

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LI RONG GAO and XIAO HONG ZHENG,
individually, and on behalf of all others
similarly situated,
Plaintiffs,

-against-

PERFECT TEAM CORPORATION d/b/a GUANG
ZHOU RESTAURANT, JI SHIANG, INC. d/b/a
GUANG ZHOU RESTAURANT, FENG LIN,
CHUN KIT CHENG a/k/a JUN JIE ZHENG, JIA
LI WANG, and CHEUK PING CHEN,
Defendants.

COMPLAINT

Plaintiffs Li Rong Gao and Xiao Hong Zheng (collectively, “Plaintiffs”), individually and on behalf of all other similarly situated current and former employees of Guang Zhou Restaurant, operated by Perfect Team Corporation, and its successor corporation, Ji Shiang, Inc, by their undersigned attorneys, make the following allegations in support of their Complaint against Defendants Perfect Team Corporation d/b/a Guang Zhou Restaurant, Ji Shiang, Inc. d/b/a Guang Zhou Restaurant, Feng Lin, Chun Kit Cheng a/k/a Jun Jie Zheng, Jia Li Wang, and Cheuk Ping Chen (collectively, “Defendants”):

PRELIMINARY STATEMENT

1. Plaintiffs bring this action on behalf of themselves and other similarly situated

employees of Defendants to recover damages for, and to enjoin, violations of federal and state labor law arising out of their employment at Guang Zhou Restaurant, a Chinese restaurant, owned and operated by Defendants in Flushing, New York.

2. Guang Zhou Restaurant was operated by Defendant Perfect Team Corporation from as early as March 2006 until approximately June 2009, and has been operated by Defendant Ji Shiang, Inc. since approximately June 2009.

3. Although Plaintiffs and other similarly situated employees regularly worked over forty hours per week, Defendants had a policy or practice to avoid paying minimum wages and overtime premiums. As a result of this policy and practice, Defendants failed to comply with the minimum wage, overtime, and spread-of-hours requirements under federal and New York state law. In addition, Defendants withheld parts of Plaintiffs' tips, in violation of New York state law. Finally, upon information and belief, Defendants discharged Plaintiffs Li Rong Gao and Xiao Hong Zheng in retaliation for asserting their rights under federal and state wage and hour laws, in violation of New York state law.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over Plaintiffs' federal claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216 and 28 U.S.C. § 1331.

5. This Court has supplemental jurisdiction over Plaintiffs' New York state law claims pursuant to 28 U.S.C. § 1367.

6. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

PARTIES

Plaintiffs

7. Plaintiff Li Rong Gao was employed by some or all of the Defendants as a server at Guang Zhou Restaurant from approximately April 2008 until she was discharged in approximately June 2009. Her FLSA consent to sue form is attached hereto as Exhibit A.

7. Plaintiff Xiao Hong Zheng was employed by some or all of the Defendants as a server at Guang Zhou Restaurant from approximately June 2007 to approximately February 2008, then as a captain from approximately February 2008 to until she was discharged in approximately June 2009. As a captain, Plaintiff Xiao Hong Zheng continued to wait on tables but had the additional responsibilities of waiting on important customers and serving more expensive dishes to customers. Her FLSA consent to sue form is attached hereto as Exhibit B.

Defendants

8. Defendant Perfect Team Corporation d/b/a Guang Zhou Restaurant was a corporation organized under the laws of New York on or about March 8, 2006. It was located at 136-59 37th Avenue, 2nd Floor, Flushing, New York, NY 11354.

9. Defendant Ji Shiang, Inc. d/b/a Guang Zhou Restaurant is a corporation organized under the laws of New York and is located at 136-59 37th Avenue, 2nd Floor, Flushing, NY 11354. It was incorporated on or about March 18, 2009.

10. Upon information and belief, Defendant Ji Shiang, Inc. d/b/a Guang Zhou Restaurant is a successor corporation to Defendant Perfect Team Corporation d/b/a Guang Zhou Restaurant.

11. At some or all times relevant to this action, Feng Lin has been the principal shareholder of Ji Shiang, Inc. d/b/a Guang Zhou Restaurant.

12. At some or all times relevant to this action, Feng Lin has been a manager of Guang Zhou Restaurant, operated by Perfect Team Corporation and Ji Shiang, Inc.

13. At some or all times relevant to this action, Defendant Feng Lin has had the power to hire and fire Plaintiffs and other non-managerial workers at Guang Zhou Restaurant and control the terms and conditions of their employment.

14. At some or all times relevant to this action, Defendant Feng Lin has had the power to determine the rate and method of any compensation paid to Plaintiffs and other non-managerial workers at Guang Zhou Restaurant.

15. At some or all times relevant to this action, Defendant Chun Kit Cheng a/k/a Jun Jie Zheng was the president of Perfect Team Corporation d/b/a Guang Zhou Restaurant.

16. At some or all times relevant to this action, Defendant Chun Kit Cheng has been a manager of Guang Zhou Restaurant, operated by Perfect Team Corporation and Ji Shiang, Inc.

17. At all times relevant to this action, Defendant Chun Kit Cheng has had the power to hire and fire Plaintiffs and other non-managerial workers at Guang Zhou Restaurant and control the terms and conditions of their employment.

18. At all times relevant to this action, Defendant Chun Kit Cheng has had the power to determine the rate and method of any compensation paid to Plaintiffs and other non-managerial workers at Guang Zhou Restaurant.

19. At all times relevant to this action, Defendant Jia Li Wang, who is married to Defendant Chun Kit Cheng, has been a manager of Guang Zhou Restaurant, operated by Perfect Team Corporation and Ji Shiang, Inc.

20. At all times relevant to this action, Defendant Jia Li Wang has had the power to hire and fire Plaintiffs and other non-managerial workers at Guang Zhou Restaurant and control the terms and conditions of their employment.

21. At all times relevant to this action, Defendant Jia Li Wang has had the power to determine the rate and method of any compensation paid to Plaintiffs and other non-managerial workers at Guang Zhou Restaurant.

22. At some or all times relevant to this action, Defendant Cheuk Ping Chen has been a manager of Guang Zhou Restaurant, operated by Perfect Team Corporation and Ji Shiang, Inc.

23. At some or all times relevant to this action, Defendant Cheuk Ping Chen has had the power to hire and fire Plaintiffs and other non-managerial workers at Guang Zhou Restaurant.

24. At some or all times relevant to this action, Defendant Cheuk Ping Chen has had the power to determine the rate of any compensation paid to Plaintiffs and other non-managerial workers at Guang Zhou Restaurant and to set their work schedule.

25. Upon information and belief, at all times relevant to this action, Perfect Team Corporation d/b/a Guang Zhou Restaurant was an enterprise engaged in interstate commerce within the meaning of the FLSA in that it (i) has had employees engaged in commerce or in the production of goods for commerce, or who handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce by any person; and (ii) has had an annual gross volume of sales of not less than \$500,000.

26. Upon information and belief, since approximately June 2009, Ji Shiang, Inc. d/b/a Guang Zhou Restaurant has been an enterprise engaged in interstate commerce within the meaning of the FLSA in that it (i) has had employees engaged in commerce or in the production

of goods for commerce, or who handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce by any person; and (ii) has had an annual gross volume of sales of not less than \$500,000.

27. Upon information and belief, at all times relevant to this action, Guang Zhou Restaurant has been an enterprise engaged in interstate commerce within the meaning of the FLSA in that it (i) has and has had employees engaged in commerce or in the production of goods for commerce, or who handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce by any person; and (ii) has and has had an annual gross volume of sales of not less than \$500,000.

Collective Action Allegations

28. Plaintiffs bring their FLSA claims as a representative action on behalf of all, non-managerial workers at Guang Zhou Restaurant during the period April 2007 through the present.

29. These workers are all similarly situated to Plaintiffs with respect to the pay practices and policies of Defendants challenged in this suit – *i.e.*, Defendants’ policy and practice of not paying minimum wage and overtime to its non-managerial workers, including, but not limited to, servers, non-managerial captains, busboys, and kitchen staff. The claims of the collective action class members raise the same legal and factual issues as the claims of the named plaintiffs. There are no conflicts between the named Plaintiffs and the members of the collective action.

30. Plaintiffs’ counsel are experienced in litigating FLSA cases and FLSA collective actions and will adequately represent the members of the class.

FACTS

31. At all times relevant herein, Guang Zhou Restaurant, operated by Perfect Team Corporation and its successor corporation, Ji Shiang, Inc., has been located in Flushing, Queens.

32. At all times relevant to this action, Guang Zhou Restaurant has been engaged in the sale of Chinese food for consumption on the premises and take-out.

33. At all times relevant to this action, Guang Zhou Restaurant has provided a seating area with tables and chairs for customers to consume food on the premises and has been a “restaurant” within the meaning of the New York Labor Law (“NYLL”).

34. At all times relevant to this action, Plaintiffs, and the other members of the proposed collective action have been Defendants’ employees within the meaning of the FLSA, 29 U.S.C. § 203(e) and NYLL § 190(2), 651(5).

35. At all times relevant to this action, some or all of the Defendants have been employers of Plaintiffs and the other members of the proposed collective action within the meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL §§ 190(3), 651(6).

Minimum Wage, Overtime, and Spread-of-Hours Violations

36. On information and belief, Defendants, as a matter of practice and policy, did not pay Plaintiffs and other non-managerial employees of Guang Zhou restaurant minimum wages and overtime premiums.

37. Plaintiff Li Rong Gao was paid approximately \$400 per month.

38. Plaintiff Xiao Hong Zheng was paid approximately \$400 per month, and then subsequently \$600 per month.

39. Plaintiffs and other non-managerial employees of Guang Zhou Restaurant regularly worked more than forty hours per week while employed by Defendants.

40. Because of the number of hours of work Defendants assigned to Plaintiffs and other non-managerial employees of Guang Zhou Restaurant, the monthly wages paid to those employees were not sufficient to satisfy Defendants' obligations to pay the minimum wage and overtime under the FLSA and NYLL.

41. On information and belief, Defendants failed to inform Plaintiffs and other non-managerial employees of Guang Zhou Restaurant of the federal and state minimum wage.

42. On information and belief, Defendants failed to inform Plaintiffs and other non-managerial employees of Guang Zhou Restaurant of the Defendants' intention to take a "tip credit" to satisfy a part of their obligations under minimum wage laws.

43. On information and belief, throughout the employment of Plaintiffs' and other non-managerial employees of Guang Zhou Restaurant, Defendants failed to maintain a workplace display in any language, in a place accessible to employees and in a visually conspicuous manner, the notices of employee rights to receive minimum wage and overtime compensation as required by the FLSA and NYLL.

44. Plaintiffs regularly worked five full days and one half-day per week.

45. On days in which Plaintiffs worked a full day, the number of hours from the time they started work until the time they stopped work ("spread-of-hours") regularly exceeded ten hours.

46. Defendants did not pay any of the Plaintiffs the additional spread-of-hours compensation mandated under NYLL.

47. Upon information and belief, Defendants failed to keep full and accurate records of Plaintiffs' hours and wages as required by the FLSA and NYLL.

48. Defendants' failure to pay minimum wage, overtime, and spread-of-hours was willful.

Illegal Retention of Plaintiffs' Tips

49. Throughout the course of Plaintiffs' employment, Defendants retained portions of Plaintiffs' tips in violation of NYLL.

50. On information and belief, Defendants used portions of the Plaintiffs' tips to pay the wages of other workers.

51. Defendants withheld a portion of Plaintiffs' tips that were intended for Plaintiffs.

52. Defendants sometimes charged banquet host customers an "all-inclusive" rate and led the banquet host customer to reasonably believe that the workers would receive a customary gratuity out of the "all-inclusive" rate.

53. Defendants withheld portions of the banquet gratuities, or charges purported to be gratuities, intended for the Plaintiffs.

54. Defendants' retention of Plaintiffs' tips in violation of NYLL was willful.

55. Defendants failed to display a copy of the NYLL §§ 193 and 196-d regarding the prohibition of illegal deductions from wages and the illegality of employers demanding or accepting any portion of employees' tips.

Retaliation

56. Around the spring of 2009, Plaintiffs complained to Defendants regarding their long work hours and the Defendants' failure to pay them overtime.

57. Around the spring of 2009, Plaintiffs complained to Defendants that they were not paid all of the tips that they earned.

58. In June 2009, Defendants claimed that Guang Zhou Restaurant was changing ownership, from Defendant Chun Kit Cheng to Defendant Feng Lin.

59. Guang Zhou Restaurant terminated the Plaintiffs' employment on June 1, 2009.

60. Guang Zhou Restaurant, through its agents, told Plaintiffs that they could reapply for their positions at the restaurant.

61. On approximately June 2, 2009, the Plaintiffs reapplied for their positions at Guang Zhou Restaurant.

62. Guang Zhou Restaurant did not rehire the Plaintiffs at that time or any time after that date.

63. Defendants terminated Plaintiffs' employment and did not rehire Plaintiffs in retaliation for the Plaintiffs' assertion of their rights under federal and state wage and hour laws, in violation of New York state law.

64. Defendants committed all of the acts and omissions alleged herein willfully within the meaning of the NYLL.

65. All actions and omissions alleged herein were undertaken by Defendants either directly and/or through their agents.

Commonality of Defendants

66. Defendant Ji Shiang, Inc. d/b/a Guang Zhou Restaurant is a successor corporation of Defendant Perfect Team Corporation d/b/a Guang Zhou Restaurant.

67. Defendant Ji Shiang, Inc. d/b/a Guang Zhou Restaurant was incorporated on March 18, 2009.

68. Defendant Perfect Team Corporation d/b/a Guang Zhou Restaurant was dissolved on July 23, 2009.

69. Defendant Chun Kit Cheng was the president of Perfect Team Corporation d/b/a Guang Zhou Restaurant.

70. Defendant Feng Lin was a manager of Guang Zhou Restaurant, incorporated as Perfect Team Corporation.

71. Defendant Feng Lin became the principal shareholder of Ji Shiang, Inc. d/b/a Guang Zhou Restaurant.

72. Defendants Chun Kit Cheng and his wife, Jia Li Wang, remained involved in the daily management of Guang Zhou Restaurant, incorporated as Ji Shiang, Inc.

73. Guang Zhou Restaurant, incorporated as Perfect Team Corporation, ceased its ordinary business operations on June 1, 2009.

74. On June 1, 2009, Defendants asked their employees to reapply for their positions on the following day, June 2, 2009.

75. On or around June 2, 2009, all or almost all of Guang Zhou Restaurant's employees returned to reapply for their positions.

76. Upon information and belief, all of Guang Zhou Restaurant's employees who reapplied were rehired except Plaintiffs Li Rong Gao and Xiao Hong Zheng.

77. Guang Zhou Restaurant, incorporated as Ji Shiang, Inc., resumed its ordinary business operations on or around June 2, 2009.

78. Guang Zhou Restaurant resumed its ordinary business operations at the same location.

79. Guang Zhou Restaurant resumed its ordinary business operations using most or all of the existing equipment and inventory of the restaurant.

80. Guang Zhou Restaurant resumed its ordinary business operations relying on the same trade name.

81. Guang Zhou Restaurant resumed its ordinary business operations relying on the same customer base.

82. Accordingly, Defendant Ji Shiang, Inc. d/b/a Guang Zhou Restaurant is liable for the debts of its predecessor, Defendant Perfect Team Corporation d/b/a Guang Zhou Restaurant, because: (a) the transaction between the two entities amounts to a “de facto” merger; (b) Ji Shiang, Inc. is a “mere continuation” of Perfect Team Corporation; and/or (c) there is a “substantial continuity of identity” between the two corporations.

CAUSES OF ACTION

COUNT I

Minimum Wage Under the FLSA (All Plaintiffs)

83. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 82 of the Complaint.

84. At all times relevant to this action, Plaintiffs and other non-managerial workers at Guang Zhou Restaurant were employed by some or all of the Defendants within the meaning of the FLSA, 29 U.S.C. § 203.

85. At all times relevant to this action, Plaintiffs and other non-managerial employees of Defendants were entitled to the protections of the FLSA, 29 U.S.C. §§ 206 and 207.

86. Defendants failed to pay Plaintiffs and other non-managerial employees of Defendants the applicable minimum hourly wage for all hours worked in violation of the FLSA, 29 U.S.C. § 206(a).

87. Defendants' failure to pay Plaintiffs and other non-managerial employees of Defendants the applicable minimum hourly wage was willful.

88. Accordingly, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid minimum wages and an equal amount in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including post-judgment interest, pursuant to the FLSA, 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

Overtime Wages Under the FLSA (All Plaintiffs)

89. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

90. At all times relevant to this action, Plaintiffs and other non-managerial workers at Guang Zhou Restaurant were employed by some or all of the Defendants within the meaning of the FLSA, 29 U.S.C. § 203.

91. At all times relevant to this action, Plaintiffs and other non-managerial employees of Defendants were entitled to the protections of the FLSA, 29 U.S.C. §§ 206 and 207. Defendants failed to pay Plaintiffs and other non-exempt employees of Defendants overtime wages at a rate at least one and one-half times the regular rate of pay for each hour worked in excess of forty hours per workweek, or at a minimum, one and a half times the minimum wage, in violation of the FLSA, 29 U.S.C. § 207.

92. Defendants' failure to pay Plaintiffs and other non-managerial employees their overtime wages was willful.

93. Due to Defendants' FLSA violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid overtime wages and an equal amount in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including post-judgment interest, pursuant to the FLSA, 29 U.S.C. § 216(b).

THIRD CAUSE OF ACTION

Minimum Wages Under NYLL (Plaintiffs Li Rong Gao and Xiao Hong Zheng)

94. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

95. At all times relevant to this action, Plaintiffs Li Rong Gao and Xiao Hong Zheng were employed by some or all of the Defendants within the meaning of NYLL §§ 2 and 651.

96. Defendants failed to pay Plaintiffs Li Rong Gao and Xiao Hong Zheng at the applicable minimum hourly wage, in violation of the New York Minimum Wage Act, specifically NYLL § 652.

97. Defendants' failure to pay Plaintiffs the applicable minimum hourly wage was willful.

98. Due to Defendants' NYLL violations, Plaintiffs Li Rong Gao and Xiao Hong Zheng are entitled to recover from Defendants, jointly and severally, their unpaid minimum wages and an amount equal to one quarter of their unpaid minimum wages in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including pre- and post-judgment interest, pursuant to NYLL § 663(1).

FOURTH CAUSE OF ACTION

Overtime Wages Under NYLL (Plaintiffs Li Rong Gao and Xiao Hong Zheng)

99. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

100. At all times relevant to this action, Plaintiffs Li Rong Gao and Xiao Hong Zheng were employed by some or all of the Defendants within the meaning of NYLL §§ 2 and 651.

101. Defendants failed to pay Plaintiffs Li Rong Gao and Xiao Hong Zheng overtime wages at rates at least one and one-half times the regular rate of pay for each hour worked in excess of forty hours per week, or at a minimum, one and one-half times the minimum wage, in violation of New York Minimum Wage Act and its regulations, specifically NYLL § 21(11) and N.Y. Comp. Codes R. & Regs. tit. 12, § 137-1.3

102. Defendants' failure to pay Plaintiffs overtime wages was willful.

103. Due to Defendants' NYLL violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid overtime wages and an amount equal to one quarter of their unpaid overtime wages in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including pre- and post-judgment interest, pursuant to NYLL § 663(1).

FIFTH CAUSE OF ACTION

Spread-of-Hours Pay Under NYLL (Plaintiffs Li Rong Gao and Xiao Hong Zheng)

104. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

105. At all times relevant to this action, Plaintiffs Li Rong Gao and Xiao Hong Zheng were employed by some or all of the Defendants within the meaning of NYLL §§ 2 and 651.

106. Defendants failed to pay Plaintiffs Li Rong Gao and Xiao Hong Zheng spread-of-hours wages of an additional hour of pay at the minimum wage for each day Plaintiffs had a spread of hours in excess of ten hours per day, in violation of NYLL § 21(11) and N.Y. Comp. Codes R. and Regs. tit. 12 § 137-1.7.

107. Defendants' failure to pay Plaintiffs spread-of-hours wages was willful.

108. Due to Defendants' NYLL violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, damages in the amount of unpaid spread-of-hours wages and an amount equal to one quarter of their unpaid spread-of-hours wages in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including pre- and post-judgment interest, pursuant to NYLL § 663(1).

SIXTH CAUSE OF ACTION

Unlawful Retention of Gratuities Under NYLL (Plaintiffs Li Rong Gao and Xiao Hong Zheng)

109. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

110. At all times relevant to this action, Plaintiffs were employed by some or all of the Defendants within the meaning of NYLL §§ 2 and 651.

111. Defendants retained part of Plaintiffs' Li Rong Gao and Xiao Hong Zheng's gratuities, including charges purported to be gratuities, in violation of NYLL § 196-d.

112. Defendants' retention of Plaintiffs' gratuities was willful.

113. Accordingly, Plaintiffs Li Rong Gao and Xiao Hong Zheng are entitled to recover from Defendants, jointly and severally, damages in the amount of unlawfully retained gratuities and an amount equal to one quarter of their unlawfully retained gratuities in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including pre- and post-judgment interest, pursuant to NYLL § 198.

SEVENTH CAUSE OF ACTION

Retaliation Under NYLL (Plaintiffs Li Rong Gao and Xiao Hong Zheng)

114. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

115. At all times relevant to this action, Plaintiffs Li Rong Gao and Xiao Hong Zheng were employed by some or all of the Defendants within the meaning of NYLL §§ 2 and 651.

116. At times relevant to this action, Plaintiffs Li Rong Gao and Xiao Hong Zheng were engaged in the protected activity of complaining about labor practices made unlawful by the NYLL.

117. As a result of the Plaintiffs' protected activities, the Defendants took adverse employment actions against Plaintiffs Li Rong Gao and Xiao Hong Zheng, including termination and failure to rehire.

118. There was a causal connection between Plaintiffs Li Rong Gao and Xiao Hong Zheng's protected activities and Defendants' adverse employment actions.

119. Due to the Defendants' illegal retaliation, Plaintiffs Li Rong Gao and Xiao Hong Zheng are entitled to preliminary and permanent injunctions barring the Defendants from any further retaliation against them or other Plaintiffs in this action. Plaintiffs Li Rong Gao and Xiao

Hong Zheng are further entitled to recover from the Defendants, jointly and severally, compensatory damages, back pay, front pay, and punitive damages, and reinstatement based upon the retaliation as well as reasonable attorneys' fees and costs of the action, including pre- and post-judgment interest, pursuant to NYLL § 215.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs respectfully request that this Court certify this action as an FLSA collective action on behalf of all other non-managerial employees of Guang Zhou Restaurant and issue notice to the class of their right to opt-into this action. Upon trial of this cause, Plaintiffs request that judgment be granted:

- a. Declaring Defendants' conduct complained of herein to be in violation of the FLSA, New York Minimum Wage Act, and NYLL and their respective regulations;
- b. Awarding Plaintiffs preliminary and permanent injunctions barring the Defendants from further retaliation against them;
- c. Awarding Plaintiffs and other non-managerial employees of Guang Zhou Restaurant who opt-into this action their unpaid minimum wages and overtime wages due under the FLSA.
- d. Awarding Plaintiffs their unpaid minimum wages and overtime due under the New York Minimum Wage Act, NYLL, and their respective regulations;
- e. Awarding Plaintiffs unpaid spread-of-hours wages due under the New York Minimum Wage Act;
- f. Awarding Plaintiffs compensation for gratuities unlawfully retained by Defendants under NYLL;

- g. Awarding Plaintiffs and other non-managerial employees of Guang Zhou Restaurant liquidated damages pursuant to 29 U.S.C. § 216;
- h. Awarding Plaintiffs liquidated damages pursuant to NYLL §§ 198(1-a), 663(1) due to Defendants' willful violation of New York state law;
- i. Awarding Plaintiffs compensatory damages, nominal damages, punitive damages, back pay, front pay, and punitive damages due under the NYLL based upon Defendants' illegal retaliation for engaging in protected activities;
- j. Awarding Plaintiffs reinstatement under the NYLL based upon Defendants' illegal retaliation for engaging in protected activities;
- k. Awarding Plaintiffs pre- and post-judgment interest; and
- l. Awarding Plaintiffs the costs of this action, together with reasonable attorneys' fees, and such other and further relief as this Court deems necessary and proper.

Dated: April ____, 2010

Respectfully submitted,

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Attorneys for Plaintiffs

* Pending attorney admission in the Eastern District of New York.

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LI RONG GAO and XIAO HONG ZHENG,

Plaintiffs,

-against-

PERFECT TEAM CORPORATION, d.b.a.
GUANG ZHOU RESTAURANT, JI SHIANG,
INC., d.b.a. GUANG ZHOU RESTAURANT,
FENG LIN, CHUN KIT CHENG, a.k.a. JUN JIE
ZHENG, JIA LI WANG, and CHEUK PING
CHEN,

Defendants.

No. _____

CONSENT TO SUE

I, **Li Rong Gao**, hereby consent to be a plaintiff in the above-captioned lawsuit pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216, to recover unpaid wages for work I performed for Perfect Team Corporation, d.b.a. Guang Zhou Restaurant, Ji Shiang, Inc., d.b.a. Guang Zhou Restaurant, Feng Lin, Chun Kit Cheng, a.k.a. Jun Jie Zheng, Jia Li Wang, and Cheuk Pink Chen, and related employers.

Date: 3-30-10

Signed: 
Li Rong Gao

TRANSLATOR CERTIFICATION

I, Wing Lam, hereby certify that I am fluent in both Mandarin Chinese and English, that I have correctly and accurately translated this document from English to Mandarin Chinese.

Date: 3-30-10

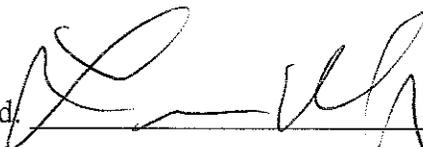
Signed: 

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LI RONG GAO and XIAO HONG ZHENG,

Plaintiffs,

-against-

PERFECT TEAM CORPORATION, d.b.a.
GUANG ZHOU RESTAURANT, JI SHIANG,
INC., d.b.a. GUANG ZHOU RESTAURANT,
FENG LIN, CHUN KIT CHENG, a.k.a. JUN JIE
ZHENG, JIA LI WANG, and CHEUK PING
CHEN,

Defendants.

No. _____

CONSENT TO SUE

I, **Xiao Hong Zheng**, hereby consent to be a plaintiff in the above-captioned lawsuit pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216, to recover unpaid wages for work I performed for Perfect Team Corporation, d.b.a. Guang Zhou Restaurant, Ji Shiang, Inc., d.b.a. Guang Zhou Restaurant, Feng Lin, Chun Kit Cheng, a.k.a. Jun Jie Zheng, Jia Li Wang, and Cheuk Pink Chen, and related employers.

Date: 3/30/10

Signed: 
Xiao Hong Zheng

TRANSLATOR CERTIFICATION

I, Wing Lam, hereby certify that I am fluent in both Mandarin Chinese and English, that I have correctly and accurately translated this document from English to Mandarin Chinese.

Date: 3-30-10

Signed: 