JUDGE PAULEY

12 CV 8742

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

SAKIKO FUJIWARA, MAYUMI IMOTO and SATOKO NAGAI, Individually and on Behalf of All Others Similarly Situated, **Plaintiffs,** **-against-** **SUSHI YASUDA LTD. d/b/a SUSHI YASUDA, SHIGEYUKI AKIMOTO, NAOMICHI YASUDA, SCOTT ROSENBERG and ICHITARO KONO, Jointly and Severally,** **Defendants.**	**Civ. Action No. 12-cv-** **CLASS & COLLECTIVE ACTION COMPLAINT** **Jury Trial Demand**

NATURE OF THE ACTION

1. Plaintiffs are current and former waitresses at Defendants' highly-regarded sushi restaurant in midtown Manhattan. Plaintiffs bring this action to recover unpaid minimum and overtime wages owed to them pursuant to both the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* and the New York Labor Law ("NYLL"), § 650 *et seq.*, for unpaid spread of hours payments pursuant to the NYLL, for damages arising out of not being paid within a timely fashion and to recover millions of dollars in gratuities that were left by patrons for Sushi Yasuda's tip-elligible employees but were illegally retained by Defendants. Plaintiffs bring their FLSA claims on behalf of themselves and all other similarly situated wait staff, bus boys/runners and sushi chefs of Defendants, and their NYLL claims on behalf of themselves and a Federal Rule of Civil Procedure 23 class of all wait staff, bus boys/runners and sushi chefs who worked for Sushi Yasuda.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1337, and 1343, and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Plaintiffs' claims under the FLSA pursuant to 29 U.S.C. § 216(b).

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

4. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

THE PARTIES

5. Plaintiffs SAKIKO FUJIWARA ("Fujiwara"), MAYUMI IMOTO ("Imoto") and SATOKO NAGAI ("Nagai" and, collectively with Fujiwara and Imoto, the "Plaintiffs") were, at relevant times, adult individuals residing in Bronx and New York Counties, New York. Throughout the relevant time period, Plaintiffs performed work for Defendants at the Sushi Yasuda restaurant, located at 204 East 43rd Street, New York, NY 10017. Plaintiffs consent in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b), and their written consent forms are attached hereto and incorporated by reference.

6. Upon information and belief, Sushi Yasuda LTD. d/b/a Sushi Yasuda ("Sushi Yasuda" or the "Corporate Defendant") is an active New York Corporation with its principle place of business at 419 Park Avenue South, New York, New York 10016.

7. Shigeyuki Akimoto ("Akimoto"), Naomichi Yasuda ("Yasuda"), Scott Rosenberg, ("Rosenberg") and Ichitaro Kono ("Kono" and, collectively with Akimoto, Yasuda and Rosenberg, the "Individual Defendants" and, collectively with the Corporate Defendant, the "Defendants"), are the owners, operators and managers of the Corporate Defendant who set the

Corporate Defendant's payroll practices. Throughout the relevant time period, the Individual Defendants were in charge of hiring and firing employees, setting schedules and wage rates, determining the Corporate Defendants' policies with respect to payroll and gratuities and otherwise running the business of Sushi Yasuda.

8. The Individual Defendants participated in the day-to-day operations of the Corporate Defendant and acted intentionally and maliciously in their direction and control of Plaintiffs and the Corporate Defendant's other similarly situated employees and are "employers" pursuant to the FLSA, 29 U.S.C. §203(d) and regulations promulgated thereunder, 29 C.F.R. §791.2, as well as the New York Labor Law Sec. 2 and the regulations thereunder, and are jointly and severally liable with the Corporate Defendant.

COLLECTIVE ACTION ALLEGATIONS

9. Pursuant to 29 U.S.C. § 207, Plaintiffs bring their First Cause of Action as a collective action under the FLSA on behalf of themselves and all other wait staff, bus boys/runners and sushi chefs (the "Collective Action Members") who are or were employed by the Defendant since December 3, 2009 and through the entry of judgment in this case (the "Collective Action Period").

10. A collective action is appropriate in this circumstance because Plaintiffs and the Collective Action Members are similarly situated, in that they were all subjected to Defendants' illegal policy of failing to pay minimum wage during training periods, requiring them to work off-the-clock hours and failing to pay overtime premiums for work performed over forty (40) hours each week. As a result of this policy, Plaintiffs and the Collective Action Members did not receive the legally required minimum wages for all hours worked and overtime premium payments for all hours worked in excess of forty per week.

CLASS ALLEGATIONS – NEW YORK LABOR LAW

11. Pursuant to the NYLL, Plaintiffs bring their Second, Third, Fourth and Fifth Causes of Action under Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and all wait staff, bus boys/runners and sushi chefs who are or were employed by Defendant within New York (the "Class Members") at any time since December 3, 2006 and through the entry of judgment in this case (the "Class Period").

12. The Class Members are so numerous that joinder of all members is impracticable.

13. Although the precise number of Class Members is unknown to Plaintiffs, the facts on which the calculation of that number can be based are presently within the sole control of Defendants.

14. Upon information and belief, there are in excess of forty (40) Class Members.

15. There are questions of law and fact common to the claims of Plaintiffs and the claims of the Class, including whether Defendants had a corporate policy of: failing to pay minimum wage for all hours worked; failing to pay overtime premiums when employees worked in excess of forty (40) hours per week; failed to pay an additional hour's wage at minimum wage when employees worked shifts lasting ten or more hours or when employees worked a split shift; failed to pay wages when due; and unlawfully withholding tips and gratuities left by patrons for the Class Members.

16. Plaintiffs' claims are typical of the Class Members' claims, and Plaintiffs will fairly and adequately represent the Class. There are no conflicts between Plaintiffs and the Class Members and Plaintiffs' counsel are experienced in handling class litigation.

17. The Second, Third, Forth and Fifth Causes of Action are properly maintainable as a class action under Federal Rules of Civil Procedure 23(b)(3). There are questions of law and

fact common to the Class that predominate over any questions solely affecting the individual members of the class, including but not limited to:

a. whether Defendants employed Plaintiffs and the Class Members within the meaning of the NYLL;

b. whether Defendants failed to keep true and accurate time records for all hours worked by Plaintiffs and the Class Members;

c. what proof of hours worked is sufficient where employers fail in their duty to maintain time records;

d. whether Defendants failed and/or refused to pay Plaintiffs and the Class Members minimum wages for all hours worked;

e. whether Defendants failed and/or refused to pay Plaintiffs and the Class Members overtime premium pay for hours worked in excess of forty (40) hours per workweek;

f. whether Defendants illegally retained gratuities left by customers and failed to pay all such gratuities to the Plaintiffs and Class Members;

g. whether Defendants are liable for all damages claimed hereunder, including but not limited to compensatory damages, liquidated damages, interest, costs and disbursements and attorneys' fees;

h. whether Defendants failed to pay Plaintiffs and the Class Members an additional hour of pay for each hour worked in excess of ten (10) hours in one day and an additional hour of pay for each split shift worked in a day; and

i. whether Defendants failed to pay Plaintiffs and the Class Members within one week of the week in which wages were earned.

18. A class action is superior to other available methods for the fair and efficient adjudication of this litigation – particularly in the context of wage litigation like the present action, where individual plaintiffs lack the financial resources to vigorously prosecute a lawsuit in federal court against corporate defendants. The individual members of the class have no interest or capacity to bring separate actions; Plaintiffs are unaware of any other litigation concerning this controversy; it is desirable to concentrate the litigation in one case; and there are no likely difficulties that will arise in managing the class action.

STATEMENT OF FACTS

19. At all relevant times, Defendants have been in the restaurant business. Defendants currently own, operate and manage Sushi Yasuda, a sushi restaurant located at 204 East 43rd Street, New York, New York.

20. According to a November 15, 2011 review in The New York Times, "since its opening at the end of 1999, the trio of owners, Naomichi Yasuda, a master sushi chef; Shige Akimoto, the restaurant manager; and Scott Rosenberg, the business and design manager, staked the restaurant's reputation on a pure, uncompromised expression of the traditional art of suchi making. They succeeded brilliantly. In 2000, William Grimes, The New York Time's restaurant critic at the time, awarded Yasuda three stars." After describing his meal and noting that Mr. Yasuda had retired to Japan in 2011, food critic Eric Asimov renewed Sushi Yasuda's three star ranking noting "with its devotion to sushi in its purist form, unalloyed with other Japanese cuisines or American twists, Yasuda occupies a singular position in New York's sushi landscape, even without Mr. Yasuda. It excelled back in 2000, and in 2011 it continues to meet its high standards." The restaurant's exempliar reputation ensures that it remains extremely busy, with customers paying premium prices for high-quality sushi during lunch and dinner.

21. Upon information and belief, Defendant Kono is the current general manager in charge of setting the wages and schedules of the resturant's employees and, as the other Individual Defenadnts have during the relevant period, oversees the workers and implements the unlawful policies complained of herein.

22. At all relevant times, Defendants have been and continue to be an employer 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).

23. At all relevant times, Defendants employed, and/or continue to employ, Plaintiffs and each of the Collective Action Members within the meaning of the FLSA.

24. At all relevant times, Plaintiffs, the opt-in plaintiffs and the Class Members were employed by Defendants within the meaning of the NYLL, §§ 2 and 651.

25. Upon information and belief, at all relevant times, the Corporate Defendant has had gross revenues in excess of $500,000.00.

26. Fujiwara worked for Defendants from approximately August 2011 through August 2012. During her initial one-to-two week training period, Fujiwara was paid $20 or $25 dollars for working a four (4) hour lunch shift. Throughout her employment with Sushi Yasuda, her wages rose to approximately $15 per hour. Fujiwara was credited 4 hours for lunch shifts and 5.5 hours for dinner shifts, notwithstanding the fact that lunch shifts frequently lasted over 4 hours and dinner shifts always exceeded 6 hours. At times, Fujiwara worked in excess of forty (40) hours in a week, yet Defendants failed to pay her overtime premiums of one and one-half (1.5) times her regular hourly rate for her overtime hours. Upon information and belief, Defendants' failure to pay overtime premiums was a corporate policy that applied to all of Defendants' wait staff, busboys/runners and sushi chefs.

27. While Fujiwara typically collected several hudred dollars in cash and credit card gratuities each shift, she was forced to give all cash payments directly to the manager or assistant manager on duty and she was never paid for either the cash or credit card gratuities. Defendants' failure to pay any gratuities to Fujiwara was a corporate policy that applied to all of their wait staff throughout the relevant period.

28. Notwithstanding the fact that Fujiwara frequently worked both the lunch and dinner shifts, which equaled more than ten hours in a given day, Defendants failed to pay Fujiwara spread of hours premiums equal to an additional hour of minimum wage for each hour worked in excess of ten in a given day. Defendants' failure to pay Fujiwara spread of hours premiums was a corporate policy that applied to all of Defendants' employees working shifts more than ten hours in one day and/or split shifts.

29. Throughout Fujiwara's employment period, she received her wages only once a month in cash. Paying wages only once each month was a corporate policy of Defendants that applied to all of their wait staff and sushi chefs.

30. Imoto worked for Defendants from on or about August 23, 2010 through at least the end of July 2012. Initially, during her training period, Imoto was paid $20 for her first three 4-hour lunch shifts and $25 for at least her next four shifts. During her employment with Sushi Yasuda, her rate of pay subsequently increased to $55 for a 4-hour lunch shift and $85 for the dinner shift. Defendants claimed on Imoto's pay statement that the dinner shift was 5.5 hours but the shift was typically no less than 6 hours and wait staff were required to be dressed in uniform ready to start business at least five minutes before opening and employees typically were required to finish their work duties after the closing time. Further, each night one wait staff member was required to remain on duty without compensation throughout the employee meal,

which was served after closing time. Despite the fact that Imoto worked more than forty (40) hours per week, she was not paid overtime premiums of one and one-half (1.5) her regular hourly rate for her overtime hours. Instead, Imoto was always paid the same rate for all hours that she worked. Defendants' failure to pay Imoto overtime premiums was a corporate policy of Defendants that applied to all of their wait staff.

31. Imoto similarly was required to hand all cash tips that she received from the customers to the on-duty manager or assistant manager and she was not compensated for any cash or credit card gratuities throughout her employment with the Defendants. Defendants' failure to pay Imoto and gratuities was a corporate policy of Defendants that applied to all of their wait staff.

32. Imoto was paid her wages just one time per month and she never received any gratuities, pursuant to Defendants' unlawful policies. Attached hereto as Exhibit A are payroll records showing that Imoto received less than minimum wage during her initial employment with Defendants and she received straight-time wages when working more than forty hours per week.

33. Notwithstanding the fact that Imoto frequently worked both the lunch and dinner shifts, which equaled more than ten hours in a day, Defendants failed to pay Imoto spread of hours premiums equal to an additional hour of minimum wage for each hour worked in excess of ten in a given day. Defendants' failure to pay Imoto spread of hours premiums was a corporate policy that applied to all of Defendants' employees working shifts more than ten hours in one day and/or split shifts.

34. Nagai started working for Defendants in approximately July 2010 and she continues to work in a wait staff position for Defendants through the present. Nagai is fearful

that, as a current employee, she will face retaliation as a result of her filing the instant Class & Collective Action Complaint. In the event that Nagai is retaliated against in any way as a result of protecting her right to wages, she will file an Amended Class & Collective Action Complaint asserting causes of action under the FLSA and NYLL for retaliation.

35. Nagai was initially paid $20 to $25 per 4-hour lunch shift while in her training period for Defendants. Thereafter, her wages were increased, but she was not credited for all hours worked and was not paid overtime when working over forty hours per week. Nagai was credited 4 hours for lunch shifts and 5.5 hours for dinner shifts, notwithstanding the fact that lunch shifts frequently lasted over 4 hours and dinner shifts always exceeded 6 hours and Defendants frequently required her to work late. Nagai has been required to work more than forty (40) hours per week during certain weeks and she has never received overtime compensation for hours worked over forty during any such week. Instead, Nagai has been paid her regular shift-pay for the work performed, notwithstanding the fact the shifts often run longer than recorded and include overtime hours.

36. Notwithstanding the fact that Nagai frequently worked both the lunch and dinner shifts, which equaled more than ten hours in a day, Defendants failed to pay Nagai spread of hours premiums equal to an additional hour of minimum wage for each hour worked in excess of ten in a given day. Defendants' failure to pay Nagai spread of hours premiums was a policy that applied to all of Defendants' employees working shifts more than ten hours in one day and/or split shifts.

37. Similar to Fujiwara and Imoto, Nagai and all other wait staff were required to turn all cash tips into restaurant management immediately upon receipt of the gratuity. Neither the cash nor credit card tips were ever distributed to Nagai or the other wait staff. Throughout

Nagai's employment with Defendants, she received her wages once per month and she never was given any of the gratuities that she had earned from customers.

38. Attached hereto as Exhibit B is a copy of a Sushi Yasuda guest receipt, which is incorporated herein by reference. Nothing contained in the receipt informed customers that tips would be retained by the Defendants. In fact, Imoto was instructed by an assistant manager to tell customers that she received the tips left by customers when, in fact, the tips were retained by the Defendants and were not distributed to the Class Members.

39. Plaintiffs and the Collective Action Members/Class Members were all paid pursuant to the same corporate policies of Defendants that applied to their hourly restaurant employees, including failing to pay minimum wages, spread of hours and overtime premiums and gratuities.

40. Upon information and belief, throughout the Class Period, Defendants have employed other individuals who worked as wait staff, busboys/runners and sushi chefs who Defendants improperly denied minimum wage and overtime compensation. Such individuals were not paid spread-of hours pay when working split shifts or over 10 hours per day and were similarly paid on a monthly basis. Further, the Class Members were left gratuities by customers that Defendants' illegally retained.

41. Plaintiffs' work was performed in the normal course of Defendants' business and was integrated into Defendants' business.

42. The work performed by Plaintiffs required little skill and no capital investment.

43. Throughout the Class Period and, upon information and belief, continuing until today, Defendants have likewise employed other individuals like Plaintiffs in positions that require little skill and no capital investment. Upon information and belief, such individuals were

required to work for less than minimum wage during training periods and were not paid time and one-half when working in excess of forty (40) hours per week.

44. As stated, the exact number of such similarly situated individuals is presently unknown but is believed to be well in excess of forty (40) individuals and can be ascertained through appropriate discovery.

45. Upon information and belief, throughout all relevant time periods and during the course of Plaintiffs' own employment, Defendant failed to post or keep posted a notice explaining the minimum wage and overtime pay rights provided by the FLSA and/or the NYLL or to provide translations of these notices to workers in Japanese.

FIRST CAUSE OF ACTION
FAIR LABOR STANDARDS ACT – UNPAID MINIMUM WAGE & OVERTIME

46. Plaintiffs, on behalf of themselves and the Collective Action Members, repeat and reallege each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

47. By failing to pay minimum wage for all hours worked and overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours per week, Defendants have violated and continue to violate the FLSA, 29 U.S.C. §§ 201 *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a)(2).

48. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

49. Defendants' failure to pay minimum wages and overtime caused Plaintiffs and the Collective Action Members to suffer loss of wages and interest thereon. Plaintiffs and the Collective Action Members are entitled to recover from Defendants their unpaid minimum wages, their unpaid overtime compensation, damages for unreasonably delayed payment of

wages, liquidated damages, reasonable attorneys' fees, and costs and disbursements of the action pursuant to 29 U.S.C. § 216(b).

SECOND CLAIM FOR RELIEF
NEW YORK LABOR LAW – UNPAID MINIMUM WAGE & OVERTIME

50. Plaintiffs, on behalf of themselves and the Class Members, repeat and reallege each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

51. Defendants willfully violated Plaintiffs' and the Class Members' rights by failing to pay minimum wage for all hours worked and overtime compensation at a rate of not less than one and one-half times the regular rate of pay for hours worked in excess of 40 per week, in violation of the NYLL and regulations promulgated thereunder.

52. Defendant's failure to pay minimum wage for all hours worked and overtime caused Plaintiffs and the Class Members to suffer loss of wages and interest thereon. Plaintiffs and the Class Members are entitled to recover from Defendants their unpaid overtime compensation, damages for unreasonably delayed payment of wages, liquidated damages, reasonable attorneys' fees, and costs and disbursements of the action pursuant to NYLL §§ 663(1) *et seq*.

THIRD CAUSE OF ACTION
NEW YORK LABOR LAW – UNPAID SPREAD-OF-HOURS

53. Plaintiffs, on behalf of themselves and the Class Members, repeat and reallege each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

54. Defendants willfully violated Plaintiffs' and the Class Members' rights by failing to pay compensation in an amount equal to one hour's pay at the relevant minimum wage in all

instances where the Class Members worked either a split shift or more than 10 hours per day, in violation of the NYLL § 650, *et seq.*, and the regulations promulgated thereunder including N.Y. Comp. Code R. & Regs. tit. 12, §§ 137-1.7. (2010), 146-1.6 (2012).

55. Defendants' failure to pay spread-of-hours compensation caused Plaintiffs and the Class Members to suffer loss of wages and interest thereon. Plaintiffs and the Class Members are entitled to recover from Defendants their unpaid spread-of-hours compensation, damages for unreasonably delayed payment of wages, liquidated damages, reasonable attorneys' fees, and costs and disbursements of the action pursuant to NYLL §§ 663(1) *et seq.*

FOURTH CLAIM FOR RELIEF
NEW YORK LABOR LAW – FAILURE TO PAY WAGES WHEN DUE

56. Plaintiffs, on behalf of themselves and the Class Members, repeat, reallege and incorporate by reference the foregoing allegations as if set forth fully and again herein.

57. Defendants failed to pay Plaintiffs and the Class Members on a weekly basis and, instead, paid Plaintiffs and the Class Members on a monthly basis.

58. Defendants' failure to pay Plaintiffs and the Class Members on a weekly basis constitutes a violation of, inter alia, New York Labor Law § 191.

59. Due to Defendants' New York Labor Law violations, Plaintiffs and the Class Members are entitled to recover from Defendants their unpaid wages, interest, liquidated damages, reasonable attorneys' fees, and the costs and disbursements of this action.

FIFTH CLAIM FOR RELIEF
NEW YORK LABOR LAW – UNLAWFUL WITHOLDING OF GRATUITIES

60. Plaintiffs, on behalf of themselves and the Class Members, repeat, reallege and incorporate by reference the foregoing allegations as if set forth fully and again herein.

61. Defendants have failed to compensate Plaintiffs and the Class Members for all gratuities earned by withholding gratuities left by patrons for Plaintiffs and the Class, in violation

of § 196-d of the New York Labor Law. Accordingly, Defendants are now required to compensate Plaintiffs and the Class Members for all gratuities wrongfully withheld by Defendants.

62. The Defendants' New York Labor Law violations have caused Plaintiffs and the Class Members irreparable harm for which there is no adequate remedy at law.

63. Due to the Defendants' New York Labor Law violations, Plaintiffs and the Class Members are entitled to recover from Defendants their unpaid gratuities, damages for unreasonably delayed payment of wages, liquidated/punitive damages, pre and post-judgment interest, reasonable attorneys' fees, and costs and disbursements of the action pursuant to New York Labor Law § 663(1) *et al* and § 196-d.

PRAYER FOR RELIEF

Wherefore, Plaintiffs, on behalf of themselves and all other similarly situated Collective Action Members and Class Members, respectfully requests that this Court grant the following relief:

a. Designation of this action as a collective action on behalf of the Collective Action Members and ordering the prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b) and appointing Plaintiffs and their counsel to represent the Collective Action Members;

b. Certification of this action as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2) and (b)(3) on behalf of the Class Members and appointing Plaintiffs and

their counsel to represent the Class;

c. An order tolling the statute of limitations;

d. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the NYLL;

e. An injunction against Defendants and its officers, agents, successors, employees, representatives and any and all persons acting in concert with Defendanst, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;

f. An award of compensatory damages as a result of the Defendants' willful failure to pay minimum wage and overtime compensation pursuant to the FLSA and the NYLL and supporting regulations;

g. An award of liquidated and/or punitive damages as a result of the Defendants' willful failure to pay minimum wages and overtime compensation pursuant to the FLSA and the NYLL and supporting regulations;

h. An award of damages for the non-payment of spread-of-hour pay for each split shift and/or shift worked in New York in excess of ten hours;

i. An award of damages arising out of the non-payment of wages when due;

j. An award of damages arising out of the non-payment of gratuities;

k. An award of liquidated damages arising out of the non-payment of gratuities

l. An award of prejudgment and post-judgment interest;

m. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and

n. Such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

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: New York, New York
December 3, 2012

PELTON & ASSOCIATES PC

By: _____

Brent E. Pelton (BP 1055)
Taylor Graham (TG 9607)
111 Broadway, Suite 901
New York, New York 10006
Telephone: (212) 385-9700
Facsimile: (212) 385-0800

Attorneys for Plaintiffs, Individually, and on Behalf of All Other Persons Similarly Situated

CONSENT TO BECOME PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Sushi Yasuda, LTD. and and/or their respective owners, affiliated companies, subsidiaries, contractors, directors, officers, franchisees and/or affiliates to pay me minimum wage and overtime as required under state and/or federal law, and for making illegal wage deductions, and also authorize the filing of this consent in the action(s) challenging such conduct. I authorize being named as the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature

11/29/12
Date

Sakiko Fujiwara
Printed Name

CONSENT TO BECOME PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Sushi Yasuda, LTD. and and/or their respective owners, affiliated companies, subsidiaries, contractors, directors, officers, franchisees and/or affiliates to pay me minimum wage and overtime as required under state and/or federal law, and for making illegal wage deductions, and also authorize the filing of this consent in the action(s) challenging such conduct. I authorize being named as the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Mayumi — Signature

Nov 18 '12 — Date

Mayumi Imoto — Printed Name

CONSENT TO BECOME PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Sushi Yasuda, LTD. and and/or their respective owners, affiliated companies, subsidiaries, contractors, directors, officers, franchisees and/or affiliates to pay me minimum wage and overtime as required under state and/or federal law, and for making illegal wage deductions, and also authorize the filing of this consent in the action(s) challenging such conduct. I authorize being named as the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Satoko Nagai 11/29/2012 Satoko Nagai

Signature Date Printed Name

EXHIBIT A

2010; 1s:

8/1 - 8/31

NAME : Mayumi Imoto

ADDRESS : 2

S.S :

TEL :

	LUNCH		DINNER			LUNCH		DINNER	
	HR	PAY	HR	PAY		HR	PAY	HR	PAY
2					16				
3					17				
4					18				
5					19				
6					20				
7					21				
9					23	4	20.00		
10					24	4	20.00		
11					25	4	20.00		
12					26	4	25.00		
13					27	4	25.00		
14					28	4			
					30	4	25.00		
					31	4	25.00		
TOTAL					TOTAL	32	160.00		

GROSS	TAXABLE	FICA	MEDICARE	FEDERAL	STATE	CITY	NET
							160.00

SUSHI YASUDA LTD.

(2010)

10/1 - 10/31

NAME: Mayumi Imoto

S.S :

ADDRESS:2

TEL :

New York, NY 10025

	LUNCH		DINNER			LUNCH		DINNER	
	HR	PAY	HR	PAY		HR	PAY	HR	PAY
1	4	40.00	5.5	60.00	18	4	45.00		
2					19	4	45.00	5.5	65.00
4	4	40.00			20	4	45.00	5.5	65.00
5	4	40.00			21	4	45.00	5.5	65.00
6	4	40.00			22	4	45.00	5.5	65.00
7	4	40.00			23				
8	4	40.00			25	4	45.00	5.5	65.00
9					26	4	45.00	5.5	65.00
12	4	40.00			27	4	45.00	5.5	65.00
13	4	40.00	5.5	60.00	28	4	45.00	5.5	65.00
14	4	40.00	5.5	60.00	29				
15	4	40.00			30				
16									
TOTAL	40	400.00	16.5	180.00	TOTAL	36	405.00	44.0	520.00

GROSS	TAXABLE	FICA	MEDICARE	FEDERAL	STATE	CITY	NET
							1,505.00

SUSHI YASUDA LTD.

(2010)

11/1 - 11/30

NAME : Mayumi Imoto

S.S:

ADDRESS:

TEL :

, NY 10025

	LUNCH		DINNER			LUNCH		DINNER	
	HR	PAY	HR	PAY		HR	PAY	HR	PAY
1	4	45.00	5.5	65.00	15	4	45.00		
2	4	45.00	5.5	65.00	16	4	45.00	5.5	70.00
3	4	45.00	5.5	65.00	17	4	45.00	5.5	70.00
4					18	4	45.00	5.5	70.00
5	4	45.00			19	4	45.00		
6					20				
8	4	45.00	5.5	65.00	22	4	45.00		
9	4	45.00	5.5	65.00	23	4	45.00	5.5	70.00
10	4	45.00	5.5	65.00	24			5.5	70.00
11			5.5	65.00	25				
12	4	45.00			26	4	45.00		
13			5.5	65.00	27				
					29	4	45.00		
					30	4	45.00	5.5	70.00
TOTAL	32	360.00	44.0	520.00	TOTAL	40	450.00	33.0	420.00

GROSS	TAXABLE	FICA	MEDICARE	FEDERAL	STATE	CITY	NET
							1,750.00

SUSHI YASUDA LTD.

425

EXHIBIT B

****
Sushi Yasuda
204 East 43rd Street
New York NY 10017
Tel. 212-972-1001

10/25/12 9:58 PM
Check 6942
Waiter 1 KG Cust 2
Table 3A
****

2 Sapporo	14.00
1 Arajiru	4.50
1 Sushi Matsu	36.00
1 Sushi (5+2)	22.50
Taxable:	77.00
Sub-total:	77.00
Sales Tax:	6.83
Total Due:	83.83

SUSHI YASUDA
204 E 43RD ST
NEW YORK NY, 10017
212-972-1001

SALE

TID: 001 REF#: 00000080
Batch #: 096
10/25/12 21:55:11
APPR CODE: 155970
VISA Swiped
**********6642 **/**

AMOUNT $77.00
TAX $6.83

TIP $_____

TOTAL $_____

APPROVED

THANK YOU
PLEASE COME AGAIN

CUSTOMER COPY