

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

XIAO RUI ZHANG, WEN YING GONG, YAN NING
HUANG, INDIVIDUALLY AND ON BEHALF OF ALL
OTHER EMPLOYEES SIMILARLY SITUATED,

Plaintiffs,

- against -

EVERYDAY BEAUTY AMORE INC.d/b/a AMORE,
XIU QING SU a.k. a LISA, XIN LIN

Defendants.

Case No.

COLLECTIVE & CLASS
ACTION COMPLAINT AND
JURY TRIAL DEMAND

Plaintiffs XIAO RUI ZHANG (“Zhang”), WEN YING GONG (“Gong”), and YAN NING HUANG (“Huang”) on their own behalf and on behalf of all others similarly situated, by and through their undersigned attorneys, Hang & Associates, PLLC, hereby file this complaint against the Defendants EVERYDAY BEAUTY AMORE INC. d/b/a AMORE, XIU QING SU (“Su”), XIN LIN a.k. a LISA (“Lin”) (collectively “Defendants”), allege and show 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, minimum wage, and 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 wages, (2) overtime wages, (3) damages for Defendants' retaliation against Plaintiffs, (4) liquidated damages, (5) prejudgment and post-judgment interest; and (6) attorneys' fees and costs.

4. Plaintiffs further allege 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 wages; (2) unpaid overtime compensation; (3) unpaid agreed upon wages (4) unlawful retention of wages (5) damages for Defendants' retaliation against Plaintiff (6) compensation for failure to provide wage notice at the time of hiring and failure to provide paystubs in violation of the NYLL; (7) liquidated damages equal to the sum of the unpaid minimum wage and unpaid overtime pursuant to the NY Wage Theft Prevention Act; (8) prejudgment and post-judgment interest; and (9) 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.

7.

PLAINTIFFS

8. Plaintiff Xiao Rui Zhang is a resident of Queens and is employed by Everyday Beauty Amore Inc. d/b/a Amore located at 136-20 Roosevelt Avenue, Flushing, New York 11354 from July 1, 2015 to present.

9. Plaintiff Wen Ying Gong is a resident of Queens and was employed by Everyday Beauty Amore Inc. d/b/a Amore located at 136-20 Roosevelt Avenue, Flushing, New York 11354 from February 24, 2016 to July 20, 2016.

10. Plaintiff Yan Ning Huang is a resident of New York and was employed by Everyday Beauty Amore Inc. d/b/a Amore located at 7 Catherine Street, New York, New York 10038 from December 30, 2013 to September 28, 2016.

DEFENDANTS

11. Upon information and belief, Defendant, Everyday Beauty Amore Inc. d/b/a Amore owns and operates a Cosmetics and Beauty Supply business that has multiple stores in New York, including a store in Queens located at 136-20 Roosevelt Avenue Unit 129 Flushing, New York, 11354, and a store in Manhattan located at 7 Catherine Street New York, New York 10038.

12. Upon information and belief, Defendant Everyday Beauty Amore Inc. had gross sales in excess of Five Hundred Thousand Dollars (\$500,000) per year. Upon information and belief, Everyday Beauty Amore Inc. purchased and handled goods moved in interstate commerce.

13. Upon information and belief, Defendant Su is the owner, officer, director and/or managing agent of Everyday Beauty Amore Inc. at 136-20 Roosevelt Avenue, Flushing, New York 11354 and 7 Catherine Street New York, New York 10038. Defendant Su participated in the day-to-day operations of Everyday Beauty Amore Inc. 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 Everyday Beauty Amore Inc.

14. Upon information and belief, Defendant Su owns the stock of Everyday Beauty Amore 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).

15. Upon information and belief, Defendant Lin is the owner, officer, director and/or managing agent of Everyday Beauty Amore Inc. at 136-20 Roosevelt Avenue, Flushing, New York 11354 and participated in the day-to-day operations of Everyday Beauty Amore Inc. 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 Everyday Beauty Amore Inc.

16. Upon information and belief, Defendant Lin owns the stock of Everyday Beauty Amore 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)

17. At all times relevant herein, Everyday Beauty Amore Inc. was, and continues to be, an “enterprise engaged in commerce” within the meaning of FLSA.

18. At all relevant times, the work performed by Plaintiffs was directly essential to the business operated by Everyday Beauty Amore Inc.

19. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiffs their lawfully earned minimum wages, overtime compensation, and failed to provide him a wage notice at the time of hiring in violation of the NYLL.

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

STATEMENT OF FACTS

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

22. Defendants knew that the nonpayment of minimum wage, overtime 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 Xiao Rui Zhang

Period I: From July 1, 2015 to September 20, 2016

23. From July 1, 2015 to September 20, 2016, Plaintiff Zhang worked five days a week in either morning shift from 10:00 am to 8:00 pm or night shift from 12:00 pm to 10:00 pm. Plaintiff Zhang took 45 minutes for lunch break each day, and therefore Plaintiff worked at least forty-six and quarter (46.25) hours per week.

24. During the relevant period, Plaintiff Zhang was paid a fixed daily base salary of \$90 plus commission. Plaintiff and another salesperson worked in pairs and split the total commission equally, which was triggered only if the daily gross sale they helped generate exceeded \$2,000. The total commission was then calculated at 5% of the amount over the \$2,000 threshold¹. Therefore, Plaintiff did not receive any commission when the daily gross sale she and her partner helped generate was lower than or equal to \$2,000.

25. Defendants paid Plaintiff Zhang's earned daily commission, if any, on a monthly basis. During busy business season (from October to April), plaintiff's weekly commission was about \$400. During light business season (from May to September), plaintiff's weekly commission

¹ If Plaintiff and her partner helped generated \$2,100 daily gross sale, the total commission for the day would be %5 of \$100 (\$5) and Plaintiff would get \$2.5.

was around \$200 to \$300. Therefore, Plaintiff received on average \$1280 per month in commission. Additionally, Plaintiff also received a \$2 commission for each “Air Cushion”² (“Air Cushion commission”) that Plaintiff sold³, if any. The Air Cushion commission was to be paid every three months, and Plaintiff normally received on average \$200 Air Cushion commission per month. Defendants failed to pay Plaintiff’s Air Cushion commission for the months of April, May, June and July in 2016.

Period II: From September 21, 2016 to Present

26. From September 21, 2016 to present, Plaintiff Zhang still works five days a week but her daily work schedule was changed to from 11: 00 am to 9:00 pm with a one-hour meal break for eight (8) hours per day.

27. From September 21, 2016 to present, Plaintiff Zhang is paid \$9 per hour and does not receive any commission⁴.

28. Defendants started using a punch card machine to track employees’ work hours from September 21, 2016. Prior to using this machine, Defendants had not implemented any mechanism to accurately track employees’ work hours, but instead used a voluntary Wechat⁵ “check-in” system under which an employee would indicate that s/he arrived at the store by sending a message to a group chat on Wechat.

² Air Cushion is a specific type of beauty product.

³ Defendants stopped the “Air Cushion” product commission practice entirely at the end of July 2016.

⁴ Basing on information and knowledge, Defendants continue paying their other employees under the “ Base salary plus commission ” arrangement and raised their hourly rate to \$10 in October 2016 but singled Plaintiff Zhang out by paying her purely on an hourly bases and maintained her hourly rate at \$9.

⁵ Wechat is the Chinese equivalent of “WhatsApp”, it’s a type of instant messenger application that can be installed on various devices such as Cellphone and Tablets.

Plaintiff Wen Ying Gong

29. From February 24, 2016 to July 20, 2016, Plaintiff Gong was hired by Defendants to work as an in-store salesperson for Defendants' store located at 136-20 Roosevelt Avenue, Flushing, New York 11354.

Period I: From February 24, 2016 to March 6, 2016

30. From February 24, 2016 to March 6, 2016, Plaintiff Gong worked four days per week in either morning shift from 10:00 am to 8:00 pm or night shift from 12:00 pm to 10:00 pm. Plaintiff Gong took 45 minutes for lunch break each day, and therefore Plaintiff worked at least thirty-seven (37) hours per week.

31. During the relevant period, Plaintiff Gong was paid a fixed daily compensation of \$70. Plaintiff Gong did not receive any commission during this period.

32. The applicable minimum wage for the relevant period was \$9.00 per hour.

Period II: From March 7, 2016 to July 20, 2016

33. From March 7, 2016 to July 20, 2016, Plaintiff Gong worked either the morning shift from 10:00 am to 8:00 pm or the night shift from 12:00 pm to 10:00 pm. Plaintiff worked four or five days per week depending on the manager's assignment, but Plaintiff worked five days a week at least twice a month. Plaintiff Gong took 45 minutes for lunch break each day. On a four-day workweek, Plaintiff worked at least thirty-seven (37) hours per week. On a five-day workweek, Plaintiff worked at least forty-six hours and fifteen minutes (46.25). Because Plaintiff had five-day workweek at least twice a month, on average Plaintiff worked forty-one and half hours (41.5).

34. During the relevant period, Plaintiff Gong was paid a fixed daily base salary of \$90 plus commission. Plaintiff and another salesperson worked in pairs and split the total commission equally, which was triggered only if the daily gross sale they helped generate exceeded \$2,000.

The total commission was then calculated at 5% of the amount over the \$2,000 threshold. Therefore, Plaintiff would not receive any commission when the daily gross sale she and her partner help generated was lower than or equal to \$2,000.

35. Defendants paid Plaintiff Gong's earned daily commission, if any, on a monthly basis. In March and April, plaintiff's weekly commission was about \$400, In June and July, plaintiff's weekly commission was around \$200 to \$300. Additionally, Plaintiff also received a \$2 commission for each Air Cushion commission that plaintiff sold, if any. The Air Cushion commission was to be paid every three months, and Plaintiff normally received on average \$200 Air Cushion commission⁶ per month. Defendants failed to pay Plaintiff's Air Cushion commission for the months of April, May, June and July in 2016.

Plaintiff Yan Ning Huang

36. From December 30, 2013 to September 28, 2016, Plaintiff Huang was hired by Defendants to work as an in-store salesperson for Defendants. She mostly worked at Defendants' stores located at 7 Catherine Street New York, New York 10038⁷ and also in Brooklyn at 6301 8th Avenue Brooklyn, New York 11220.

Period I: From July 26, 2015 to October 31, 2015

37. From July 26, 2015 to October 31, 2015, Plaintiff worked four or five days a week from 10:00 am to 8:00 pm without any breaks. Based on our records and beliefs, Plaintiff Huang worked at least fifty (50) hours for four weeks in the period between July 26, 2015 and October 31, 2015.

⁶ See FN.2 and 3.

⁷ The address for the store is also known as 16-18 East Broadway, Unit 107-110 New York, NY 10002 because it is located within a building at 16-18 East Broadway, Unit 107-110 New York, NY 10002.

38. From July 26, 2015 to October 31, 2015, Plaintiff Huang was paid a fixed daily base salary of \$90 plus commission. Plaintiff and another salesperson worked in pairs and split the total commission equally, which was triggered only if the daily gross sale they helped generate exceeded \$2,300. The total commission was then calculated at 5%⁸ of the amount over the \$2,300 threshold. Therefore, Plaintiff would not receive any commission when the daily gross sale she and her partner help generated was lower than or equal to \$2,300.

39. Defendants paid Plaintiff Huang's earned daily commission, if any, on a monthly basis. Plaintiff received on average \$750 in monthly commissions.

Period II: From November 1, 2015 to September 28, 2016

40. From November 1, 2015 to September 28, 2016, Plaintiff generally worked five days a week⁹ with her daily schedule ran from 10:00 am to 8:00 pm without any breaks. Plaintiff Huang therefore worked at least fifty (50) hours per week.

41. From November 1, 2015 to August 20, 2016, Plaintiff Huang was paid a fixed daily base salary of \$90 plus commission. From August 21, 2016 to September 28, 2016, Plaintiff Huang was paid a fixed daily base salary of \$100 plus commission. Plaintiff and another salesperson worked in pairs and split the total commission equally, which was triggered only if the daily gross sale they helped generate exceeded \$2,300. The total commission was then calculated at 5%¹⁰ of the amount over the \$2,300 threshold. Therefore, Plaintiff would not receive any commission when the daily gross sale she and her partner help generated was lower than or equal to \$2,300.

⁸ The Amore store Plaintiff Huang worked at not only sell beauty products from company Amore, it also sell beauty products from other sources and those products are collectively known by the employees as "Everyday Beauty products" and the commission calculating percentage for the sale of "Everyday Beauty product" was 10%, the specific commission calculation and its payment was the same as it was for the Amore products, Zhang's commission was mainly derived from her sale of the Amore products.

⁹ During this period, Huang worked six days a week for about 7 weeks and four days a week for about 4 weeks.

¹⁰ Please see FN 7.

42. Defendants paid Plaintiff Huang's earned daily commission, if any, on a monthly basis. Plaintiff received on average \$750 in monthly commissions.

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

Factual Allegations Related to Retaliation Claim

44. On or about August 24, 2016, Plaintiff Zhang and Gong, through the undersigned Counsel, sent an attorney letter ("Attorney Letter") to Defendants, seeking to resolve the relevant wage and hour disputes that the instant action is premised upon, and stated their intention to further pursue their rights under the FLSA and the NYLL in federal court should the Defendants fail to respond.

45. Defendants received the Attorney Letter and were put on notice about Plaintiffs' protected activity under the FLSA and NYLL.

46. In early September 2016, upon receiving the Attorney Letter, Defendants retained a law firm that routinely practices Employment Law to communicate with Plaintiffs' attorney in an attempt to resolve the instant matter.

47. Based on information and belief, Defendants were advised about and warned against taking any adverse action towards the Plaintiffs by their Counsel.

48. Despite of receiving professional advice from their Counsel and while Plaintiffs' Counsel was trying to resolve the dispute with Defendants' Counsel, Defendants initiated and engaged in series of retaliatory action against the Plaintiffs due to Plaintiffs' exercise of their protected rights under the FLSA and the NYLL.

Retaliation against Zhang

49. Upon receiving the Attorney Letter on or about September 19, 2016, Defendant Xiu Qing Su (“Su”), began to withhold and ultimately stopped paying Plaintiff Zhang’s commissions. On or about September 21, 2016, Defendant Su called Zhang to her office and warned her against telling anyone else about her wage and hour dispute with the Defendants. Defendant Su threatened to prevent Plaintiff Zhang from getting her green card and boasted that she “knows a lot of people who works in the immigration office”.

50. Defendants also tried to create a difficult, if not hostile, work environment for Zhang by asking other employees not to speak to Zhang.

Retaliation against Gong

51. On or about September 19, 2016, Defendant Su went to Plaintiff Gong’s new workplace, located in 185 Canal Street, New York, NY 10013, and made malicious statements about Gong and warning Gong’s new employer that “this girl is an expert in suing her employers.”.

52. Based on information and belief, upon receiving notice of plaintiffs’ protected activity, Defendants engaged in widespread “house cleaning” practice by pressuring their employees to sign on empty compensation receipts (See Exhibit 4: compensation receipts) in order to back-date the receipts and falsify their business records. Defendants also required their employees to enter into general release agreement with Defendants as a condition for their employment with the Defendants.

Remaining Facts Regarding the Plaintiffs’ Claims

53. Defendants did not provide Plaintiffs with a wage notices at the time of their hiring and did not provide pay stubs for each payment.

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

55. Defendants knew that the nonpayment of overtime pay, would economically injure Plaintiffs and the Class Members by their violation of federal and state laws.

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

57. Plaintiffs and the New York Class Members' workdays frequently lasted longer than 10 hours.

58. 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 Plaintiffs' and other Class members' pay increase(s).

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

COLLECTIVE ACTION ALLEGATIONS

60. Defendants knowingly and willfully operated their business with a policy of not paying either the FLSA minimum wage or the New York State minimum wage to Plaintiffs or other similarly situated employees.

61. 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.

62. 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 store locations for

up to the last three (3) years, through entry of judgment in this case (the “Collective Action Period”) and whom failed to receive minimum wages, 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.

63. Upon information and belief, the Collective Action Members are so numerous the joinder of all members is impracticable. The identity and precise number of such persons are unknown, and the facts upon which the calculations of that number may be ascertained are presently within the sole control of the Defendants. Upon information and belief, there are more than twenty (20) Collective Action members, who have worked for or have continued to work for the Defendants during the Collective Action Period, most of whom would not likely file individual suits because they fear retaliation, lack adequate financial resources, access to attorneys, or knowledge of their claims. Therefore, Plaintiffs submit that this case should be certified as a collective action under the FLSA, 29 U.S.C. §216(b).

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

65. 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.

66. 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.

67. 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 the minimum wage in violation of the FLSA and the regulations promulgated thereunder;
- c. Whether the Defendants failed to pay the Collective Action Members overtime wages for all hours worked above forty (40) each workweek in violation of the FLSA and the regulation promulgated thereunder;
- d. Whether the Defendants 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.

68. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a collective action.

69. Plaintiffs and others similarly situated have been substantially damaged by Defendants' unlawful conduct.

CLASS ACTION ALLEGATIONS

70. 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 each of their store locations doing business as Everyday Beauty Amore on or after the date that is six years before the filing of the Complaint in this case as defined herein (the "Class Period").

71. 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.

72. 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 twenty (20) members of the class.

73. 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 minimum wage, and 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.

74. 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.

75. 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.

76. 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.

77. 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 Defendants paid Plaintiffs and Class members the New York minimum wage for all hours worked;

- c. Whether Plaintiffs and Class members are entitled to overtime under the New York Labor Law;
- d. Whether Defendants maintained a policy, pattern and/or practice of failing to pay Plaintiff and the Rule 23 Class spread-of-hours pay as required by the NYLL;
- e. Whether the Defendants provided wage notices at the time of hiring to Plaintiffs and class members as required by the NYLL; and,
- f. At what common rate, or rates subject to common method of calculation were and are the Defendants required to pay the Class members for their work

STATEMENT OF CLAIM

COUNT I

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

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

79. 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).

80. At all relevant times, Defendants employed “employees” including Plaintiffs, within the meaning of FLSA.

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

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

83. At all relevant times, Defendants had a policy and practice of refusing to pay the statutory minimum wage to Plaintiffs, and the collective action members, for some or all of the hours they worked.

84. 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.

85. Defendants knowingly and willfully disregarded the provisions of the FLSA as evidenced by failing to compensate Plaintiffs 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 Plaintiffs and Collective Action members.

COUNT II
[Violation of New York Labor Law—Minimum Wage
Brought on behalf of Plaintiff and Rule 23 Class]

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

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

88. 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.

89. Defendants knowingly and willfully violated Plaintiffs' 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]

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

91. 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).

92. 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).

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

94. At all relevant times, Defendants had, and continue to have, a policy of practice of refusing to pay overtime compensation at the statutory rate of time and a half to 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).

95. 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.

96. 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.

97. 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 Plaintiffs and Collective Action members.

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

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

99. 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.

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

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

COUNT V
[Violation of Fair Labor Standards Act – Retaliation]

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

2. Defendants willfully and unlawfully retaliated against Plaintiffs for her exercise of protected activities, namely, filing a claim against Defendants.

3. In retaliating against Plaintiffs, Defendants knowingly acted in deliberate disregard of Plaintiffs' rights.

4. Defendants' conduct violated the FLSA §215.

5. As a direct and proximate consequence of Defendants' intentional, unlawful and discriminatory employment practices, Plaintiffs have suffered, and continue to suffer, monetary damages including but not limited to, a loss of income, including past salary and future salary.

6. As a direct and proximate consequence of the Defendants' intentional, unlawful and discriminatory employment policies and practices Plaintiffs have suffered and continue to suffer non-monetary damages including, but not limited to, humiliation and mental and physical pain and suffering.

COUNT VI
[Violation of New York Labor Law – Retaliation]

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

8. Defendants willfully and unlawfully retaliated against Plaintiffs for her exercise of protected activities, namely, filing a claim against Defendants.

9. In retaliating against Plaintiffs, Defendants knowingly acted in deliberate disregard of Plaintiffs' rights.

10. Defendants' conduct violated the New York Labor Law §215.

11. As a direct and proximate consequence of Defendants' intentional, unlawful and discriminatory employment practices, Plaintiffs have suffered, and continue to suffer, monetary damages including but not limited to, a loss of income, including past salary and future salary.

12. As a direct and proximate consequence of the Defendants' intentional, unlawful and discriminatory employment policies and practices Plaintiff as suffered and continues to suffer

non-monetary damages including, but not limited to, humiliation and mental and physical pain and suffering.

COUNT VII
[Violation of New York Labor Law—Time of Hire Wage Notice Requirement]

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

92. 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).

93. 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.

94. 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.

95. 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 VIII

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

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

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

98. 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 each Plaintiffs' payday.

99. 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 and rule 23 class, respectfully request 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 Plaintiffs 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 Everyday Beauty Amore 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;
- h) An award of unpaid wages and minimum wages due Plaintiffs 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 overtime wages due under FLSA and New York Labor Law;
- j) An award of damages for Defendants' failure to provide wage notice at the time of hiring as required under the New York Labor Law.
- k) An award of liquidated and/or punitive damages as a result of Defendants' knowing

and willful failure to pay wages, minimum wages and overtime compensation pursuant to 29 U.S.C. §216;

l) An award of liquidated and/ or punitive damages as a result of Defendants' willful failure to pay wages, minimum wages, and overtime compensation pursuant to New York Labor Law;

m) An award of non-monetary damages including, but not limited to, compensation for Plaintiff's humiliation and emotional distress and suffering, in an amount to be determined at trial, and punitive damages, together with interest thereon from the time of the initial loss until satisfaction of judgment as well as with post-judgment interest thereon;

n) An award of costs and expenses of this action together with reasonable attorneys' and expert fees pursuant to 29 U.S.C. §216(b) and NYLL §§198 and 663;

o) The cost and disbursements of this action;

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

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

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

JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, the Plaintiff, on behalf of himself 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 October 27, 2016

HANG & ASSOCIATES, PLLC.

/S/ KELI LIU

KELI LIU, Esq.

136-18 39th Ave., Suite 1003

Flushing, New York 11354

Tel: 718.353.8588

Kliu@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 Everyday Beauty Amore Inc., Xin Lin, Xiu Qing Su and/or related entities and individuals. 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.

Wenying Gong
Full Legal Name (Print)

Wenying Gong
Signature

8/1/2016
Date

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

I am an employee currently or formerly employed by Everyday Beauty Amore Inc., Xin Lin, Xiu Qing Su and/or related entities and individuals. 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.

XIAORUI ZHANG

Full Legal Name (Print)



Signature

8/11/2016

Date

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

I am an employee currently or formerly employed by Everyday Beauty Amore Inc., Xin Lin, Xiu Qing Su and/or related entities and individuals and/or related individual(s) or 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.

Yanning Huang
Full Legal Name (Print)

Yanning Huang
Signature

10/3/16
Date

EXHIBIT 2

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

TO: XIU QING SU

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

Dated: October 27, 2016

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

TO: XIN LIN a.k. a LISA

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

Dated: October 27, 2016

EXHIBIT 3

RECEIPT OF PAYMENT 收据

Company name 公司名字: _____
Employee Name 员工姓名: _____ Date of Payment 付款日期: _____
Pay Period 支付期间: From 从 _____ to 到 _____

Total Hours Worked for Period 本期总时数: _____
• Total Regular Hours Worked 正常的工作时间的总数: _____
• Total Overtime Hours Worked 加班的工作时间的总数: _____

Regular Hourly Pay Rate 正常工资的支付率: \$ _____
Overtime Hourly Pay Rate 加班工资的支付率: \$ _____

• Gross Regular Hour Wages 正常工资总额: _____
• Gross Overtime Hour Wages 超时工资总额: _____

• Spread of Hours 每天班次总时数超过10小时的加时费 (\$9.00 x _____ Days): _____
Gross Total Wages for Period 工资总额: _____

Other Deductions 其它扣除的总额: _____

Net Wages for Period 本期净工资: _____

Form of Payment (i.e. cash, check, etc.) 付款方式(现金,支票,其它): _____

By signing below I acknowledge receipt of the amount stated above in the section "Net Wages for Period". By signing this Receipt I also certify that I have reviewed the information contained in this Receipt and it is true and accurate.

下面我签署确认收到上述的工资总额。在签署此收据时,我也证明我已细看此收据的信息,它是真实的和准确的。

I have received and reviewed my paycheck and this pay stub. If there are any issues, problems, errors, or discrepancies with the pay I have received, or if I have any questions regarding my pay, I will immediately bring these to my employer's attention.

我已经收到并审查我的薪水和工资单。如果我的工资有任何差异和问题, 错误或不符的工资我会立即把这些问题通知我的雇主。

Name 姓名: _____

Signature 签名: _____

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Xiao Rui Zhang, Wen Ying Gong, Yan Ning Huang,
Individually and on behalf of All Other Employees
Similarly Situated

Plaintiff(s)

v.

Everyday Beauty Amore Inc. d/b/a AMORE, Xiu Qing
Su a.k.a Lisa, Xin Lin

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Everyday Beauty Amore Inc., Xiu Qing Su
63 FLUSHING AVE
#148
BROOKLYN, NEW YORK, 11205

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:

Jian Hang
136-18 39th Ave., Suite 1003
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: 10/27/2016

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

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

Xiao Rui Zhang, Wen Ying Gong, Yan Ning Huang, Individually and on behalf of All Other Employees 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, 136-18 39th Ave., Suite 1003, Flushing, New York 11354. Tel: (718) 353-8588

DEFENDANTS

Everyday Beauty Amore Inc. d/b/a AMORE, Xiu Qing Su a.k.a Lisa, Xin Lin

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, 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. § 201 et seq. Brief description of cause: Defendant failed to properly pay to their employees, including Plaintiff's overtime compensation.

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 10/27/2016 SIGNATURE OF ATTORNEY OF RECORD /s/ Jian Hang

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

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

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

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

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

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

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

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? NO
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? 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

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

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

BAR ADMISSION

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

Yes No

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

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s/ Jian Hang

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FLSA Lawsuit Filed Against Everyday Beauty Amore](#)
