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Attorneys for Plaintiffs

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

-----x
**KYLE MCMAHON, LOREN MASH,
SANTOS HERNANDEZ, SHERRY
CARDOSO, and EMI HOWARD**

Plaintiffs,

v.

**BROOKLYN FARE KITCHEN CORP. d/b/a
CHEF'S TABLE AT BROOKLYN FARE,
CESAR RAMIREZ, and MOE ISSA,**

Defendants.
-----x

Index No.:

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiffs allege as follows:

JURISDICTION AND VENUE

1. This Court has original federal question jurisdiction under 28 U.S.C. § 1331 because this case is brought under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (“FLSA”) and 42 U.S.C. § 1981 (“Section 1981”). This Court has supplemental jurisdiction over the New York state law claims, as they are so related to the claims in this action within the Court’s original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

2. Venue is proper in this District because Defendants conduct business in this District, and the acts and/or omissions giving rise to the claims herein alleged took place in this District.

PARTIES

3. All Defendants are hereinafter collectively referred to as “Defendants.”

4. Defendant Brooklyn Fare Kitchen Corp. is a New York corporation that owns and operates Chef’s Table at Brooklyn Fare (“Chef’s Table”), a restaurant located at 200 Schermerhorn St., Brooklyn, NY. Upon information and belief, Brooklyn Fare Kitchen Corp. has an annual gross volume of sales in excess of \$500,000.

5. Defendant Cesar Ramirez manages employees at Chef’s Table and exercises sufficient control of Chef’s Table’s day to day operations to be considered Plaintiffs’ employer under the FLSA and New York law.

6. Defendant Ramirez had the ability to hire and fire employees at Chef’s Table. For example, he hired and terminated Plaintiffs Sherry Cardoso and Santos Hernandez.

7. Defendant Ramirez had control over employees’ pay. For example, he told Plaintiffs Cardoso and Hernandez how much they would be paid for working at Chef’s Table.

8. Defendant Ramirez had authority with respect to scheduling at Chef’s Table. For example, Defendant Ramirez responded to Plaintiff Hernandez’ request for two days off by telling him that if he took the day off, his employment was over. When Mr. Hernandez took the day off, his employment at Chef’s Table ended.

9. Defendant Moe Issa is an owner and manager at Chef’s Table.

10. Defendant Issa has authority to hire and fire employees at Chef’s Table. For example, Mr. Issa hired Plaintiff Howard and terminated Plaintiffs Howard and McMahon.

11. Defendant Issa had and exercised authority with respect to how employees were paid, including but not limited to the distribution of tips at Chef's Table.

12. Defendants Issa is responsible for maintaining employment/payroll records at Chef's Table.

13. Plaintiff Kyle McMahon was employed by Defendants as a server from August 2014 until November 2014.

14. Plaintiff Sherry Cardoso was employed by Defendants as a sous chef from January 2014 until September 2014.

15. Plaintiff Emi Howard was employed by Defendants as a server from July 2013 until June 2014.

16. Plaintiff Santos Hernandez was employed by Defendants as a prep cook in 2011, and as a back server for several months in 2014.

17. Plaintiff Loren Mash was employed by Defendants as a back server from March 2014 until June 2014.

FACTS

Wage and Hour Claims

18. Defendants claim on their website that "Chef's Table at Brooklyn Fare, Brooklyn's only *three Michelin-starred* restaurant, is unlike any other."

19. At Chef's Table, 18 customers per night (occasionally twice per night) are seated around a large kitchen counter, with Defendant Ramirez at the center. Customers are served prix-fixe meal consisting of fifteen small plate courses.

20. The current prix-fixe price is \$255 per person plus New York tax and a 20% service charge.

21. Throughout Plaintiffs' employment, Defendants charged this roughly \$51 service charge and did not distribute any of it to service employees, such as Plaintiffs McMahon, Howard, and Mash.

22. Chef's Table's prix-fixe does not include wine, which was sold separately. Customers who purchased wine at the restaurant often left additional tips (*i.e.* on top of the service charge) for the service employees.

23. When customers paid extra tips, Defendants illegally withheld significant portions of these tips, without distributing them in their entirety to service employees, such as Plaintiffs McMahon, Howard, and Mash.

24. With the exception of Plaintiff Hernandez in 2011, Plaintiffs worked over 10 hours almost every shift that they worked during their employment with Defendants.

25. Defendants did not pay Plaintiffs New York's "spread of hours" premium.

26. Defendants did not provide Plaintiffs with the appropriate wage notices required by New York Labor Law § 195.

27. Plaintiff Cardoso frequently worked over 70 hours per week for Defendants.

28. Defendants paid Plaintiff Cardoso a weekly fixed amount without any additional pay for overtime.

29. During the period of time in 2011 that Plaintiff Hernandez worked as a prep cook, he worked about 9 hours per day, 6 days per week.

30. In 2011, Defendants paid Plaintiff Hernandez \$400 per week, with no additional pay for overtime.

31. When Mr. Ramirez returned in 2014 as a back server, he worked 5 to 6 days per week, with workdays lasting at least 10 hours. For this period, Defendants paid Mr. Ramirez \$750 per week, with no additional pay for overtime.

32. Plaintiff Mash worked 5 to 6 days per week, with workdays lasting at least 10 hours. Defendants paid Plaintiff Mash an amount equal to the tip credit minimum wage for her hours worked.

33. However, Defendants were not entitled to pay Ms. Mash pursuant to federal or state tip credits because (a) Defendants did not give Ms. Mash proper notice of the tip credit, and (b) Defendants retained portions of Ms. Mash's tips.

34. Defendants did not pay Plaintiff Mash the appropriate overtime rate for overtime worked.

Discrimination Claims

35. Plaintiff Emi Howard is Asian American.

36. When speaking with Ms. Howard and other employees, Defendant Ramirez routinely referred to Asian customers as "shit people."

37. Defendant Ramirez many times instructed Ms. Howard not to place "shit people," *i.e.*, Asian customers, at the parts of the kitchen counter that were closest in proximity to his own place, the center.

38. When a large piece of meat was cut into many pieces for the guests, Defendant Ramirez instructed Ms. Howard to give the worst pieces of meat to the "shit people," *i.e.*, Asian people, and to "Upper West Siders."

39. Ms. Howard several times complained to Defendant Ramirez about his disgusting treatment of Asian people, but to no avail.

40. On one occasion, Ms. Howard “violated” Defendant Ramirez’ discriminatory rule by seating Asian individuals close to his spot at the center of the kitchen counter.

41. In response, Defendant Ramirez subjected Ms. Howard to a wild verbal tirade. In addition, Mr. Ramirez from then on took control of the seating, so that he could ensure that no Asians be sat next to his place.

42. Ultimately, in June 2014, Defendants discriminated/retaliated against Plaintiff Howard by terminating her employment.

43. In November 2014, Plaintiff McMahan complained to Defendant Issa about Defendants’ illegal retention of employees’ tips.

44. On or about November 20, 2014, Defendants retaliated against Plaintiff McMahan by terminating her employment.

FIRST CLAIM FOR RELIEF
(FLSA Minimum Wage Violations, 29 U.S.C. §§ 201, et seq.
Brought By Plaintiff Mash)

45. Plaintiff Mash realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

46. At all relevant times, 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 FLSA, 29 U.S.C. § 203. At all relevant times, Defendants have employed, “employee[s],” including Plaintiffs.

47. Throughout the statute of limitations period covered by these claims, Defendants knowingly failed to pay Plaintiff Mash the federal minimum wage for each hour worked.

48. Plaintiff Mash seeks damages in the amount of her unpaid compensation, liquidated (double) damages as provided by the FLSA for minimum wage violations, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

SECOND CLAIM FOR RELIEF
(FLSA Overtime Violations, 29 U.S.C. §§ 201 *et seq.*
Brought By Plaintiffs Hernandez, Cardoso and Mash)

49. Plaintiffs Hernandez, Cardoso and Mash reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

50. Throughout the statute of limitations period covered by these claims, Plaintiffs Hernandez, Cardoso and Mash regularly worked in excess of forty (40) hours per workweek.

51. At all relevant times, Defendants willfully, regularly and repeatedly failed to pay Plaintiffs Hernandez, Cardoso and Mash at the required overtime rate for hours worked in excess of forty (40) hours per workweek.

52. Plaintiffs seek damages in the amount of their respective unpaid overtime compensation, liquidated (double) damages as provided by the FLSA for overtime violations, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

THIRD CLAIM FOR RELIEF
(New York State Minimum Wage Violations, N.Y. Lab. L. §§ 650 *et seq.*
Brought By Plaintiff Mash)

53. Plaintiff Mash realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

54. Defendants knowingly paid Plaintiff Mash less than the New York State minimum wage.

55. Defendants did not pay Plaintiff Mash the New York minimum wage for all hours worked.

56. Defendants' failure to pay Plaintiff Mash the New York minimum wage was willful.

57. As a result of Defendants' willful and unlawful conduct, Plaintiff Mash is entitled to an award of damages, including liquidated damages, in amount to be determined at trial, pre- and post-judgment interest, costs and attorneys' fees, as provided by N.Y. Lab. Law § 663.

FOURTH CLAIM FOR RELIEF
(New York State Overtime Violations, N.Y. Lab. L. §§ 650 *et seq.*
N.Y. Comp. Codes R. & Regs. Tit. 12, §§ 146-1.4,
Brought By Plaintiffs Hernandez, Cardoso and Mash)

58. Plaintiffs Hernandez, Cardoso and Mash reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

59. It is unlawful under New York law for an employer to suffer or permit a non-exempt employee to work without paying overtime wages for all hours worked in excess of forty (40) hours in any workweek.

60. Defendants willfully, regularly and repeatedly failed to pay Plaintiffs Hernandez, Cardoso and Mash at the required overtime rate for hours worked in excess of forty (40) hours per workweek.

61. As a result of Defendants' willful and unlawful conduct, Plaintiffs Hernandez, Cardoso and Mash are entitled to an award of damages, including liquidated damages, in amount to be determined at trial, pre- and post-judgment interest, costs and attorneys' fees, as provided by N.Y. Lab. Law § 663.

FIFTH CLAIM FOR RELIEF
(Illegal Deductions from Gratuities, N.Y. Lab. L. §§ 193, 196-d and 198-b
Brought by Plaintiffs McMahon, Howard, Hernandez and Mash)

62. Plaintiffs McMahon, Howard, Hernandez and Mash reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

63. Defendants willfully retained portions of Plaintiffs McMahon, Howard, Hernandez and Mash's tips.

64. As a result of Defendants' willful and unlawful conduct, Plaintiffs McMahon, Howard, Hernandez and Mash are entitled to an award of damages, including liquidated damages, in amount to be determined at trial, pre- and post-judgment interest, costs and attorneys' fees, as provided by N.Y. Lab. Law § 663.

SIXTH CLAIM FOR RELIEF
(New York Spread of Hours Provisions, N.Y. Lab. L. § 650 *et seq.*,
N.Y. Comp. Code R. & Regs. tit. 12, §§ 146-1.6,
Brought by All Plaintiffs)

65. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

66. Plaintiffs' workdays regularly lasted more than ten (10) hours.

67. Defendants willfully and intentionally failed to compensate Plaintiffs one hour's pay at the basic New York minimum hourly wage rate when their workdays exceeded ten (10) hours, as required by New York law.

68. As a result of Defendants' willful and unlawful conduct, Plaintiffs are entitled to an award of damages, including liquidated damages, in amount to be determined at trial, pre- and post-judgment interest, costs and attorneys' fees, as provided by N.Y. Lab. Law § 663.

SEVENTH CLAIM FOR RELIEF
(New York Notice Requirements, N.Y. Lab. L. §§ 195, 198
Brought by All Plaintiffs)

69. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

70. Defendants did not provide Plaintiffs with the notices required by N.Y. Lab. Law § 195.

71. As a result of Defendants' unlawful conduct, Plaintiffs are entitled to an award of damages pursuant to N.Y. Lab. Law § 198, in amount to be determined at trial, pre- and post-judgment interest, costs and attorneys' fees, as provided by N.Y. Lab. Law § 663.

EIGHTH CLAIM FOR RELIEF
(42 U.S.C. § 1981
Brought by Plaintiff Howard)

72. Plaintiff Howard incorporates by reference each allegation of each preceding paragraph.

73. In violation of Section 1981, Defendants intentionally discriminated against Plaintiff Howard on the basis of her race and by subjecting Plaintiff Howard to a hostile work environment that was severe or pervasive enough to alter the terms and conditions her his employment and discharging Plaintiff her.

74. Defendants' conduct was outrageous and malicious, was intended to injure, and was done with reckless indifference to Plaintiff Howard's statutorily-protected civil rights.

75. As a result of Defendants' unlawful conduct, Plaintiff Howard is entitled to compensatory damages, including but not limited to lost wages and damages for emotional distress, punitive damages, post-judgment interest, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

NINTH CLAIM FOR RELIEF
(New York City Human Rights Law (“NYCHRL”))
N.Y. Admin. L. §§ 8-101 *et seq.* – Race and National Origin Discrimination
Brought by Plaintiff Howard)

76. Plaintiff Howard incorporates by reference each allegation of each preceding paragraph.

77. In violation of the NYCHRL, Defendants discriminated against Plaintiff on the basis of her race and national origin, and terminated her in retaliation for complaining about the discrimination.

78. As a direct and proximate consequence of Defendants’ race and national origin discrimination against Plaintiff Howard, she has suffered, and continues to suffer, substantial monetary damages, including, but not limited to, a loss of income, including past and future salary.

79. As a direct and proximate consequence of Defendants’ race and national origin discrimination against Plaintiff Howard, she has suffered, and continues to suffer, substantial non-monetary damages, including, but not limited to, emotional distress and physical pain and suffering.

80. Defendants’ conduct was outrageous and malicious, was intended to injure, and was done with reckless indifference to Plaintiff Howard’s statutorily-protected civil rights.

81. As a result of Defendants’ unlawful conduct, Plaintiff Howard is entitled to compensatory damages, including but not limited to lost wages and damages for emotional distress, punitive damages, post-judgment interest, attorneys’ fees and costs, and such other legal and equitable relief as this Court deems just and proper.

**TENTH CLAIM FOR RELIEF
(New York Labor Law Retaliation
New York Labor Law § 215)**

82. Plaintiff McMahon incorporates and realleges each preceding paragraph as though set forth in full herein.

83. Defendants willfully and unlawfully retaliated against Plaintiff McMahon for engaging in protected activities, namely, her complaint of tip theft.

84. In retaliating against Plaintiff McMahon, Defendants knowingly or recklessly acted in deliberate disregard of Plaintiff McMahon's rights.

85. As a direct and proximate consequence of Defendants' intentional, unlawful, and discriminatory employment policies and practices, Plaintiff McMahon has suffered, and continues to suffer, monetary damages including, but not limited to, a loss of income, including past salary, future salary, and company-sponsored benefits.

86. As a direct and proximate consequence of the Defendants' intentional, unlawful, and discriminatory employment policies and practices, Plaintiff McMahon has suffered, and continues to suffer, non-monetary damages including, but not limited to, humiliation and mental and physical pain and suffering.

87. As a result of Defendants' unlawful conduct, Plaintiff McMahon is entitled to compensatory damages, including but not limited to lost wages and damages for emotional distress, punitive damages, post-judgment interest, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

- A. An award of damages, according to proof, including liquidated damages under relevant statutes, to be paid by Defendants;
- B. Penalties available under applicable laws;
- C. Costs of action incurred herein, including expert fees;
- D. Attorneys' fees, including fees pursuant to 29 U.S.C. § 216, N.Y. Lab. L. § 663 and other applicable statutes;
- E. Pre-judgment and post-judgment interest, as provided by law; and
- F. Such other and further legal and equitable relief as this Court deems necessary, just and proper.

Dated: New York, New York
December 1, 2014

Respectfully submitted,

JOSEPH & KIRSCHENBAUM LLP

By:



D. Maimon Kirschenbaum
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Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all causes of action and claims with respect to which they have a right to a jury trial.

JS 44 (Rev. 1/2013)

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
 Kyle McMahon, Loren Mash, Santos Hernandez, Sherry Cardoso, and Emi Howard

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Joseph & Kirschenbaum, LLP
 233 Broadway, 5th Fl, New York, NY 10279
 212-688-5640

DEFENDANTS
 Brooklyn Fare Kitchen Corp. d/b/a Chef's Table at Brooklyn Fare, Cesar Ramirez, and Moe Issa

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

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER/STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input checked="" type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 FLSA

Brief description of cause:
 Plaintiffs were not properly Compensated under FLSA

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 _____ SIGNATURE OF ATTORNEY OF RECORD _____

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.

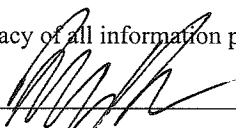
- Yes
- No

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: _____



AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York



Kyle McMahon, Loren Mash, Santos Hernandez,
Sherry Cardoso, and Emi Howard

Plaintiff

v.

Brooklyn Fare Kitchen Corp. d/b/a Chef's Table at
Brooklyn Fare, Cesar Ramirez, and Moe Issa

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Chef's Table at Brooklyn Fare;
Cesar Ramirez;
Moe Issa.

200 Schermerhorn St.
Brooklyn, NY 11201

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:

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

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: