

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JOEL FLORES, ELIEZER FLORES, EDER FLORES,  
DENIS FLORES, JAVIER MURILLO,  
and EDWIN MURILLO,

Plaintiffs,

17-CV-01316 (KBF)

-against-

**COMPLAINT**

CLAREMONT PROPERTIES, LLC a/k/a  
COUTINHO PROPERTIES PLUS ULTRA and a/k/a  
COUTINHO PROPERTIES, CHARLES  
COUTINHO, LLC, J & M FULTON AVENUE  
CORP., J & M COUTINHO, LLC, JAVIND 95TH  
STREET APARTMENTS LLC, JAVIND  
APARTMENT, LLC, 350 EAST 51<sup>ST</sup> STREET, LLC,  
FITZCHARLES PROPERTIES, LLC, 328 EAST  
74TH STREET, LLC, and CHARLES COUTINHO,

Defendants.

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Plaintiffs JOEL FLORES, ELIEZER FLORES, AVIER MURILLO, ELIEZER  
FLORES, EDWIN MURILLO and EDER FLORES, upon personal knowledge as to  
themselves and upon information and belief as to other matters, by their attorneys,  
RAPAPORT LAW FIRM, PLLC, as and for their Complaint, allege as follows:

**PRELIMINARY STATEMENT**

1. Plaintiffs bring this action seeking unpaid wages, including unpaid overtime  
compensation and interest thereon, reimbursement for unlawful deductions, liquidated  
damages and other penalties, injunctive and other equitable relief and reasonable attorneys'  
fees and costs, under, *inter alia*, the Fair Labor Standards Act ("FLSA") §§ 6 and 7, 29  
U.S.C. §§ 206 and 207.

2. This action further invokes diversity jurisdiction and the supplemental  
jurisdiction of this Court to consider claims arising under New York Labor Law ("NYLL")

(e.g., New York Wage Payment Act; NY Labor Law §§ 191, 193, 195, and 12 N.Y.C.R.R. Part 141-1.9, 2.10, Part 142, and NY Labor Law § 215).

3. Defendants operate as a unified and centrally-controlled real estate enterprise (hereinafter referred to as the “Coutinho Enterprise”) that owns and controls at least 18 rental apartment buildings in New York and Westchester Counties.

4. The Coutinho Enterprise had policies of encouraging, and/or requiring Plaintiffs to work in excess of forty (40) hours per week, at rates of pay that were, at times, below minimum wage, and without paying them overtime compensation as required by the FLSA and NYLL.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction of this action pursuant to the provisions of the Fair Labor Standards Act of 1938 (“FLSA”), 29 U.S.C. §§ 201 et seq., including under 29 U.S.C. §§ 207, 216, and 217. This Court also has jurisdiction in light of the existence of a controversy arising under the laws of the United States (28 U.S.C. §1331), diversity jurisdiction under 28 U.S.C. §1332, and supplemental jurisdiction to consider claims arising under New York state law, pursuant to 28 U.S.C. §1367.

6. Venue as to Defendants is proper in this judicial district, pursuant to 28 U.S.C. §1391. Defendants transact business and have agents in the Southern District and are otherwise within this Court’s jurisdiction for purposes of service of process. Defendants operate facilities and employed Plaintiffs in this judicial district.

7. This Court has personal jurisdiction over the Defendants, pursuant to New York Civil Practice Law and Rules § 301, in that, *inter alia*, Defendants reside and/or transact business within this State, employed Plaintiffs within the State of New York and otherwise engaged in conduct that allows for the exercise of jurisdiction as permitted by the

Constitution of the United States and the law of the State of New York, and accordingly may be served with process pursuant to Fed.R.Civ.P. 4(h)(1).

**THE PARTIES**

*Plaintiffs: Joel Flores, Eliezer Flores, Eder Flores, Javier Murillo, and Edwin Murillo*

8. Plaintiff Joel Flores is an adult, natural person who resides in the City, County and State of New York, who performed maintenance work for Defendants at various buildings owned and controlled by the Coutinho Enterprise for a period of approximately 18 years, until he was discharged on or about October 4, 2016.

9. Plaintiff Eliezer Flores is an adult, natural person who resides in the City, County and State of New York, and he worked as a handyman for the Coutinho Enterprise for approximately nine years, until in or about July 2014.

10. Plaintiff Eder Flores is an adult natural person who resides in the City, County and State of New York, who worked as a porter and superintendent's assistant for the Coutinho Enterprise for approximately eight years until in or approximately August 2014.

11. Plaintiff Denis Flores is an adult natural person who resides in the Bronx, New York. He performed renovation work and labor from 2010 through 2016.

12. Plaintiff Javier Murillo is an adult, natural person who resides in the County of Westchester, State of New York, who performed maintenance work for the Coutinho Enterprise, including at 160 East 4<sup>th</sup> Street, Mount Vernon, New York, since or about 2000 until he was discharged from his job in July 2016.

13. Plaintiff Edwin Murillo is an adult, natural person who resides in the City of Yonkers, County of Westchester and State of New York.

14. Edwin Murillo worked as a handyman at multiple buildings owned and controlled by the Coutinho Enterprise for approximately 12 years until on or about September 2, 2016.

*Defendants:*

15. Defendants operate and directly and/or indirectly own and control at least 18 multiple family apartment buildings in Westchester and New York Counties. The Coutinho Enterprise, and the entities that comprise it, are controlled by members of the Coutinho extended family.

16. The Coutinho Enterprise functions for a common business purpose, to wit: owning, controlling and managing rental apartment buildings located in New York and Westchester Counties through its constituent entities from a centralized main office located at 60 East 42<sup>nd</sup> Street, New York, NY.

17. The Coutinho Enterprise and its constituent entities share a common logo, a common website, and the Coutinho Enterprise publicly presents itself as a single, unified business enterprise with extensive residential real estate experience. On its website, the Coutinho Enterprise describes itself as: “Coutinho Properties: forty years of real estate experience in the greater New York area”. (<https://coutinhoproperties.com/brokerage/>, accessed on February 21, 2017).

18. On its website, the Coutinho Enterprise describes its “Manhattan Portfolio” as consisting of: 302, 305, 312, and 322 East 104<sup>th</sup> Street; 328 East 74<sup>th</sup> Street; 305 East 95<sup>th</sup> Street; 317 East 75<sup>th</sup> Street; 180 Claremont Avenue; 32 West 86<sup>th</sup> Street, 69 West 107<sup>th</sup> Street; 108-10 West 111<sup>th</sup> Street; 5 West 101<sup>st</sup> Street; 245-247 West 113<sup>th</sup> Street; and 230 West 113<sup>th</sup> Street. (<https://coutinhoproperties.com/property/property/> (accessed on February 21, 2017).

19. On its website, the Coutinho Enterprise describes its “Westchester Portfolio” as consisting of: 257 Valentine Lane, Yonkers; 160 East 4<sup>th</sup> Street, Mt. Vernon; 256-266 South Fulton Ave., Mt. Vernon; 265-279 Franklin Ave., Mt. Vernon; and 305-325 Franklin Ave., Mt. Vernon.

20. Upon information and belief, and at all times herein relevant, Claremont Properties LLC (“Claremont”) is a New York corporation doing business in New York, Bronx and Westchester Counties of the State of New York, with a principal place of business located at 60 East 42<sup>nd</sup> Street, New York, New York 10165.

21. Upon information and belief, at times relevant hereto, Claremont was the title holder and owner of record of several buildings where Plaintiffs were employed, including, *inter alia*, 180 Claremont Avenue, New York, NY and 317 East 75<sup>th</sup> Street, New York, NY.

22. Upon information and belief, J & M Fulton Avenue Corp., (“J&M Fulton”) is a New York corporation doing business in New York County, New York, with a principal place of business at 60 East 42<sup>nd</sup> Street, New York, New York 10165.

23. Upon information and belief, J&M Fulton is owned and controlled by members of the Coutinho family, including but not limited to Charles Coutinho.

24. Upon information and belief, J & M Fulton is the title owner of one or more of the properties, where plaintiffs Eder Flores, Eliezer Flores, and Denis Flores worked and where plaintiffs Denis Flores and Eliezer Flores worked.

25. Upon information and belief, J & M Coutinho, LLC (“J&M Coutinho”) is a New York corporation doing business in New York County, New York, with a principal place of business at 60 East 42<sup>nd</sup> Street, New York, New York 10165.

26. Upon information and belief, J & M Coutinho is owned and controlled by members of the Coutinho family, including but not limited to Charles Coutinho.

27. Upon information and belief, J & M Coutinho is the title owner of 322 East 104<sup>th</sup> Street, New York, NY, where plaintiffs Eder Flores, Eliezer Flores, and Denis Flores worked, and 312 East 104<sup>th</sup> Street, where plaintiffs Denis Flores and Eliezer Flores worked.

28. Upon information and belief, Javind 95th Street Apartments is a New York corporation doing business in New York County, New York, and it holds title to 303 and 305 East 95th Street, where plaintiffs Denis and Eliezer Flores worked.

29. Upon information and belief, Javind Apartment, LLC, is a New York corporation doing business in New York County, New York, and it is the title owner of 32 West 86<sup>th</sup> Street, New York, NY, where plaintiffs Denis and Eliezer Flores worked, and 230 West 113<sup>th</sup> Street, New York, NY, where plaintiff Denis Flores performed work.

30. Upon information and belief, 350 East 51<sup>st</sup> Street, LLC is a corporation organized under the laws of the State of New York doing business in New York County, and it holds title to and owns 69 West 107<sup>th</sup> Street, where plaintiffs, including but not limited to Denis Flores, worked.

31. Upon information and belief, Fitzcharles Properties, LLC, is a corporation organized under the laws of the State of New York doing business in New York County, and it is the title owner of 108 - 110 West 111<sup>th</sup> Street, New York, NY.

32. Upon information and belief, 328 East 74th Street, LLC is a corporation organized under the laws of the State of New York doing business in New York County, and it is the title owner of 328 East 74<sup>th</sup> Street, New York, NY, where Plaintiff Eliezer Flores worked.

33. Upon information and belief, Charles Coutinho, LLC is a New York corporation doing business in New York County, New York, and it is controlled by Defendant Charles Coutinho and functions as part of the Coutinho Enterprise.

34. Upon information and belief, Charles Couthino, LLC serves as managing agent for most, if not all, of the buildings controlled by the Coutinho Enterprise, including but not limited to: 180 Claremont Avenue, New York, NY; 322 East 104 Street, New York,

NY; 69 West 107<sup>th</sup> Street, New York, NY; 108 West 111<sup>th</sup> Street, New York, NY; 230 West 113<sup>th</sup> Street, New York, NY; 328 East 74<sup>th</sup> Street, New York, NY; and 317 East 75<sup>th</sup> Street.

35. Upon information and belief, Charles Coutinho is an adult natural person who is Managing Director & Principal of Claremont Properties, LLC.

36. Upon information and belief, Charles Coutinho exercises control over and is the most senior corporate officer and/or managing member of Coutinho Properties, LLC.

37. Upon information and belief, Charles Coutinho resides in the City, County and State of New York.

38. Upon information and belief, at all times herein relevant, the entities described in paragraphs 20 – 34 above comprise the Coutinho Enterprise, and their operations, including but not their personnel policies, are overseen by defendant Charles Coutinho from a principal place of business at 60 East 42<sup>nd</sup> Street, New York, NY 10165.

39. The Coutinho Enterprise (and the entities of which it is comprised) is an integrated enterprise, with common management, control, personnel, wage and overtime policies, ownership, and inextricably intertwined operations and functioning.

40. Defendants subject their employees to the same policies and procedures, in particular policies and procedures relating to the violations alleged in this Complaint.

### **COMMON FACTUAL ALLEGATIONS**

41. As described herein, Defendants have, for years, knowingly engaged in unlawful business practices by requiring employees to work numerous hours of overtime on a daily and/or weekly basis without overtime compensation.

42. Defendants have been and continue to be employers engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

43. At all relevant times, Defendants employed, and/or continue to employ, Plaintiffs within the meaning of the FLSA.

44. At all relevant times, Defendants employed, and/or continue to employ, Plaintiffs within the meaning of the NYLL, §§ 2 and 651.

45. Upon information and belief, at all relevant times, the Coutinho Enterprise has had annual gross revenues in excess of \$500,000.00.

**(a) Joel Flores**

46. Joel Flores began working for the Coutinho Enterprise in or about 1999 until on or about November 4, 2016. Joel Flores performed maintenance work for Defendants at (a) 180 Claremont Ave, New York, NY, for 12 years until approximately 2003; and then (b) 32 West 86 Street and 69 West 107<sup>th</sup> Street, New York, NY until in or about October 2016.

47. Joel Flores' routine responsibilities involved virtually all aspects of maintaining the buildings where he was assigned to work, including renovation of apartments, electrical work, plumbing, carpentry, sanding and polishing wood floors, patching roofs, showing apartments, cleaning all surfaces and areas, boiler maintenance, unclogging drains and more.

48. Joel Flores was also routinely called upon to perform work at Defendants' other buildings (*i.e.*, at buildings others than the two buildings where he was regularly assigned to work).

49. Defendants and tenants contacted Joel Flores by his cellular telephone or by knocking on his door during evening and overnight hours.

50. Urgent issues requiring immediate attention arose at all hours of the day and night, and Joel Flores was required to be on-call to handle these matters as they arose.

51. Defendants insisted that Joel Flores perform renovation work on various apartments without obtaining DOB permits and without providing Joel Flores with adequate

protections against injury. In sum, Defendants did not hesitate to place him in danger, and they disregarded NY Labor Law and other laws and regulations in their operation of the buildings and in the workplace conditions that they imposed on Joel Flores.

52. Defendants insisted that Joel Flores work seven days per week, and that he be on-call 24 hours per day.

53. It is conservatively estimated that throughout his employment, Joel Flores worked an average of 75 hours per week, but he was compensated at far less than the amount of premium overtime that Defendants were obligated to pay to him under the NYLL and FLSA.

54. During the entire period of his employment, Joel Flores was unlawfully deprived of overtime compensation to which he is entitled under the Fair Labor Standards Act and NYLL.

55. During the entire period of his employment, Defendants violated the NYLL and FLSA by requiring that Joel Flores purchase his own tools of trade to do his assigned work. Among other tools, Joel Flores was forced to supply his own electrical saw and other tools.

56. Upon discharging Joel Flores, Defendants have locked Joel Flores' tools in the buildings where he was assigned to work, thus depriving him of his property.

**(b) Eliezer Flores**

57. Eliezer Flores began working for the Coutinho Enterprise beginning in or about 2006 until in or about July 2014.

58. Eliezer Flores worked as a handyman at multiple buildings controlled by the Coutinho Enterprise, including at 328 East 75<sup>th</sup> Street, New York, NY; 240 East 52<sup>nd</sup> Street, New York, NY; 312 East 104<sup>th</sup> Street, New York, NY; 322 East 104<sup>th</sup> Street, New York, NY; 303-305 East 95<sup>th</sup> Street, New York, NY, to name a few.

59. Eliezer Flores' routine responsibilities included, among other things, plumbing, painting, lock repair, window repair, assisting with electrical work; installing radiators; bathroom and kitchen repairs cleaning, minor repairs, polishing wood floors, and countless other tasks.

60. Eliezer Flores also performed extensive apartment renovation work.

61. Eliezer Flores had a regular work schedule of 48 hours per week, consisting of six work days (Monday through Saturday) of eight hours per day.

62. However, Eliezer Flores was also regularly required to perform repairs for tenants during evening hours after his normal workday, and he resided in a building owned by Defendants for the specific purpose of being available for evening and nighttime repairs. As a result of this evening and overnight repair work, it is conservatively estimated that Eliezer Flores worked an average of 54 hours per week throughout his employment.

63. Eliezer Flores received a fixed salary, with no compensation for overtime. Defendants failed to provide any pay stubs or other information about his rate of pay when they paid him.

**(c) Eder Flores**

64. Eder Flores began working for the Coutinho Enterprise in or about 2006 until in or about July 2014 as a handyman and porter at multiple buildings. He typically worked seven days per week.

65. On Mondays, Wednesdays and Fridays, Eder Flores performed his porter responsibilities at five buildings, to wit: 302, 305, 312, and 322 East 104<sup>th</sup> Street, New York, NY and 305 East 95<sup>th</sup> Street.

66. On Sundays, Tuesdays, Thursdays and Saturdays, Eder Flores served as handyman at various buildings through Manhattan that were owned and controlled by the Coutinho Enterprise. His work involved, *inter alia*, plumbing, painting, lock repair, window

repair, assisting with electrical work, installing radiators, bathroom and kitchen repairs, cleaning, minor repairs, polishing wood floors, providing entry for exterminators and other vendors, responding to tenant requests, and countless other tasks.

67. Eder Flores was required to check the garbage compactor at 305 East 95<sup>th</sup> Street seven days per week; in winter, he checked the boiler of this building seven days per week.

68. In winter months, Eder Flores was often asked by building tenants to check boilers at the various buildings where he served as porter at all hours of the day and night.

69. It is conservatively estimated that Eder Flores worked an average approximately 64 hours per week, and on occasion, far more than that.

70. Eder Flores was paid a fixed sum per week, with no compensation for overtime hours.

**(d) Denis Flores**

71. Denis Flores began working for the Coutinho Enterprise in or about 2010 until in or about July 2015.

72. Denis Flores worked as a construction worker and laborer at multiple buildings controlled by the Coutinho Enterprise, and his work was particularly focused on labor relating to apartment renovations.

73. A partial list of the buildings where Denis Flores performed renovation work and labor for the Coutinho Enterprise include 180 Claremont Avenue, New York, NY; 312 and 322 East 104<sup>th</sup> Street, New York, NY; 303-305 East 95<sup>th</sup> Street, 230 West 113<sup>th</sup> Street, 69 West 197<sup>th</sup> Street, 305 East 104<sup>th</sup> Street, 32 West 86<sup>th</sup> Street; 160 East 4<sup>th</sup> Street, Mt. Vernon, NY.

74. Denis Flores' regular work schedule was 8:00 a.m. to 7:00 p.m. on weekdays, and eight hours on Saturdays, for a total weekly work schedule of 63 hours.

75. Denis Flores was paid \$10.75 as his regular hourly rate for hours worked up to forty per week. For overtime hours, Denis Flores was paid at his straight-time rate, with: (a) straight time (rather than time and one-half) for up to fourteen hours of overtime; and (b) for overtime hours above fourteen hours per week, no compensation at all. Yet, Denis Flores routinely worked more than 14 hours of overtime per week.

**(e) Javier Murillo**

76. Javier Murillo began working for the Coutinho Enterprise in or about 1998 until in or about July 2016.

77. Javier Murillo worked as superintendent of 160 East 4<sup>th</sup> Street, Mount Vernon, New York (“160 East 4<sup>th</sup>”).

78. 160 East 4<sup>th</sup> is a 50-unit apartment building.

79. Javier Murillo’s routine responsibilities as superintendent included, among other things, cleaning, mopping, minor repairs, plastering, minor plumbing, accepting oil deliveries, supplies, communicating with tenants of 160 East 4th regarding minor repairs, sweeping the sidewalk, recycling, weekly garbage, cleaning the elevator hold, showing vacant apartments, cleaning and removing discarded items from newly-vacated apartments, installing kitchen appliances including stoves and refrigerators, maintaining bathroom and kitchen faucets, communicating with contractors, and allowing emergency responders, including police, ambulance and fire personnel, into 160 East 4th.

80. Javier Murillo was required to be on call at all hours to address reoccurring emergent issues at 160 East 4th, such as clogged toilets, leaks, falling ceilings, replacing lock cylinders, fixing lights, and other issues that either the Defendants or tenants of 160 East 4th demand that he address. Defendants and tenants contacted Javier Murillo by his cellular telephone or by knocking on his door at all hours of the day and night.

81. Urgent and/or unanticipated work that required immediate attention arose at any hour, seven days per week, for which Javier Murillo was required to be on call.

82. It is conservatively estimated that throughout his employment, Javier Murillo worked an average of 20 hours of overtime a week for which he was not paid time and a half his regular rate of pay for all hours worked in excess of forty hours in a workweek.

83. During the entire period of his employment, Javier Murillo was unlawfully deprived of overtime compensation to which he is entitled under the Fair Labor Standards Act.

84. Defendants paid Javier Murillo a fixed amount per week for hours up to forty week, and a modest extra amount for overtime, which was only at a small fraction of the overtime compensation that Murillo was owed, and they never paid him time and one-half his hourly rate for overtime hours worked.

**(f) Edwin Murillo**

85. Edwin Murillo performed maintenance work for the Coutinho Enterprise from in or about March 2006 through 2016, primarily at Defendants' buildings in Westchester County, New York. The buildings where Edwin Murillo worked included 160 East 4th, where he was the superintendents' helper. He also performed work at 257 Valentine Street, Yonkers, NY.

86. Edwin Murillo routinely worked 52 or more hours per week.

87. Instead of paying Murillo premium overtime compensation, Defendants would pay Murillo at his regular hourly rate for overtime.

88. Solely by way of example, during the pay period ending on March 18, 2016, Edwin Murillo worked 10 hours of overtime. However, Defendants paid him no premium overtime compensation, and instead they paid him at his regular hourly rate for all hours.

89. Defendants instructed Edwin Murillo to carry a wheelchair-bound tenant at 160 East 4<sup>th</sup> up and down that building's stairs – a task that required his availability 2 or 3 times per week, sometimes after his normal work schedule.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**FLSA Overtime Wage Violations, 29 U.S.C. §§ 201 *et seq.***

90. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

91. At all relevant times hereto, the Defendants have been employers engaged in commerce, as defined under 29 U.S.C. § 203(b) and (d). Defendants employed Plaintiffs as maintenance workers, employment positions which engaged the employees in commerce, as defined under 29 U.S.C. §§ 203(b), (e), (g) and 29 U.S.C. § 207(a)(1). At all times relevant hereto, Defendants have been an “enterprise engaged in commerce or in the production of goods for commerce,” as defined under 29 U.S.C. § 203(s)(1).

92. In the performance of their duties for Defendants, Plaintiffs worked substantially more than forty (40) hours per week, yet did not receive overtime compensation for the work, labor and services they provided to Defendants, as required by the FLSA, 29 U.S.C. §§ 206 and 207. The precise number of unpaid overtime hours will be proven at trial.

93. Defendants' violations of the FLSA were willful violations of the FLSA, within the meaning of 29 U.S.C. § 255(a).

94. As a result of the foregoing, Plaintiffs seeks judgment against Defendants for all unpaid wages, including overtime wages owed by Defendants to Plaintiffs for the three-year period preceding the filing of this case, together with an award of an additional equal amount as liquidated damages, and costs, interest, and reasonable attorneys' fees, as provided for under 29 U.S.C. § 216(b).

**AS AND FOR A SECOND CAUSE OF ACTION**  
**New York Labor Law – Overtime Wages**

95. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

96. The overtime wage provisions of the NYLL, including Article 19, and its supporting regulations, apply to Defendants and Plaintiffs.

97. Defendants willfully failed to pay Plaintiffs for all of the hours that they worked in excess of 40 hours in a workweek.

98. Defendants willfully failed to pay Plaintiffs premium overtime at a rate of time and one-half their regular hourly rate for all hours worked in excess of 40 hours per workweek.

99. Defendants willfully failed to keep, make, preserve, maintain, and furnish accurate records of time worked by Plaintiffs.

100. As a result of Defendants' knowing or intentional failure to pay Plaintiffs overtime wages for hours worked in excess of 40 hours per workweek, Plaintiffs are entitled to compensation unpaid overtime, liquidated damages, attorneys' fees and costs of the action, and pre-judgment and post-judgment interest.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**Illegal Deductions, New York Labor Law, Article 19 § 193**  
**12 N.Y.C.R.R. § 2.10(a).**

101. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

102. In violation of the New York Labor Law, Article 19, § 193, Defendants unlawfully deducted wages from Plaintiffs, including *inter alia*, deductions by requiring them to spend their own money on work-related expenses,

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**Wage Statement Violations**

103. Plaintiffs repeat and reallege each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

104. Defendants willfully failed to provide Plaintiffs with written notices, in English and in Spanish (Plaintiffs' primary language), of their rate of pay, regular pay day, and such information as required by NYLL § 195(3) and/or 198(1-b)

105. Due to Defendants' violations of the NYLL, Plaintiffs are each entitled to recover from Defendants one hundred dollars (\$100) for each workweek that the violations occurred or continue to occur, or a total of twenty-five hundred (\$2,500) dollars, as provided for by the NYLL §§ 190 *et seq.*, liquidated damages as provided for by the NYLL, reasonable attorneys' fees, costs, pre-judgment and post-judgment interest, and injunctive and declaratory relief.

**RELIEF SOUGHT**

**WHEREFORE**, the Plaintiffs respectfully request that the Court grant the following relief:

1. That the Court declare, adjudge and decree that Defendants violated the overtime provisions of the FLSA and NYLL as to Plaintiffs;
2. That the Court make an award to Plaintiffs of damages and/or restitution for the amount of unpaid compensation, unpaid overtime compensation, including interest thereon, and statutory penalties in an amount to be proven at trial, as well as liquidated damages.
3. That the Court make an award to the reimbursement for all unlawful deductions, including costs that Plaintiffs incurred to purchase their own tools of the trade.

4. An award of statutory damages for Defendants' failure to provide Plaintiffs with statements and information required by NYLL § 198(1-b) and (1-d) and NYLL § 195(3).

5. For all other Orders, findings and determinations identified and sought in this Complaint;

6. For prejudgment and post-judgment interest on the amount of any and all economic losses, at the prevailing legal rate, to the fullest extent allowed by law;

7. For reasonable attorneys' fees and expenses of this action, pursuant to 29 U.S.C. § 216(b), New York Labor Law and as otherwise provided by law; and

8. Such other relief as this Court deems just and proper.

**JURY DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all questions of fact raised by the Complaint.

Dated: February 24, 2017

**RAPAPORT LAW FIRM, PLLC**

/s/

By: \_\_\_\_\_  
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