

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

JUN WANG, CHANG LAN SHI, individually and on
behalf all other employees similarly situated,

Plaintiff,

- against -

RR NAILS SPA, LLC. d/b/a “Will Nails”, WILL NAILS,
INC. d/b/a “Will Nails”, RONG HUA BAO and WILL
SHI

Defendants.

Case No. 1:16-cv-1332 (GTS/CFH)

COLLECTIVE ACTION
COMPLAINT AND JURY
TRIAL DEMAND

Plaintiff JUN WANG (“Wang”) and CHANG LAN SHI (“Shi”) (Collectively “Plaintiffs”) 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 RR NAILS SPA, LLC. d/b/a “Will Nails”, WILL NAILS, INC. d/b/a “Will Nails” (collectively “Will Nails”), RONG HUA BAO and WILL SHI (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 overtime compensation for all hours worked over forty (40) each workweek.

3. Plaintiffs allege pursuant to the FLSA, that they are entitled to recover from the Defendants: (1) unpaid minimum wage, (2) overtime wages, (3) liquidated damages, (4) prejudgment and post-judgment interest; and (5) 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 (2) unpaid overtime compensation, (3) unpaid "spread of hours" premium for each day they worked ten (10) or more hours, (4) compensation for failure to provide wage notice at the time of hiring and failure to provide paystubs in violation of the NYLL (5) liquidated damages equal to the sum of unpaid "spread of hours" premium, unpaid overtime pursuant to the NY Wage Theft Prevention Act; (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 Northern 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. Plaintiff Jun Wang is a resident of Saratoga County and was employed as a beauty service professional by Will Nails located at 1525 U.S. 9 #3, Clifton Park, NY 12065 from March 2014 to June 26, 2016.

8. Plaintiff Chang Lan Shi is a resident of Queens and was also employed as a beauty service professional by Will Nails located at 1525 U.S. 9 #3, Clifton Park, NY 12065, she worked for the Defendants first from February 2014 to November 2014 and then from March 2015 to present.

DEFENDANTS

9. Upon information and belief, Defendant, RR NAILS SPA, LLC. owns and operates a Nail Salon named Will Nails located at 1525 U.S. 9 #3, Clifton Park, NY 12065.

10. Upon information and belief, Defendant, RR NAILS SPA, LLC. had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, RR NAILS SPA, LLC. purchased and handled goods moved in interstate commerce.

11. Upon information and belief, Defendant Rong Hua Bao is the owner, officer, director and/or managing agent of RR NAILS SPA, LLC at 1525 U.S. 9 #3, Clifton Park, NY 12065 and participated in the day-to-day operations of Will Nails 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 RR NAILS SPA, LLC.

12. Upon information and belief, Defendant Rong Hua Bao owns the stock of RR NAILS SPA, LLC. and manages and makes all business decisions including but not limited to the amount in salary the employee will receive and the number of hours employees will work. (See Exhibit 2).

13. Upon information and belief, Defendant Will Shi is the owner, officer, director and/or managing agent of RR NAILS SPA, LLC at 1525 U.S. 9 #3, Clifton Park, NY 12065 and participated in the day-to-day operations of Will Nails 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 RR NAILS SPA, LLC.

14. Upon information and belief, Defendant Will Shi owns the stock of RR NAILS SPA, LLC. and manages and makes business decisions including but not limited to the amount in salary the employee will receive and the number of hours employees will work. (See Exhibit 2).

15. Upon information and belief, Defendant, WILL NAILS, INC. owns and operates a Nail Salon named Will Nails located at 1525 U.S. 9 #3, Clifton Park, NY 12065.

16. Upon information and belief, Defendant, WILL NAILS, INC. has gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, WILL NAILS, INC. purchased and handled goods moved in interstate commerce.

17. Upon information and belief, Defendant Rong Hua Bao was or is the owner, officer, director and/or managing agent of WILL NAILS, INC. at 1525 U.S. 9 #3, Clifton Park, NY 12065 and participated in the day-to-day operations of Will Nails 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 WILL NAILS, INC..

18. Upon information and belief, Defendant Rong Hua Bao owns the stock of WILL NAILS, 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. (See Exhibit 2).

19. Upon information and belief, Defendant Will Shi was or is the owner, officer, director and/or managing agent of WILL NAILS, INC. at 1525 U.S. 9 #3, Clifton Park, NY 12065 and participated in the day-to-day operations of Will Nails 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 WILL NAILS, INC..

20. Upon information and belief, Defendant Will Shi owns the stock of WILL NAILS, 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. (See Exhibit 2).

21. Corporate Defendants are considered the same employer under the New York Anti-Shirt Changer Law, NYLL §219.4, because “employees or the subsequent employer are engaged in substantially the same work in substantially the same working conditions under substantially the same supervisors.”

22. Upon information and belief, at all times relevant to this action, Corporate Defendants do business as joint employers concurrently or as successor employers or both because they share concurrently and/or intermittently the same ownership (the same Manager/Owner Defendants), management, control over personnel hiring, firing, payment of employees.

23. At all times relevant herein, RR NAILS SPA, LLC was, and continues to be, an “enterprise engaged in commerce” within the meaning of FLSA.

24. At all times relevant herein, WILL NAILS, INC was, and continues to be, an “enterprise engaged in commerce” within the meaning of FLSA.

25. At all relevant times, the work performed by Plaintiffs were directly essential to the business operated by RR NAILS SPA, LLC d/b/a Will Nails.

26. At all relevant times, the work performed by Plaintiff was directly essential to the business operated by WILL NAILS, INC d/b/a Wills Nails.

27. 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 with a wage notice at the time of hiring and proper wage statement for each pay period in violation of the NYLL.

28. Plaintiffs have fulfilled all conditions precedent to the institution of this action and/or conditions have been waived.

STATEMENT OF FACTS

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

30. 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 Plaintiff and similarly situated employees and violate state and federal laws.

Plaintiff Chang Lan Shi

31. From February 2014 to November 2014 , and then from March 2015 to present, Shi was hired by Defendants to work as a Beauty Service Professional for Defendants' Nail salon business located at 1525 U.S. 9 #3, Clifton Park, NY 12065.

32. Shi provides beauty services such as manicure, massage, foot spa and waxing.

33. During both periods of her employment with Defendants, Shi generally worked six days a week with one day off on either Monday or Tuesday and occasionally worked seven days a week. From Monday to Saturday, her daily work hour ran from about 9: 30 am to about 8:00 pm (sometimes to 8: 30 pm or even 9:00 pm) without an uninterrupted half-hour meal break for at

least ten and a half hour (10.30) per day. On Sunday, her work hour ran from 10:30 am to 6:00 pm without any uninterrupted break for at least seven and a half (7.30) hours. Shi therefore worked at least sixty (60) hours each week.

34. Shi was compensated by a daily base pay and commission.

35. Shi's average daily commission income is about \$20.

36. From February 2014 to November 2014, Shi's base pay was \$85 per day. From March 2015 to May 2015, her base pay was \$110 per day and that was raised to \$115 per day in June 2015 and was again raised to \$120 in March 2016. Starting from July 2016 until the present, Shi is paid \$130 per day. Shi's daily base pay does not take into consideration of the number of hours she worked and her compensation was made entirely in cash from the beginning of her employment until June 2014 then it was made out by both cash and check.

Plaintiff Jun Wang

37. Plaintiff Jun Wang is a resident of Saratoga County and was employed as a beauty service professional by Will Nails located at 1525 U.S. 9 #3, Clifton Park, NY 12065 from March 2014 to June 26, 2016.

38. Wang provided beauty services such as manicure, massage, foot spa and waxing

39. Throughout his employment with Defendants, Wang generally worked six days a week with one day off on either Monday or Tuesday and occasionally worked seven days a week. From Monday to Saturday, her daily work hour ran from about 9:30 am to about 8:00 pm (sometimes to 8:30 pm or even 9:00 pm) without an uninterrupted half-hour meal break for at least ten and a half hour (10.30) per day. On Sunday, her work hour ran from 10:30 am to 6:00 pm without any uninterrupted break for at least seven and a half (7.30) hours. Wang therefore worked at least sixty (60) hours each week.

40. Wang was compensated by a daily base pay and commission.

41. Wang's average daily commission income was about \$20.

42. From March 2014 to September 2014, Wang's base pay was \$85 per day and that was raised to \$90 in October 2014, which was again raised to \$95 in May 2015. From April 2016 until June 26, 2016 Wang was paid \$100 per day. Wang's daily base pay does not take into consideration of the number of hours he worked and his compensation was made entirely in cash from the beginning of his employment until June 2014 then it was made out to him by both cash and check.

43. From September 2015, both Shi and Wang were required to sign on fraudulent time records but Defendants' compensation practice, in effect, remained the same.

44. Plaintiffs were not given wage statements for each of their pay period as required by the law.

45. Defendants did not compensate Plaintiffs for overtime compensation according to state and federal laws.

46. Plaintiffs were not compensated for New York's "spread of hours" premium for shifts that lasted longer than ten (10) hours.

47. Defendants did not provide Plaintiffs with a wage notices at the time of their hiring.

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

49. Defendants knew that the nonpayment of minimum wage, overtime and the "spread of hours" premium would economically injure Plaintiffs and the Class Members by their violation of federal and state laws.

50. While employed by Defendants, Plaintiffs were not exempt under federal and state laws requiring employers to pay employees overtime.

51. Plaintiffs and the Collective Members' workdays frequently lasted longer than 10 hours.

52. Defendants did not pay Plaintiffs and other Collective members' New York's "spread of hours" premium for every day in which they worked over 10 hours.

53. Defendants failed to keep full and accurate records of Plaintiffs' hours and wages.

54. Defendants did not provide Plaintiffs and other Collective members with written notices about the terms and conditions of their employment upon hire in relation to their rate of pay, regular pay cycle and rate of overtime pay. These notices were similarly not provided upon Plaintiffs and other Class members' pay increase(s).

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

COLLECTIVE ACTION ALLEGATIONS.

56. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiffs and other similarly situated employees either the FLSA minimum wages, or the New York State minimum wages, in violation of the FLSA and New York Labor Law and the supporting federal and New York State Department of Labor Regulations.

57. 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.

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 at their Nail Salon for up to the last three (3) years, through entry of judgment in this case (the “Collective Action Period”) and whom failed to receive spread-of-hours pay, overtime compensation 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 ten (10) 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 submit 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 have 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.

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 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 minimum wage and 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 terms 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.

STATEMENT OF CLAIMS

COUNT I

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

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

68. 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).

69. At all relevant times, Defendants employed "employees" including Plaintiff, within the meaning of FLSA.

70. Upon information and belief, at all relevant times, Defendants have had gross revenues in excess of \$500,000.

71. The FLSA provides that any employer engaged in commerce shall pay employees the applicable minimum wage. 29 U.S.C. § 206(a).

72. 56. 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.

73. 57. 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.

74. 58. 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]

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

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

77. 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.

78. 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 Plaintiffs and the FLSA Collective]

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

80. 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).

81. 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).

82. Defendants' failure to pay Plaintiffs and the FLSA Collective their overtime pay violated the FLSA.

83. At all relevant times, Defendants had a policy of practice of refusing to pay overtime compensation at the statutory rate of time and a half to Plaintiffs and Collective Action Members for all hours worked in excess of forty (40) hours per workweek, which violated and

continues to violate the FLSA, 29 U.S.C. §§201, et seq., including 29 U.S.C. §§207(a)(1) and 215(a).

84. 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.

85. Defendants willfully failed to notify Plaintiffs and FLSA Collective of the requirements of the employment laws in order to facilitate their exploitation of Plaintiff's and FLSA Collectives' labor.

86. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by their failure to compensate Plaintiffs and Collective Class Members the statutory overtime rate of time and one half for all hours worked in excess of forty (40) per week when they knew or should have known such was due and that failing to do so would financially injure Plaintiff and Collective Action members.

COUNT VI
[Violation of New York Labor Law—Overtime Pay]

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

88. 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.

89. Defendants' failure to pay Plaintiffs and the Rule 23 Class their overtime pay violated the NYLL.

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

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

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

92. 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.

93. 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—Time of Hire Wage Notice Requirement]

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

95. The NYLL and supporting regulations require employers to provide written notice of the rate or rates of pay and the basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as a part of 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 employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer. NYLL §195-1(a).

96. Defendants intentionally failed to provide notice to employees in violation of New York Labor Law § 195, which requires all employers to provide written notice in the employee's primary language about the terms and conditions of employment related to rate of pay, regular pay cycle and rate of overtime on his or her first day of employment.

97. Defendants not only did not provide notice to each employee at Time of Hire, but

failed to provide notice to each Plaintiff even after the fact.

98. Due to Defendants' violations of New York Labor Law, each Plaintiff is entitled to recover from Defendants, jointly and severally, \$50 for each workday that the violation occurred or continued to occur, up to \$5,000, together with costs and attorneys' fees pursuant to New York Labor Law. N.Y. Lab. Law §198(1-b).

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

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

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

101. Defendants have failed to make a good faith effort to comply with the New York Labor Law with respect to compensation of each Plaintiffs, and did not provide the paystub on or after Plaintiff's payday.

102. Due to Defendants' violations of New York Labor Law, each 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, 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 collective action pursuant to FLSA;

c) Issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims and state claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b), and appointing Plaintiffs and his counsel to represent the Collective Action Members;

d) A declaratory judgment that the practices complained of herein are unlawful under FLSA and New York Labor Law;

e) An injunction against RR NAILS SPA, LLC. and WILL NAILS, INC, its 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;

f) An award of unpaid minimum wages and overtime wages due under FLSA and New York Labor Law;

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

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

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

- j) An award of liquidated and/or punitive damages as a result of Defendants' willful failure to pay overtime compensation, and "spread of hours" premium pursuant to New York Labor Law;
- k) 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;
- l) The cost and disbursements of this action;
- m) An award of prejudgment and post-judgment fees;
- n) 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
- o) Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, the Plaintiffs, on behalf of themselves and the Collective Action Members and members of the Class, demand a trial by jury on all questions of fact raised by the complaint.

Dated: Flushing, New York November 2 , 2016 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 1

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

I am an employee currently or formerly employed by RR Nails Spa, LLC, Rong Hua Bao, Will Nails, Inc., Will Shi 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.

Wang Jun

Full Legal Name (Print)

Wang Jun

Signature

10/31/16

Date

EXHIBIT 2

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

I am an employee currently or formerly employed by RR Nails Spa, LLC, Rong Hua Bao, Will Nails, Inc, Will Shi 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.

changlan shi
Full Legal Name (Print)

changlan shi
Signature

10/31/16
Date

EXHIBIT 3

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

TO: Rong Hua Bao and Will Shi

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that JUN WANG, CHANG LAN SHI, and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of RR NAILS SPA, LLC. 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: November 2, 2016

EXHIBIT 4

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

TO: Rong Hua Bao and Will Shi

PLEASE TAKE NOTICE, that pursuant to the provisions of Section 630 of the Business Corporation Law of New York, you are hereby notified that JUN WANG, CHANG LAN SHI, and others similarly situated intend to charge you and hold you personally liable, jointly and severally, as one of the ten largest shareholders of WILL NAILS, LLC. 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: November 2, 2016

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
JUN WANG, CHANG LAN SHI
(b) County of Residence of First Listed Plaintiff Saratoga
(c) Attorneys (Firm Name, Address, and Telephone Number)
HANG & ASSOCIATES, PLLC
136-18 39TH AVENUE, SUITE 1003
FLUSHING, NEW YORK 11354 (718) 353 8588

DEFENDANTS
RR NAILS SPA, LLC. d/b/a "Will Nails", WILL NAILS, INC. d/b/a "Will Nails", RONG HUA BAO and WILL SHI
County of Residence of First Listed Defendant Saratoga
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
FLSA 29 USC 216(b)
Brief description of cause:
unpaid wages for overtime of work

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

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 11/07/2016 SIGNATURE OF ATTORNEY OF RECORD /s/ Jian Hang

FOR OFFICE USE ONLY
RECEIPT # 0206-3843507 AMOUNT \$400.00 APPLYING IFP JUDGE GTS MAG. JUDGE CFH

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [New York Nail Salon Clipped with FLSA Class Action](#)
