

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

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 FAITH SUNSHINE CARDINO, :  
 :  
 Plaintiff, : Index No.  
 :  
 -against- :  
 :  
 BROADHOLLOW HOSPITALITY LLC, d/b/a :  
 JEWEL RESTAURANT, RUBIE’S COSTUME :  
 COMPANY INC., MICHAEL ROSS, in his :  
 individual and professional capacities, and TOM :  
 SCHAUDEL, in his individual and professional :  
 capacities, JOE SOCCODATO, in his individual :  
 and professional capacities and ANN MAY, in her :  
 individual and professional capacities, :  
 :  
 Defendants. :  
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**COMPLAINT**

**Jury Trial Demanded**

Plaintiff Faith Sunshine Cardino (“Plaintiff”) by and through her undersigned counsel Wigdor LLP, as and for her Complaint in this action against Defendants Broadhollow Hospitality LLC, d/b/a Jewel Restaurant (“Jewel” or the “Restaurant”), Rubie’s Costume Company Inc. (“Rubie’s”), Michael Ross, in his individual and professional capacities, Tom Schaudel, in his individual and professional capacities, Joe Soccodato, in his individual and professional capacities, and Ann May, in her individual and professional capacities, (collectively, “Defendants”), hereby alleges Federal and State wage and hour as well as state and common law tort and sexual harassment claims as follows:

**PRELIMINARY STATEMENT**

1. On December 17, 2016, Faith Cardino did not ask to have Chef Michael Ross snuck up behind Faith Cardino while she was helping set up a buffet table at Jewel. Michael Ross grabbed her waist and thrust his crotch against her buttocks and forcibly held himself against her backside in a sexual manner for ten agonizing, terrifying seconds. Ms. Cardino was

brought to tears right then and there in the middle of her shift, at a job that she needed to help support herself and her family. She was immediately overcome by a feeling of helplessness and despair, as if she was fair game to the sexual impulses of a male superior who clearly felt that he could do whatever he wanted to then female restaurant staff and get away with it. Ms. Cardino made one simple request to the management of the Restaurant and Rubie's immediately after this harrowing assault: please help me and protect me, and do not let Michael Ross get away with treating me in this demeaning, dehumanizing way.

2. Unfortunately, instead of protecting Ms. Cardino, Defendants instead began a campaign aimed at silencing Ms. Cardino and forcing her to quit. Defendants' retaliation included her sudden removal from the Restaurant's work schedule without warning. Their retaliation also included warning other employees that they better not ask Ms. Cardino to cover their shifts if they had to miss one. Ms. Cardino was also called a "liar" and a "drug addict," even as she tried to plead with Defendants, telling them that she did not do anything wrong. Finally, Defendants fired Ms. Cardino less than two months after she was assaulted by Mr. Ross.

3. No one should have to go through what Ms. Cardino had to experience. Not only was she sexually assaulted in her workplace, but she was later victimized yet again, this time by her employer, whose management not only deliberately turned a blind eye to the assault in favor of their Executive Chef, but also actively moved against her, and hourly sever employee.

4. Now, Ms. Cardino has summoned the courage to let her voice be heard, and she brings this action to seek redress and justice for Defendants' egregious and unlawful conduct, and to help prevent other female employees at Jewel from ever again feeling helpless and victimized the way she did, first when she was assaulted, and then betrayed by her employer.

5. Jewel and Rubie's retaliatory acts towards Ms. Cardino despite Mr. Ross's repeated sexual harassment was not the only unlawful behavior Defendants undertook or conspicuously ignored. Defendants also engaged in widespread violations of Federal and State wage and hour laws, including impermissible taking of gratuities, violations of minimum wage and overtime requirements, failure to make spread of hours payments, failure to pay straight time wages, as well as uniform purchase and maintenance violations.

### **NATURE OF THE CLAIMS**

6. Ms. Cardino is a former Server at Jewel, located in Melville, New York. During her employment at Jewel, Ms. Cardino was subjected to numerous violations of federal and state labor and employment laws, as well as New York common law. These unlawful actions include: (i) violations of the New York State Human Rights Law's prohibitions against sexual harassment, sex discrimination, and retaliation; (ii) violations of the minimum and overtime wage requirements of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201 *et seq.*, and New York Labor Law ("NYLL"), §650 *et seq.*; (iii) other violations of the NYLL, including the illegal retention of gratuities in violation of NYLL § 196-d, failure to pay "spread of hours" pay, failure to pay straight time wages in violation of NYLL § 191, unlawful deductions from wages, in violation of NYLL § 193, and uniform purchase and maintenance violations; and (iv) New York's common law torts of assault and battery.

### **JURISDICTION AND VENUE**

7. Pursuant to 28 U.S.C. §§ 1331 and 1343, the Court has subject matter jurisdiction over this action because this action involves federal questions regarding the deprivation of Plaintiff's rights under the FLSA. Pursuant to 28 U.S.C. § 1367(a), the Court has supplemental jurisdiction over Plaintiff's related claims under the NYLL, NYSHRL and the New York

common law, as all of the alleged unlawful conduct arose out of a common nucleus of facts stemming from Plaintiff's employment at and association with Defendants, and Defendants' attendant unlawful employment practices.

8. Pursuant to 28 U.S.C. § 1391(a), venue is proper in this district because a substantial part of the events or omissions giving rise to this action occurred in this district.

#### **ADMINISTRATIVE PREREQUISITES**

9. On December 5, 2016, Ms. Cardino filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") to preserve her rights under Title VII, and will file an Amended Statement of Claim alleging violations of Title VII following the EEOC's issuance of a Notice of Right to Sue.

10. All other known prerequisites to the filing of this action have been met.

#### **PARTIES**

11. Defendant Broadhollow Hospitality LLC is a New York limited liability company, located at 400 Broadhollow Road, Melville, New York 11747. Upon information and belief, Broadhollow Hospitality does business as Jewel, a restaurant located at 400 Broadhollow Road, Melville, New York 11747. At all relevant times, Jewel was an "employer" within the meaning of all applicable statutes, and an enterprise engaged in commerce as defined by § 203(r) and (s) of the FLSA, with annual gross volume business done in an amount not less than \$500,000.

12. Defendant Rubie's Costume Company Inc. is a New York limited liability company, located at 601 Cantiague Rock Road, Westbury, NY 11590. Upon information and belief, Rubie's Costume Company Inc. owns and operates Jewel. At all relevant times, Rubie's was an "employer" within the meaning of all applicable statutes, and an enterprise engaged in

commerce as defined by § 203(r) and (s) of the FLSA, with annual gross volume business done in an amount not less than \$500,000.

13. At all relevant times, Jewel and Rubie's have shared common ownership and management, have had centralized control over employees and relations, including human resources functions, and operate interrelatedly. As such, Jewel and Rubie's jointly employed Plaintiff.

14. Defendant Michael Ross is, upon information and belief, an adult resident of Suffolk County, New York. Upon information and belief, Mr. Ross was employed as the Executive Chef at Jewel from September 2011 to September 2016. At all relevant times, Mr. Ross met the definition of a "supervisor" and "employer" of Plaintiff under all applicable statutes.

15. Defendant Tom Schaudel is, upon information and belief, an adult resident of Suffolk County, New York, and was and is the Owner and/or Operator and Chef at Jewel. At all relevant times, Mr. Schaudel met the definition of a "supervisor" and "employer" of Plaintiff under all applicable statutes.

16. Defendant Joe Soccodato is an adult resident of New York State, and was and is the Chief Financial Officer of Rubie's Costume Company Inc.

17. Defendant Ann May is, upon information and belief, an adult resident of Suffolk County, New York, and was and is a Manager at Jewel Restaurant.

18. Plaintiff Faith Sunshine Cardino is an adult resident of New York State, and was employed by Defendants as a Server from in or about October 2014 to February 10, 2016. At all relevant times, Ms. Cardino was an "employee" within the meaning of all applicable statutes.

**FACTUAL ALLEGATIONS**

**A. Sexual Harassment, Gender Discrimination and Assault Committed against Ms. Cardino**

19. Ms. Cardino was hired as a server at Jewel in October 2014, and worked there until her unlawful and retaliatory termination in February 2016.

20. When Ms. Cardino started working at Jewel, it was agreed and understood that Ms. Cardino would not work on holidays, including Christmas and New Year's Eve or Day in order to allow her to care for and spend them with her family, which includes young children. This was specifically agreed to by one of Jewel's managers, Defendant Ann May.

21. During her employment at Jewel, Ms. Cardino was a model employee, and did everything that was asked of her and more, including coming in to work on days that Ms. Cardino was not scheduled, including on some holidays, such as Mother's Day, and filling in for co-workers when they had to miss shifts.

22. Ms. Cardino consistently received praise for her job performance, both from colleagues and managers at Jewel, as well as from customers, and was widely considered a valuable member of the Jewel team.

23. Although Ms. Cardino had initially envisioned only working a few days a week at Jewel, as time passed, Ms. Cardino was routinely scheduled to work five or more days a week.

24. In her position as a Server, Ms. Cardino had to interact on a frequent basis with Jewel's Executive Chef, Defendant Michael Ross.

25. From the start of her employment, Defendant Ross called Ms. Cardino inappropriate names, such as "**baby**" and "sweetheart," and would make unwelcome comments on her appearance and body, including by calling her "**hot**" and "**gorgeous.**"

26. Defendant Ross would also try to come on to Ms. Cardino by saying things such as, “**You can do *anything* you want! And you can *have anything* you want!**” by way of trying to convince her to enter into a sexual relationship with him.

27. Defendant Ross also went out of his way to make contact with Ms. Cardino’s body, including by touching her hands, shoulders and arms, and by putting his arm around her shoulder and waist.

28. Defendant Ross made Ms. Cardino extremely uncomfortable, and Ms. Cardino would visibly and unambiguously try to resist his unwanted advances.

29. However, because Defendant Ross was in a position of power at Jewel, Ms. Cardino simply tried her best to avoid Defendant Ross and the uncomfortable and inappropriate situations, and did her best to continue to focus on her work.

30. Despite Ms. Cardino’s best efforts to avoid Defendant Ross, his harassment of her began to escalate some months into her employment.

31. This inappropriate behavior particularly began to intensify in or around September 2015, when Ms. Cardino returned to work after a multiple month-long leave of absence due to being hospitalized for personal health issues.

32. Upon her return to work in September 2015, Defendant Ross began to increasingly touch Ms. Cardino’s shoulders, arms, neck, back and waist without her permission or consent, even at a time when she was still freshly recovering from her hospitalization.

33. Each time Defendant Ross touched Ms. Cardino, she would back away and noticeably retreat, indicating how uncomfortable she was with what he was doing to her, and she would verbally object to his behavior.

34. Defendant Ross's unwelcomed behavior also was witnessed by other employees at Jewel.

35. As a result of this nonconsensual touching, Ms. Cardino would do her best to avoid Defendant Ross whenever possible, and would go out of her way to make sure that they were never alone together.

36. Despite the fact that Jewel is a large and spacious restaurant, Defendant Ross would nevertheless deliberately go out of his way to pass very close to Ms. Cardino in order to touch her as he walked by.

**i. Defendant Ross's Sexual Assault on December 17, 2015**

37. Defendant Ross's sexual harassment of Ms. Cardino reached an unbearable point on the evening of December 17, 2015.

38. That evening, while Ms. Cardino was in the middle of preparing for a private event at Jewel by helping set up a buffet station and had 20 or so heavy plates in her hands, Defendant Ross suddenly, and without any warning or provocation, **approached Ms. Cardino from behind, ran both of his hands from her neck down her back and shoulders and onto her waist, forcefully grabbed her by her hips, and aggressively thrust his crotch against her backside, and kept holding her and pressing himself against her in a sexual manner for approximately ten seconds.**

39. When Defendant Ross did this, Ms. Cardino froze in shock and disbelief, and felt as though she was unable to move or speak.

40. Ms. Cardino was unable to push him off of her or move away because he had pinned her up against a table, and her hands were occupied with heavy plates, which she was afraid to drop.



41. When Defendant Ross was done thrusting himself into her backside, he callously walked away without a word.

42. Ms. Cardino immediately started to sob uncontrollably, and looked around to see if anyone was there to help her. She noticed a colleague nearby, but when she asked her if she had seen what had just happened, the colleague said she had not.

43. Ms. Cardino put down the plates she had been holding, and ran to Jewel Manager Diane Flynn's office to let her know what Defendant Ross had just done to her.

44. Although Ms. Cardino was distraught and crying, she gave Ms. Flynn a full and detailed account of what had happened.

45. Ms. Flynn shockingly responded that she was not surprised by what she was hearing, and that Defendant Ross had also supposedly made her feel "uncomfortable" herself in the past.

46. Ms. Cardino insisted to Ms. Flynn that something needed to be done, and Ms. Flynn promised that she would speak with Defendant Ross.

47. Ms. Cardino managed to gather herself and return to work. However, less than an hour later, while Ms. Cardino was working in the kitchen area cutting lemons, Defendant Ross again approached her from behind.

48. This time Defendant Ross **firmly grabbed her backside, moved his hands in a cupping motion so that they were underneath her buttocks, and pulled his hand upwards, lifting her buttocks.**

49. This was witnessed by at least one female colleague, who, as Ms. Cardino would later learn, thought that Ms. Cardino was having an affair with Defendant Ross based on the way in which Defendant Ross had groped her body and sexually assaulted her with apparent impunity.

50. In fact, rumors had circulated at the restaurant that Defendant Ross and Ms. Cardino were having an affair as a result of the manner in which others had seen Defendant Ross behave towards her and her body.

51. As Defendant Ross walked away, he said in a laughing and sarcastic tone, “**Oops, I didn’t mean to touch your ass.**”

52. These incidents caused Ms. Cardino to seek therapy, and to suffer from, among other things, insomnia, crying spells, nightmares, loss of appetite, weight loss and depression.

53. Ms. Cardino also had to take medication for anxiety and sleep loss.

**ii. Jewel’s Failure to Take Action to Protect Ms. Cardino from Defendant Ross’s Predatory Conduct, and Subsequent Retaliation against Ms. Cardino**

54. Rather than reprimand and discipline Defendant Ross, Defendants ignored Ms. Cardino’s complaints.

55. Instead, Ms. Cardino was targeted in a concerted effort on the part of Jewel and its parent company Rubie’s to retaliate against and punish her for speaking out.

56. Specifically, even though Ms. Cardino was routinely scheduled to work five or more days a week, she was, without warning, suddenly taken off the schedule completely for the week of December 28, 2015 to January 3, 2016.

57. On December 27, 2015, after realizing that she was not on the following week’s schedule, Ms. Cardino sent text messages to Ms. Flynn asking her why this was the case.

58. Ms. Flynn responded that Ms. Cardino supposedly was not on the schedule because Defendant “[Manager] Ann [May] does your schedule” and “She was pretty mad you worked no holidays.”

59. However, this supposed justification for why Ms. Cardino was suddenly taken off of the schedule was clearly pretextual, as Defendant May was well aware that it was understood from the outset of Ms. Cardino’s employment that she generally did not work holidays, due to her need to spend them with her family.

60. In fact, Ms. Cardino did not work on Thanksgiving 2015, and she did not work on the Thanksgiving, Christmas and New Year’s holidays in the prior year (2014). She had this schedule without any problems, criticisms or repercussions. Ms. Cardino was assigned a normal number of shifts on weeks other than those holidays.

61. Ms. Cardino expressed to Ms. Flynn that she felt that she was being retaliated against for reporting Defendant Ross’s sexual harassment and for demanding that the incident be addressed.

62. Ms. Cardino also noted to Ms. Flynn that nothing had been done in response to her complaints, and again requested that management address what had happened to her.

63. Reluctantly, Ms. Flynn agreed to bring the situation to the attention of Defendant Tom Schaudel, but not before letting her know that she felt that Ms. Cardino was “compromising” her by going to her with those complaints.

64. However, despite Ms. Cardino making it clear that she felt that she was being taken off the Jewel schedule in retaliation for her complaints of sexual harassment, the Restaurant continued to refuse to put her on the schedule for the next several weeks.

65. In addition, Ms. Cardino was made aware that Defendant May had told other employees not to ask her to cover any shifts for them if they had to miss one, further indicating that Jewel was trying to cut off Ms. Cardino's income and force her to quit her job.

66. On or about January 14, 2016, Ms. Cardino sent text messages to Defendant May, asking why she still was not put back on the work schedule. Defendant May responded by saying that Ms. Cardino was not scheduled to work any shifts because there purportedly were no private events scheduled in the "Atrium" part of the restaurant.

67. However, this excuse for why Ms. Cardino was not put back on the schedule as normal was a mere pretext, since Ms. Cardino not only worked in the Atrium part of Jewel during private events, but also in the main dining area, which is open to the public.

68. Ms. Cardino again asked Defendant May to give her the real explanation for why she was being punished so suddenly and severely, but Defendant May refused.

69. Ms. Cardino was finally placed back on the work schedule for two days between January 18, 2016, and January 24, 2016.

70. Before returning to work, Ms. Cardino asked to have a meeting with Defendant Schaudel to address the situation with Defendant Ross, as she feared further retaliation.

71. When Ms. Cardino went back to work, in the middle of her shift, she was pulled into a meeting attended by Defendants Schaudel and May, and Ms. Flynn.

72. During this meeting, Ms. Cardino again detailed the incidents that happened a month before on December 17, 2015, and said that she felt she had been retaliated against for coming forward and complaining about Defendant Ross's behavior by being removed from the schedule for several weeks, and by having management tell other employees not to ask her to cover their missed shifts.

73. Shockingly, rather than promise to discipline Defendant Ross for his behavior, or even reassure Ms. Cardino that she would not be punished going forward, **Defendant Schaudel instead called her “a liar” and a “drug addict.”**

74. On or about January 21, 2016, while at work, Ms. Cardino encountered Defendant Ross, who said to her, “I thought we were friends,” and, “I didn’t do anything to you.” Defendant Ross even outrageously asked her for an apology for reporting his behavior.

75. Ms. Cardino declined to apologize to Defendant Ross. Defendant Ross then called her a liar, which caused her to start to cry and suffer an anxiety attack.

76. Ms. Flynn eventually called Ms. Cardino’s husband to pick her up from work because she was so distraught by Defendant Ross’s actions.

77. Days later, after Defendant Ross again refused to acknowledge what he had done to her back on December 17, 2015, Ms. Cardino was so repulsed by his behavior and attitude that she called him a “liar” and a “coward.” Upon information and belief, Defendant Ross reported what Ms. Cardino said to him to Defendant Schaudel.

78. On Saturday, January 30, 2016, while Ms. Cardino was traveling upstate with her family, she received a phone call from Ms. Flynn asking about her whereabouts because, unbeknownst to Ms. Cardino, she was apparently or purportedly scheduled to work that day.

79. Ms. Cardino told Ms. Flynn that she had previously requested that day off and had not been made aware that she was still scheduled to work.

80. Ms. Flynn told her that it was not a “big deal” and not to “worry” because there were enough servers available to cover the private event.

81. Notwithstanding this misunderstanding, Ms. Cardino was scheduled to and did work a number of shifts over the following weeks.

82. On February 2, 2016, Ms. Cardino met face-to-face with Ellen Gelb, the Director of Human Resources for Rubie's.

83. At this meeting, Ms. Cardino provided Ms. Gelb with details about the sexual harassment and retaliation that she had faced in the previous weeks at Jewel.

84. At the end of the meeting, Ms. Gelb said that she would look into the allegations, and would take other measures to address the environment at Jewel, including by posting notices in the workplace of employees' rights and contact information for human resources, arranging sexual harassment trainings, and by introducing other documents, including employee manuals, so that employees would be advised and informed of their rights to be free from workplace harassment, discrimination and retaliation.

85. Upon information and belief, none of these measures have been implemented at Jewel to date, despite Ms. Gelb's representations.

86. Within days, Defendant Schaudel called Ms. Cardino into a one-on-one meeting in his office, during which he remarkably **demanded that she apologize to Defendant Ross for calling him a "liar" and a "coward," again accused her of lying, and told her that she should be grateful for being allowed to even work at Jewel.**

87. While Ms. Cardino acknowledged that her words to Defendant Ross were not the most constructive way to handle the situation, she objected to Defendant Schaudel continuing to call her a liar and for not taking her complaints of harassment and retaliation seriously, and questioned whether he would handle this situation differently if it were a woman in his family who was making these allegations and seeking his help.

**iii. Ms. Cardino's Unlawful and Retaliatory Termination**

88. Ms. Cardino was scheduled to work multiple shifts during the weeks of February 8, 2016, through February 14, 2016, and February 15, 2016, to February 21, 2016.

89. However, on or about February 10, 2016, Ms. Cardino was notified by Defendant May that Defendant Schaudel no longer wanted her at the restaurant, and that, "If you have a problem with that, take it up with Joe," referring to Defendant Joe Soccodato, the Chief Financial Officer for Rubie's, with whom Ms. Cardino had never met or spoken before.

90. Later that day, Ms. Cardino had a phone call with Defendant Soccodato, during which he informed her that Defendant Schaudel had decided to terminate her employment, purportedly because she had failed to report to work for her shift back on January 30, 2016.

91. When Ms. Cardino told Defendant Soccodato that she missed work on January 30, 2016 as a result of a simple misunderstanding that she had soon cleared up with Ms. Flynn, he changed the subject.

92. Defendant Soccodato shifted the discussion, and brought up how Ms. Cardino had supposedly been absent for a number of months over the summer, and so should be grateful to still have a job. Ms. Cardino explained to Defendant Soccodato that she had been out on medical leave and disability, which had been approved by the restaurant, to which he said that he had not been made aware of that.

93. Ms. Cardino then told Defendant Soccodato of Defendant Ross's sexual harassment and the restaurant's subsequent retaliatory actions. Defendant Soccodato similarly stated that he had not been made aware of these issues, but nonetheless accused her of making up those allegations. Defendant Soccodato did, however, offer her, in exchange for agreeing to a complete waiver and release of any claims, one hundred dollars (\$100.00). Ms. Cardino declined.

94. During this call, Ms. Cardino asked to speak with Marc Beige, the owner of Rubie's, who had previously told her that he would gladly meet with her if she needed anything. However, Defendant Soccodato flatly refused to entertain her request, and said, "I'm Marc's right hand man, and you have to go through me to see him and that's not going to happen!"

95. Despite the pretextual excuses given by Defendant Soccodato, it was abundantly clear that Ms. Cardino's employment was being terminated because she had repeatedly complained about the unlawful and heinous sexual harassment, gender discrimination, and retaliation being committed against her by Defendants, as well as Defendants' abject failure to remedy her concerns.

**iv. Post-Termination Employee Meeting**

96. Upon information and belief, in the weeks before this Complaint was filed, executives and managers of Jewel sat down all Jewel employees to make them aware that Ms. Cardino was going to file a lawsuit against the Restaurant, and explicitly warned them to not speak to the press about the case.

97. As such, Jewel made it clear that if its employees spoke out, they risked retaliation and their jobs would be in jeopardy.



98. This meeting was not called in order to investigate the allegations of Defendant Ross's sexual harassment, but rather as an opportunity to warn employees to keep quiet about the working conditions at Jewel.

**B. Wage and Hour Violations**

**i. Minimum Wage Violations**

99. Jewel and Rubie's were and are permitted, under the FLSA and NYLL, to pay certain tipped employees at a statutory hourly rate that is less than the standard hourly minimum wage rate, so long as the "tips" or "gratuities" that such tipped employees are expected to receive, when added to the hourly wages, meet or exceed the standard hourly minimum wage. Payment at such "tipped employee rate" is permissible so long as all tips received by the employee are also retained by the employee, and no portion of the tips are retained by Jewel and Rubie's, or given to employees in non-tipped and/or managerial positions.

100. However, Jewel and Rubie's were not entitled to avail themselves of the reduced minimum wage by applying the tip credit allowance for Ms. Cardino, because, *inter alia*, Jewel and Rubie's required her to share and/or pool her tips with Managers and other non-"tipped" employees who did not perform "tipped" duties and/or did not have meaningful interaction with customers.

101. Therefore, Jewel and Rubie's were obligated to pay Ms. Cardino the standard hourly minimum wage rate, and not any reduced minimum wage through application of a tip credit.

102. This practice of impermissible tip sharing or pooling was particularly prevalent during private events held at Jewel.

103. At all relevant times throughout her employment, Ms. Cardino was required to pool her tips with other service employees, and would receive tips based on a point system that corresponded to each employee's specific position.

104. However, Managers also participated in the tip pool. These managers had the authority to discipline or terminate employees, supervised service employees, made hiring decisions, received a salary, and had meaningful input into employees' work schedules.

105. Therefore, by including Managers in the tip pool, resulting in the vitiation of the minimum wage tip credit, Jewel and Rubie's were obligated to pay Ms. Cardino the standard hourly minimum wage rate, and not any reduced minimum wage through application of a tip credit.

106. At all relevant times, Jewel and Rubie's knew that nonpayment of the minimum wage would economically injure Ms. Cardino and violated federal and state laws.

107. Jewel and Rubie's committed the foregoing acts against Ms. Cardino knowingly, intentionally, and willfully.

**ii. Overtime and Off-the-Clock Violations**

108. Jewel and Rubie's also routinely failed to pay Ms. Cardino for all hours worked, resulting in substantial unpaid, "off-the-clock" work, in violation of NYLL § 191.

109. By way of example only, Jewel and Rubie's would forbid Ms. Cardino from "clocking in" until the official start time of her shifts, even if she was asked to and did come to work earlier and/or performed work earlier than her scheduled shifts began.

110. Further, also by way of example only, Jewel and Rubie's would automatically dock time from Ms. Cardino purportedly for meal breaks, even though she did not take breaks and/or was caused to work during the whole or part of her purported meal break time.

111. These and other practices resulted in substantial uncompensated, “off-the-clock” work performed by Ms. Cardino, in violation of NYLL § 191.

112. This uncompensated, “off-the-clock” work also resulted in Ms. Cardino not receiving compensation at one and one-half times her regular rate of pay for all hours worked over forty hours per workweek, in violation of the overtime provisions of the FLSA and the NYLL.

113. At all relevant times, Jewel and Rubie’s were aware that nonpayment of the overtime and straight-time wages would economically injure Ms. Cardino and violated federal and state laws.

114. Jewel and Rubie’s committed the foregoing acts against Ms. Cardino knowingly, intentionally, and willfully.

**iii. New York Labor Law § 196-d Violations**

115. During Ms. Cardino’s employment, Jewel and Rubie’s unlawfully retained and/or distributed tips, or charges purported to be tips, which were owed to Ms. Cardino, including by distributing them to Managers.

116. Throughout Ms. Cardino’s employment, Jewel and Rubie’s had knowledge of NYLL § 196-d and the legal requirement that tipped service employees are entitled to their gratuities, and that it is unlawful for gratuities to be retained by the employer.

117. Nonetheless, Jewel and Rubie’s retained and/or distributed tips or charges purported to be tips which should have been distributed to Ms. Cardino.

118. Jewel Restaurant and Rubie’s committed the foregoing acts against Ms. Cardino knowingly, intentionally, and willfully.

**iv. Deductions from Wages Violations**

119. Throughout the relevant time period, Jewel and Rubie's made deductions from Ms. Cardino's wages for purported "meals."

120. However, Jewel and Rubie's failed to acquire express authorization from Ms. Cardino to have the cost of "meals" deducted from her wages, nor were these deductions for "meals" for Ms. Cardino's benefit, as she seldom ate these meals, which usually consisted of old and/or stale food.

121. Jewel and Rubie's knew that the foregoing acts violated the NYLL, and would economically injure Ms. Cardino.

122. Jewel and Rubie's committed the foregoing acts against Ms. Cardino knowingly, intentionally, and willfully.

**v. "Spread of Hours" Violations**

123. Jewel and Rubie's also failed to pay Ms. Cardino her proper "Spread of Hours" pay as required under New York law.

124. Specifically, Jewel and Rubie's were required to pay Ms. Cardino an extra hour of wages at the minimum wage rate if her shift or shifts spanned more than ten (10) hours in a single day.

125. However, Jewel and Rubie's failed to comply with the requirement to compensate Ms. Cardino with an extra hour of wages at the minimum wage rate when she worked more than ten hours in a single day.

126. Jewel and Rubie's knew that the foregoing acts violated the FLSA and NYLL, and would economically injure Ms. Cardino.

127. Jewel and Rubie's committed the foregoing acts against Ms. Cardino knowingly, intentionally and willfully.

**vi. Uniform Purchase and Maintenance Violations**

128. Jewel and Rubie's also required Ms. Cardino to wear a uniform, which consisted of a black chef's jacket and black vest with "Jewel" embroidered on them, while she worked.

129. All or some of the articles of clothing for the uniform had to be purchased by Ms. Cardino herself.

130. The clothes were of a particular style determined by Jewel and Rubie's, which could not be worn as part of Ms. Cardino's ordinary wardrobe.

131. The clothing Ms. Cardino was required to wear while working constituted a uniform within the meaning of the NYLL.

132. Jewel and Rubie's have not reimbursed Ms. Cardino for the cost of purchasing the uniform.

133. This mandated uniform could not be cleaned along with Ms. Cardino's every day clothing, and required dry cleaning and/or other special treatment.

134. Jewel and Rubie's did not wash and maintain this uniform for Ms. Cardino.

135. Jewel and Rubie's did not reimburse Ms. Cardino for the cost of cleaning and maintaining the uniform.

136. Jewel and Rubie's knew that the foregoing acts violated the FLSA and NYLL, and would economically injure Ms. Cardino.

137. Defendants committed the foregoing acts against Ms. Cardino knowingly, intentionally, and willfully.

**FIRST CAUSE OF ACTION**  
**(FLSA Minimum Wage Violations)**  
***Against Defendants Jewel and Rubie's***

138. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

139. The FLSA requires covered employers, such as Jewel and Rubie's, to pay all non-exempt employees the prevailing minimum wage for all hours worked. Plaintiff was not exempt from the requirement that Jewel and Rubie's pay her the prevailing minimum wage under the FLSA.

140. During the FLSA Collective Period, Jewel and Rubie's did not pay Plaintiff the prevailing minimum wage for all hours worked for them.

141. As a result of Jewel and Rubie's failure to pay Plaintiff the prevailing minimum wage for all hours worked, Jewel and Rubie's violated the FLSA.

142. The foregoing conduct of Jewel and Rubie's constitutes willful violations of the FLSA.

143. Jewel and Rubie's violations of the FLSA have significantly damaged Plaintiff and entitle her to recover the total amount of her unpaid minimum wages, an additional equal amount in liquidated damages, attorneys' fees and costs, and interest.

**SECOND CAUSE OF ACTION**  
**(FLSA Overtime Violations)**  
***Against Defendants Jewel and Rubie's***

144. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

145. Throughout the FLSA Collective Period, Plaintiff regularly worked in excess of forty (40) hours per workweek.

146. At all relevant times, Jewel and Rubie's operated under a decision, policy and plan, and under common policies, programs, practices, procedures, protocols, routines and rules of willfully failing and refusing to pay Plaintiff at one and one-half times her hourly wage for all work in excess of forty (40) hours per workweek.

147. At all relevant times, Jewel and Rubie's willfully, regularly and repeatedly failed to pay Plaintiff at the required overtime rate, one and a half times her hourly wage for all hours worked in excess of forty (40) hours per workweek.

148. Due to Jewel and Rubie's FLSA violations, Plaintiff is entitled to recover damages in the amount of her respective unpaid overtime compensation, liquidated damages, attorneys' fees and costs, and interest.

**THIRD CAUSE OF ACTION**  
**(NYLL Minimum Wage Violations)**  
***Against Defendants Jewel and Rubie's***

149. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

150. The NYLL requires covered employers, such as Jewel and Rubie's, to pay all non-exempt employees the prevailing minimum wage for all hours worked. Plaintiff was not exempt from the requirement that Jewel and Rubie's pay her the prevailing minimum wage under the NYLL.

151. During the NYLL Class Period, Jewel and Rubie's did not pay Plaintiff the prevailing minimum wage for all hours worked.

152. As a result of Jewel's and Rubie's' failure to pay Plaintiff the prevailing minimum wage for all hours, Jewel and Rubie's violated the NYLL.

153. The foregoing conduct of Jewel and Rubie's constitutes willful violations of the NYLL.

154. Jewel and Rubie's violations of the NYLL have significantly damaged Plaintiff and entitle her to recover the total amount of her unpaid minimum wage, an additional amount in liquidated damages, attorneys' fees and costs, and interest.

**FOURTH CAUSE OF ACTION**  
**(NYLL Overtime Violations)**  
*Against Defendants Jewel and Rubie's*

155. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

156. Throughout the NYLL Period, Plaintiff regularly worked in excess of forty (40) hours per workweek.

157. At all relevant times, Jewel and Rubie's operated under a decision, policy and plan, and under common policies, programs, practices, procedures, protocols, routines and rules of willfully failing and refusing to pay Plaintiff at one and one-half times her hourly wage for all work in excess of forty (40) hours per workweek.

158. At all relevant times, Jewel and Rubie's willfully, regularly and repeatedly failed to pay Plaintiff at the required overtime rate, one-and-a-half times her hourly wage for all hours worked in excess of forty (40) hours per workweek.

159. Due to Jewel's and Rubie's' NYLL violations, Plaintiff is entitled to recover damages in the amount of her respective unpaid overtime compensation, liquidated damages, attorneys' fees and costs, and interest.



**FIFTH CAUSE OF ACTION**  
**(NYLL Violations for Illegal Retention and Distribution of Gratuities)**  
***Against Defendants Jewel and Rubie's***

160. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

161. Plaintiff was employed by Jewel and Rubie's within the meaning of NYLL §§ 2 and 651.

162. NYLL § 196-d bars an employer from retaining "any part of a gratuity or of any charge purported to be a gratuity[.]"

163. During the NYLL Period, Jewel and Rubie's unlawfully demanded and retained gratuities and "charges purported to be gratuities" from Plaintiff in violation of NYLL § 196-d, and distributed them to tip-ineligible employees, including Managers.

164. Due to Jewel and Rubie's NYLL violations, Plaintiff is entitled to recover from Jewel and Rubie's the amount of retained and/or unlawfully distributed gratuities, liquidated damages, attorneys' fees and costs, and interest.

**SIXTH CAUSE OF ACTION**  
**(NYLL § 191 *et seq.* Violations for Failure to Pay Wages)**  
***Against Defendants Jewel and Rubie's***

165. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

166. The NYLL requires covered employers, such as Jewel and Rubie's, to pay employees for the wages with the requisite frequency in accordance with their agreed upon terms of employment. Plaintiff was not exempt from the requirement that Jewel and Rubie's pay her for all wages earned in accordance with her agreed terms of employment under the NYLL.

167. During her employment, Jewel and Rubie's did not pay Plaintiff her wages earned in accordance with her agreed terms of employment, and did not pay Plaintiff wages earned for all hours worked.

168. As a result of Jewel's and Rubie's' failure to pay Plaintiff her wages earned in accordance with her agreed terms of employment, Jewel and Rubie's violated the NYLL.

169. The foregoing conduct of Jewel and Rubie's constitutes willful violations of the NYLL.

170. Jewel's and Rubie's' violations of the NYLL have significantly damaged Plaintiff, and entitle her to recover the total amount of her unpaid wages earned in accordance with her agreed terms of employment, as well as an additional amount in liquidated damages, attorneys' fees and costs and interest.

**SEVENTH CAUSE OF ACTION**  
**(Spread of Hours Pay Violations)**  
***Against Defendants Jewel and Rubie's***

171. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

172. During her employment, Plaintiff regularly worked more than 10 hours in a workday.

173. Jewel and Rubie's failed to fully compensate Plaintiff for an additional one hour's pay at the basic New York minimum hourly wage rate, as required by New York law as "Spread of Hours" pay.

174. Due to Jewel's and Rubie's' violations of the NYLL, Plaintiff is entitled to recover the Spread of Hours pay underpayment, liquidated damages, as well as attorneys' fees, costs, and interest.

**EIGHTH CAUSE OF ACTION**  
**(NYLL Unlawful Deduction of Wages Violations)**  
***Against Defendants Jewel and Rubie's***

175. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

176. During her employment, Jewel and Rubie's unlawfully made deductions from Plaintiff's wages for, *inter alia*, meals, in violation of NYLL § 193.

177. Jewel's and Rubie's' unlawful deductions from Plaintiff's wages were willful within the meaning of NYLL § 663.

178. Due to Jewel's and Rubie's' violations of the NYLL, Plaintiff is entitled to recover all unlawful wage deductions, together with liquidated damages, as well as attorneys' fees and costs, and interest.

**NINTH CAUSE OF ACTION**  
**(NYLL Uniform Requirement Violations)**  
***Against Defendants Jewel and Rubie's***

179. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

180. During her employment, Jewel and Rubie's required Plaintiff to purchase her uniform at her own expense, in violation of the NYLL and New York State's Hospitality Industry Wage Orders.

181. Jewel and Rubie's further required Plaintiff to clean and maintain her uniform at her own expense in violation of the NYLL and New York State's Hospitality Industry Wage Orders.

182. Jewel's and Rubie's' failure to reimburse Plaintiff for the costs of purchasing, cleaning and maintaining the uniform was willful within the meaning of NYLL § 663.

183. Due to Jewel's and Rubie's' violations of the NYLL, Plaintiff is entitled to recover the cost of uniform purchase, together with the required uniform maintenance reimbursement, liquidated damages, as well as attorneys' fees and costs, and interest.

**TENTH CAUSE OF ACTION**  
**(Sexual Harassment and Gender Discrimination Under the NYSHRL)**  
***Against Defendants Jewel, Rubie's, Ross and Schaudel***

184. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

185. Defendants Jewel, Rubie's, Ross and Schaudel have discriminated against Plaintiff on the basis of her gender, in violation of the NYSHRL by subjecting her to disparate treatment based upon her gender including, but not limited to, subjecting her to sexual harassment and a hostile work environment.

186. As a direct and proximate result of Defendants Jewel's, Rubie's', Ross's and Schaudel's unlawful discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm for which she is entitled to an award of monetary damages and other relief.

187. As a direct and proximate result of Defendants Jewel's, Rubie's', Ross's and Schaudel's unlawful discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress for which she is entitled to an award of monetary damages and other relief.

188. Plaintiff is also entitled to her attorneys' fees and costs as a result of Defendants Jewel's, Rubie's', Ross's and Schaudel's violations of the NYSHRL.

**ELEVENTH CAUSE OF ACTION**  
**(Retaliation in Violation of the NYSHRL)**  
***Against Defendants Jewel, Rubie's, Ross and Schaudel***

189. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

190. By the actions described above, among others, Defendants Jewel, Rubie's, Ross and Schaudel retaliated against Plaintiff on the basis of her protected activities in violation of the NYSHRL by, *inter alia*, terminating her employment when she made a complaint about the sexual harassment and asked that the sexual harassment end.

191. As a direct and proximate result of Defendants Jewel's, Rubie's', Ross's and Schaudel's unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or other economic harm for which she is entitled an award of monetary damages and other relief.

192. As a direct and proximate result of Defendants Jewel's, Rubie's', Ross's and Schaudel's unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress for which she is entitled to an award of monetary damages and other relief.

193. Plaintiff also is entitled to her attorneys' fees and costs as a result of Defendants Jewel's, Rubie's', Ross's and Schaudel's violations of the NYSHRL.

**TWELFTH CAUSE OF ACTION**  
**(Aiding and Abetting Violations of the NYSHRL)**  
***Against Defendants Schaudel, Soccodato and May***

194. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

195. Defendants Schaudel, Soccodato and May knowingly or recklessly aided and abetted the unlawful discrimination and retaliation to which Plaintiff was subjected in violation of the NYSHRL.

196. As a direct and proximate result of Defendants Schaudel's, Soccodato's and May's unlawful aiding and abetting of violations of the NYSHRL, Plaintiff has suffered and continues to suffer harm for which she is entitled to an award of damages, to the greatest extent permitted under law.

**THIRTEENTH CAUSE OF ACTION**

**(Assault)**

***Against Defendant Ross***

197. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

198. The unwanted, offensive and violent physical and/or sexual acts committed intentionally by Defendant Ross against Plaintiff and without her consent, including, but not limited to, his repeated sexual assault of Plaintiff, created a reasonable apprehension in Plaintiff of immediate harmful or offensive contact to Plaintiff's person.

199. As a direct and proximate result of the aforementioned assault, Plaintiff has sustained in the past, and will continue to sustain, *inter alia*, physical injury, monetary damages, pain and suffering, psychological and emotional distress, humiliation and loss of career fulfillment.

200. Defendant Ross's conduct was wanton, malicious, willful and/or cruel, entitling Plaintiff to an award of punitive damages.

**FOURTEENTH CAUSE OF ACTION**

**(Battery)**

***Against Defendant Ross***

201. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

202. The unwanted physical and/or sexual acts committed intentionally by Defendant Ross against Plaintiff and without her consent, including, but not limited to, his sexual assault of Plaintiff, constitutes a harmful and offensive contact to Plaintiff's person.

203. As a direct and proximate result of the aforementioned assaults, Plaintiff has sustained in the past, and will sustain in the future, *inter alia*, physical injury, monetary damages, pain and suffering, psychological and emotional distress, mental anguish, embarrassment, humiliation and loss of career fulfillment.

204. Defendant Ross's conduct was wanton, malicious, willful and/or cruel, entitling Plaintiff to an award of punitive damages.

**FIFTEENTH CAUSE OF ACTION**

**(Negligence, Negligent Hiring, Negligent Supervision and Negligent Retention)**

***Against Defendants Jewel and Rubie's***

205. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs, as if set forth fully herein.

206. Defendants Jewel and Rubie's owed Plaintiff a duty of reasonable care in the hiring, training and supervision of its employees.

207. Defendants Jewel and Rubie's breached that duty of care in the hiring, retention and/or supervision of Michael Ross, who was unfit to be working in the presence of other employees unsupervised, and who was not adequately trained or supervised in his conduct with fellow employees. Defendants Jewel and Rubie's knew or should have known that he would be a danger and lead to a risk of the very type of danger and harm that occurred during his various assaults and batteries upon Ms. Cardino, including on December 17, 2015 and thereafter.

208. Defendants Jewel and Rubie's knew or should have known that Defendant Ross made inappropriate comments and touched women inappropriately throughout his employment at the Restaurant, even after complaints by Ms. Cardino were made to management and administration.

209. Defendants Jewel and Rubie's knew or should have known that Defendant Ross sexually assaulted and battered Plaintiff on December 17, 2015, however failed to remove him from the Restaurant.

210. Defendants Jewel and Rubie's failure to remove Defendant Ross from the Restaurant provided him the means and opportunity to commit assault and battery against Ms. Cardino a second time on December 17, 2015.

211. As a direct and proximate result of the negligence, carelessness, recklessness, and unlawfulness of Defendants, Plaintiff sustained serious injuries.

212. Defendants Jewel and Rubie's knew or should have known that its negligence and breach of duty of care would cause or had a substantial probability of causing severe emotional distress to Plaintiff, and in fact did cause her severe emotional distress.



213. Defendants Jewel and Rubie's knew or reasonably should have known that Defendant Ross was unfit and employed him with a conscious disregard of the rights or safety of others.

214. Accordingly, Plaintiff is entitled to recovery against Defendants Jewel and Rubie's in an amount to be determined at trial.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court issue and/or grant Plaintiff:

- A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the United States and the State of New York;
- B. An award of damages against Defendants, in an amount to be determined at trial, plus interest, to compensate for all monetary and/or economic damages;
- C. An award of damages against Defendants, in an amount to be determined at trial, plus interest, to compensate for all non-monetary and/or compensatory damages, including, but not limited to, compensation for Plaintiff's emotional distress;
- D. An award of punitive damages in an amount to be determined at trial;
- E. An award of liquidated damages in an amount to be determined at trial;
- F. Pre-judgment interest on all amounts due;
- G. An award of Plaintiff's reasonable attorneys' fees and costs; and
- H. Such other and further relief as the Court may deem just and proper.


**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues of fact and damages.

Dated: December 16, 2016  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

By:   
Lawrence M. Pearson  
Tanvir H. Rahman

85 Fifth Avenue  
New York, NY 10003  
Telephone: (212) 257-6800  
Facsimile: (212) 257-6845  
[lpearson@wigdorlaw.com](mailto:lpearson@wigdorlaw.com)  
[trahman@wigdorlaw.com](mailto:trahman@wigdorlaw.com)

*Attorneys for Plaintiff*

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
FAITH SUNSHINE CARDINO
(b) County of Residence of First Listed Plaintiff Suffolk County, New York
(c) Attorneys (Firm Name, Address, and Telephone Number)
Lawrence M. Pearson, Esq. Wigdor LLP (212) 257-6800
Tanvir H. Rahman, Esq. 85 Fifth Avenue
New York, NY 10003

DEFENDANTS
BROADHOLLOW HOSPITALITY LLC, d/b/a JEWEL RESTAURANT, et al.
County of Residence of First Listed Defendant Suffolk County, New York
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

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

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

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excludes Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
TORTS: PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Medical Malpractice
PERSONAL INJURY: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY: 370 Other Fraud, 371 Truth in Lending, 380 Other Personal Property Damage, 385 Property Damage Product Liability
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
LABOR: 710 Fair Labor Standards Act, 720 Labor/Management Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Employee Retirement Income Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 840 Trademark
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS—Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729(a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

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

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. §201 et seq.
Brief description of cause:
Fair Labor Standards Act Minimum Wage Violations

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: X Yes [ ] No

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

DATE 12/16/2016 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, Lawrence M. Pearson, counsel for Plaintiff, 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? Yes
  - 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**

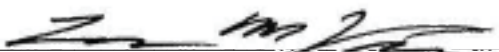
I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

- 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

FAITH SUNSHINE CARDINO

Plaintiff

v.

BROADHOLLOW HOSPITALITY LLC, d/b/a JEWEL RESTAURANT, et al.,

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Broadhollow Hospitality LLC
400 Broadhollow Road
Melville, New York 11747

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:

Lawrence M. Pearson, Esq.
Wigdor LLP
85 Fifth Avenue
Fifth Floor
New York, New York 10003

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

FAITH SUNSHINE CARDINO

Plaintiff

v.

BROADHOLLOW HOSPITALITY LLC, d/b/a JEWEL RESTAURANT, et al.,

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Rubie's Costume Company Inc.
601 Cantiague Road
Westbury, New York 11590

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:

Lawrence M. Pearson, Esq.
Wigdor LLP
85 Fifth Avenue
Fifth Floor
New York, New York 10003

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

FAITH SUNSHINE CARDINO

Plaintiff

v.

BROADHOLLOW HOSPITALITY LLC, d/b/a JEWEL RESTAURANT, et al.,

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Michael Ross
1503 Station Way
Huntington Station, New York 11746

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:

Lawrence M. Pearson, Esq.
Wigdor LLP
85 Fifth Avenue
Fifth Floor
New York, New York 10003

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

FAITH SUNSHINE CARDINO

Plaintiff

v.

BROADHOLLOW HOSPITALITY LLC, d/b/a JEWEL RESTAURANT, et al.,

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Tom Schaudel
400 Broadhollow Road
Melville, New York 11747

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:

Lawrence M. Pearson, Esq.
Wigdor LLP
85 Fifth Avenue
Fifth Floor
New York, New York 10003

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

FAITH SUNSHINE CARDINO

Plaintiff

v.

BROADHOLLOW HOSPITALITY LLC, d/b/a JEWEL RESTAURANT, et al.,

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Joe Soccodato
601 Cantiague Road
Westbury, New York 11590

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:

Lawrence M. Pearson, Esq.
Wigdor LLP
85 Fifth Avenue
Fifth Floor
New York, New York 10003

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

FAITH SUNSHINE CARDINO

Plaintiff

v.

BROADHOLLOW HOSPITALITY LLC, d/b/a JEWEL RESTAURANT, et al.,

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Ann May
400 Broadhollow Road
Melville, New York 11747

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:

Lawrence M. Pearson, Esq.
Wigdor LLP
85 Fifth Avenue
Fifth Floor
New York, New York 10003

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