notice and other purposes related to this action, their names and addresses are readily available from Defendants. Notice can be provided by means permissible under said F.R.C.P 23.
69. 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.
70. Plaintiffs’ claims are typical of those claims which could be alleged by any member of the Class, and the relief sought is typical of the relief that would be sought by each member of the Class in separate actions. All the Class members were subject to the same corporate practices of Defendants, as alleged herein, of failing to pay overtime 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. Plaintiffs and other Class members sustained similar losses, injuries and damages arising from the same unlawful policies, practices and procedures.

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

72. 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.

73. 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.

74. There are questions of law and fact common to the Class which predominate over any questions affecting only individual class members, including:

- a. Whether Defendants employed Plaintiffs and the Class within the meaning of the New York law;
- b. Whether Plaintiffs and Class members are entitled to overtime under the New York Labor Law;
- c. 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;
- d. Whether the Defendants provided wage notices at the time of hiring to Plaintiff and class members as required by the NYLL;
- e. At what common rate, or rates subject to common method of calculation were and are the Defendants required to pay the Class members for their work

STATEMENT OF CLAIM

COUNT I

(Fair Labor Standards Act-Unpaid Minimum Wages)

75. Plaintiffs repeat the preceding allegations and incorporates the same herein as if set forth in detail.
76. 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).
77. At all relevant times, Plaintiffs were employed as an “employee” of the Defendants within the meaning of FLSA.
78. Upon information and belief, at all relevant times, Defendants have had gross revenues in excess of \$500,000.
79. The FLSA provides that any employer engaged in commerce shall pay employees the applicable minimum wage. 29 U.S.C. § 206(a).
80. At all relevant times, Defendants had a policy and practice of refusing to pay the statutory minimum wage to Plaintiff for some or all of the hours he worked.
81. 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.
82. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by failing to compensate Plaintiff at the statutory minimum wage when they

knew or should have known such was due and that failing to do so would financially injure Plaintiff.

COUNT II
(New York Labor Law-Unpaid Minimum Wages)

83. Plaintiffs repeat the preceding allegations and incorporates the same herein as if set forth in detail.

84. At all relevant times, plaintiffs were employed by Defendants within the meaning of New York Labor Law §§2 and 651.

85. 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.

86. Defendants knowingly and willfully violated Plaintiffs' rights by failing to pay him minimum wages in the lawful amount for hours worked.

COUNT III
[Violation of Fair Labor Standards Act – Overtime]

87. Plaintiffs 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.

88. At all relevant times, the Defendants had a policy and practice of refusing to pay overtime compensation to their employees for their hours worked in excess of forty hours per workweek.

89. As a result of the Defendants' willful failure to compensate their employees, including Plaintiffs and the Collective Action members, at a rate not less than one and one-half times

the regular rate of pay for work performed in excess of forty hours in a workweek, the Defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201 *et seq.*, including 29 U.S.C. §§ 207(a) (1) and 215(a), including the federal minimum wage.

90. As a result of the Defendants' failure to record, report, credit and/or compensate their employees, including Plaintiffs and the Collective Action members, the Defendants have failed to make, keep and preserve records with respect to each of their employees sufficient to determine the wages, hours and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§201, *et seq.*, including 29 U.S.C. §§ 211(c) and 215(a).

91. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

92. Due to Defendants' FLSA violations, Plaintiffs, on behalf of himself and the Collective Action members, is entitled to recover from Defendants their unpaid wages, their unpaid minimum wages, their unpaid overtime compensation, an additional amount equal as liquidated damages, additional liquidated damages for unreasonably delayed payment of wages, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

COUNT IV
[Violation of New York Labor Law – Overtime]

93. Plaintiffs on behalf of himself 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.

94. Defendants willfully violated Plaintiffs' rights and the rights of the members of the Class by failing to pay them overtime compensation at rates not less than 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 the New York Labor Law and its regulations.

95. The Defendants' New York Labor Law violations have caused Plaintiffs and the members of the Class irreparable harm for which there is no adequate remedy at law.

96. Due to the Defendants' New York Labor Law violations, Plaintiffs and the members of the Class are entitled to recover from Defendants their unpaid wages, and unpaid overtime compensation, damages for unreasonably delayed payment of wages, reasonable attorneys' fees and costs and disbursements of the action, pursuant to New York Labor Law § 663(1) et al.

COUNT V
[Violation of New York Labor Law—Spread of Hour Pay]

97. Plaintiffs re-allege 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 Plaintiffs 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. Plaintiffs on behalf of himself 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 Plaintiffs at the time of hiring a notice containing the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer in accordance with section one hundred ninety-one of this article; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer’s main office or principal place of business, and a mailing address if different; the telephone number of the employer, and anything otherwise required by law; in violation of the NYLL, § 195(1).

102. Due to the Defendants’ violation of the NYLL, § 195(1), the Plaintiffs are entitled to recover from the Defendants liquidated damages of \$50.00 per workday that the violation occurred, up to a maximum of \$5000.00, reasonable attorney’s fees, and costs and disbursements of the action, pursuant to the NYLL, § 198(1-b).

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

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

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

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

106. Defendants have failed to make a good faith effort to comply with the New York Labor Law with respect to compensation of each Plaintiff, and did not provide the paystub

on or after Plaintiff's payday.

107. Due to Defendants' violations of New York Labor Law, Plaintiff is entitled to recover from Defendants, jointly and severally, \$250 for each workday of the violation, up to \$5,000 for each Plaintiff together with costs and attorneys' fees pursuant to New York Labor Law N.Y. Lab. Law §198(1-d).

Prayer For Relief

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

- a) Authorizing plaintiffs at the earliest possible time to give notice of this collective action, or that the court issue such notice, to all persons who are presently, or have been employed by defendants as non-exempt tipped or non-tipped employees. Such notice shall inform them that the civil notice has been filed, of the nature of the action, of their right to join this lawsuit if they believe they were denied proper hourly compensation and premium overtime wages;
- b) Certification of this case as a class action pursuant to rule 23 of the federal rules of civil procedure;
- c) Designation of Plaintiffs as representatives of the Rule 23 Class, and counsel of record as Class counsel;
- d) Certification of this case as a collective action pursuant to FLSA;
- e) Issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims and state claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b), and appointing 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 C.H, Supermarket Inc. and L.X.W.H.C. Supermarket 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 overtime 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 April 9, 2011 under NY Wage Theft Prevention Act, and interest;

i) An award of unpaid “spread of hours” premium due under the New York Labor Law;

j) An award of unpaid agreed-upon wages due under New York Labor Law and all applicable theories of contract and equity;

k) An award of the Plaintiffs’ actual unreimbursed expenses due to the Plaintiff;

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

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

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

- o) 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;
- p) The cost and disbursements of this action;
- q) An award of prejudgment and post-judgment fees;
- r) 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
- t) Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

Dated: Flushing, New York

January 31, 2018

HANG & ASSOCIATES, PLLC.

/s/ Lian Zhu

Lian Zhu, Esq.
136-20 38th Avenue, Suite 10G
Flushing, New York 11354
Tel: 718.353.8588
lzu@hanglaw.com
Attorneys for Plaintiffs

EXHIBIT 1

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

I am an employee currently or formerly employed by C.H. SUPERMARKET, INC. d/b/a C.H. SUPERMARKET and/or related entities. I consent to be a plaintiff in an action to collect unpaid wages. I agree that I am bound by the terms of the Contingent Fee Retainer signed by the named plaintiff in this case.

chen xijin
Full Legal Name (Print)

chen xijin
Signature

2018.1.30
Date

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

I am an employee currently or formerly employed by C.H. SUPERMARKET, INC. d/b/a C.H. SUPERMARKET and/or related entities. I consent to be a plaintiff in an action to collect unpaid wages. I agree that I am bound by the terms of the Contingent Fee Retainer signed by the named plaintiff in this case.

C. W. G. / 2018
Full Legal Name (Print)

C. W. G. / 2018
Signature

1/30/2018
Date

JS 44 (Rev. 11/27/17)

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

Xi Jing Chen and Chao Rong Wu, individually and on behalf of all others similarly situated,

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

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

DEFENDANTS

C.H. Supermarket, Inc, d/b/a CJ Food Mart, L.X.W.H.C. Supermarket Inc. d/b/a CJ Food Mart, "Ah-zhen""Doe"(last name unknown)," Ah-cheng""Doe"(last name unknown),"Ah-peng" et al

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 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)

Click here for: Nature of Suit Code Descriptions.

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	<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"/> 69C Other LABOR <input checked="" type="checkbox"/> 71c Fair Labor Standards Act <input type="checkbox"/> 72c Labor/Management Relations <input type="checkbox"/> 74c 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"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <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 <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	CIVIL RIGHTS <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	PRISONER PETITIONS 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):
FLSA 29 USC 216(b)

Brief description of cause:
UNPAID WAGES FOR OVERTIME OF WORK

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: 02/01/2018 SIGNATURE OF ATTORNEY CF RECORD: s/ Lian Zhu

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, Lian Zhu, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

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

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

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

N/A

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

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

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

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

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

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

BAR ADMISSION

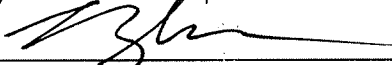
I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

- Yes No

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

- Yes (If yes, please explain No

I certify the accuracy of all information provided above.

Signature: 

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Xi Jing Chen and Chao Rong Wu individually and on behalf of all other employees similarly situated,

Plaintiff(s)

v.

C.H. Supermarket, Inc, d/b/a CJ Food Mart, L.X.W.H.C. Supermarket Inc. d/b/a CJ Food Mart, "Ah-zhen""Doe"(last name unknwon), "Ah-cheng""Doe"(last name unknwon), "Ah-peng"" et al

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) C.H. Supermarket, Inc., CJ Food Mart, L.X.W.H.C. Supermarket Inc., CJ Food Mart, "Ah-zhen" "Doe" (last name unknwon), "Ah-cheng" "Doe" (last name unknwon), "Ah-Peng" "Doe" (last name unknwon), and "John" (first name unknown) Lin 40-33 Main St. Flushing, New York 11354

A lawsuit has been filed against you.

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

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

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

DOUGLAS C. PALMER CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [CJ Food Mart Pegged with Former Employees' Wage and Hour Suit](#)
