

dangerously heavy boxes without proper equipment, and forced them work with sharp items and hot surfaces without protection in an exceptionally harried and careless atmosphere.

Federal officials have twice investigated Defendants, and each time found numerous violations of labor and employment law. At the end of each investigation, Defendants promised to abide by the law, but they continued to operate a business built on exploitation and lawlessness. Plaintiffs Abimael Perez, Isain Ceron, Misael Morales, Ulber Morales, and Carlos Gonzalez, all former employees of Goodfellas Restaurant, now initiate this action to recover monies owed to them, to demand compensation for physical and emotional injuries, and to bring the Defendants' criminal activities to an end.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b) and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

2. Venue is proper pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events giving rise to this action occurred within this district, and Defendants are located, reside, or do business in this district. Venue is also proper pursuant to 28 U.S.C. § 1391(c), as Defendant Goodfellas Cafe LLC is subject to personal jurisdiction in the state of Connecticut.

PARTIES

3. Plaintiff Abimael Perez worked at Goodfellas Restaurant approximately from July 14, 2014 until January 1, 2015. At all relevant times, Mr. Perez worked for the benefit of Defendants and was a resident of the State of Connecticut.

4. Plaintiff Ulber Morales worked at Goodfellas Restaurant approximately from

March 15, 2014 until July 27, 2014. At all relevant times, Mr. Morales worked for the benefit of Defendants and was a resident of the State of Connecticut.

5. Plaintiff Misael Morales worked at Goodfellas Restaurant approximately from April 25, 2014 until January 1, 2015. At all relevant times, Mr. Morales worked for the benefit of Defendants and was a resident of the State of Connecticut.

6. Plaintiff Isain Ceron worked at Goodfellas Restaurant approximately from January 6, 2015 until March 7, 2015. At all relevant times, Mr. Ceron worked for the benefit of Defendants and was a resident of the State of Connecticut.

7. Plaintiff Carlos Gonzalez worked at Goodfellas Restaurant approximately from January 14, 2015 until March 4, 2015. At all relevant times, Mr. Gonzalez worked for the benefit of Defendants and was a resident of the State of Connecticut.

8. Defendant Goodfellas Cafe, LLC is a Limited Liability Company that registered in Connecticut in 2005 and that, at least until 2011, owned and operated a restaurant in New Haven, Connecticut (“Goodfellas Restaurant”). Upon information and belief, Goodfellas Cafe LLC continues to be an owner and operator of Goodfellas Restaurant.

9. Defendant Gennaro Iannaccone is an owner and head chef of Goodfellas Restaurant, as well as the sole member of Goodfellas Cafe, LLC. Defendant Iannaccone operates and manages Goodfellas Restaurant. Defendant Iannaccone is an individual separate and distinct from the LLC defendant and was a resident of the State of Connecticut at all relevant times.

10. Defendant Andrea Coppola is an owner of Goodfellas Restaurant. Defendant Coppola also manages the restaurant’s business affairs, sharing an office with Defendant Iannaccone. Defendant Coppola was a resident of the State of Connecticut at all relevant times.

11. Defendant Francesco Aurioso is the General Manager of Goodfellas Restaurant.

Defendant Aurioso managed employees and was responsible for hiring, firing, and paying employees. Defendant Aurioso was a resident of the State of Connecticut at all relevant times.

STATEMENT OF FACTS

12. Gennaro Iannaccone and Andrea Coppola are co-owners of Goodfellas Restaurant, a bar and restaurant operating at 702 State Street in New Haven, Connecticut (the “Restaurant”).

13. Iannaccone is also the head chef of Goodfellas Restaurant and supervises workers in the back of the house, including bussers and those working in the kitchen, a group that includes Plaintiffs.

14. Franco Aurioso is a manager at Goodfellas Restaurant, supervising workers in the front of the house and is also responsible for paying workers their wages.

15. Iannaccone, Coppola, and Aurioso (the “individual Defendants”) all participated in overseeing the operations of the Restaurant at all relevant times.

16. All three individual Defendants have the power to hire, fire, and determine amount of pay, role, and responsibilities of the employees of Goodfellas Restaurant.

17. For all relevant times, the Defendants failed to keep adequate records as required by law of hours worked by Plaintiffs Perez, Ceron, Morales, Morales, and Gonzalez (the “Workers”) and wages paid to them.

18. Defendants made a significant portion of the Restaurant’s business transactions in cash. For example, Defendants conducted a substantial portion of payroll, both to these and other Restaurant workers, via cash transactions.

19. At all relevant times, Goodfellas Restaurant had an annual gross volume of sales or business done not less than \$500,000.

20. At all relevant times, each Defendant, each Plaintiff, and other employees handled, sold, or otherwise worked on goods that moved in or were produced for interstate commerce.

21. Defendants required the Workers to arrive at work at 11:00 A.M., and to work work until approximately 11:00 P.M. or 12:00 A.M., and sometimes even later, six days a week. This resulted in a total workweek of approximately seventy-two hours for each Worker.

22. None of the Workers ever observed any notices posted conspicuously in the restaurant that explained the Fair Labor Standards Act, as prescribed by the Wage and Hour Division and required by law.

23. The Workers also did not observe any notices posted conspicuously in the restaurant that explained Connecticut laws regarding minimum wage, sexual harassment, worker's compensation, electronic monitoring, unemployment compensation, or Connecticut Occupational Safety & Health Act, as prescribed by the Connecticut Department of Labor and required by law.

Defendant's History of Labor Law Violations

24. The U.S. Department of Labor has investigated Defendants on at least two previous occasions.

25. In 2009, the Labor Department's Wage and Hour Division investigated Goodfellas and Defendant Iannaccone for violations of labor law. The investigation uncovered serious violations of minimum wage and overtime law, as well as recordkeeping requirements. The Labor Department found Goodfellas to have violated the rights of three workers, and forced the Restaurant to pay \$7,000 in back wages.

26. At the conclusion of the investigation, Defendant Iannaccone promised to abide

by the law, assuring the investigator that in the future he would keep adequate records and pay workers minimum wage and overtime.

27. Defendant Iannaccone's promises were meaningless. Less than a year later, in 2010, the Labor Department initiated a new investigation of Goodfellas' illegal activity.

28. The second investigation uncovered even more serious violations than the first. In addition to continued violations of recordkeeping laws, the Labor Department found Goodfellas, Defendant Iannaccone, and Defendant Aurioso to have violated the workplace rights of four workers, and forced them to pay \$23,636.10 in back wages.

29. At the conclusion of the second Labor Department investigation, Defendant Iannaccone again promised to follow the law. He broke his word again, however, when he failed to pay the Workers minimum wage and overtime and compensated them off the books.

Plaintiff Abimael Perez

30. Defendant Iannaccone hired Mr. Perez to work at Goodfellas Restaurant starting on or about July 14, 2014. Mr. Perez worked at the restaurant until approximately January 1, 2015.

31. Mr. Perez typically worked from approximately 11:00 A.M. until 11:00 P.M., except for Wednesdays, Thursdays, and Fridays, when he worked from approximately 11:00 A.M. until 12:00 A.M.

32. Defendants paid Mr. Perez a weekly wage of \$500 in cash. Defendants did not give him pay stubs, or any other form of documentation in regard to his work.

33. Approximately five weeks before terminating Mr. Perez, Defendants included an extra \$50 in the cash given to him as his weekly pay. When Mr. Perez asked Defendant Iannaccone why he was being given \$50 more, Defendant Iannaccone patted him on the back

and said “It’s OK,” or words to that effect. Mr. Perez understood this payment to be an inducement not to report Defendants’ violations of the law to authorities.

34. Defendants paid Mr. Perez in cash in order to avoid reporting requirements, detection of their failure to pay overtime, and applicable taxes.

35. Defendants have not paid Mr. Perez for the overtime worked, nor provided compensation adequate to state and federal minimum wage requirements. He worked no fewer than approximately 1,872 hours, no fewer than approximately 912 of which were overtime; Defendants paid Mr. Perez only approximately \$12,000. Defendants owe Mr. Perez a substantial sum in damages to compensate for these and other injuries.

36. Although Mr. Perez often worked overtime, Defendants did not pay additional compensation for these hours worked. On some occasions, Defendants did not pay Mr. Perez at all for one or more days he had worked. Further, Defendants often called Mr. Perez in to work on his day off, and implied that he might be fired if he did not come in on short notice.

37. Mr. Perez performed a number of tasks while an employee at Goodfellas Restaurant, including mopping floors, hauling heavy boxes, helping to prepare food, and cleaning the kitchen. As part of these duties Mr. Perez often worked with both food products and other kitchen supplies and equipment that traveled in interstate commerce.

38. On numerous occasions Defendants required Mr. Perez to move dangerously heavy boxes at significant risk to his own health and safety. Defendant Iannaccone often threatened Mr. Perez in these instances, yelling profanities and racial slurs at him in order to force him to lift boxes. On one such occasion, Defendant Iannaccone screamed at Mr. Perez “you fucking Mexican, come on I know you can do it!” or words to that effect.

39. Although Mr. Perez repeatedly informed Defendant Iannaccone of a pre-existing

back condition that made it dangerous for him to lift these boxes, Defendant Iannaccone insisted that he did not care and that Mr. Perez had to lift the boxes or else he would be fired.

40. Defendant Iannaccone also often forced Mr. Perez to lift a hot frying pan with a hot handle that contained food waste and place it in hot water in an industrial-sized sink. Mr. Perez and other employees requested that Defendant Iannaccone provide them safety gloves to handle or lift this pan on multiple occasions, but Defendant Iannaccone refused. Mr. Perez suffered burns on his hands as a result of having to move the pan without proper protection.

41. Defendant Iannaccone also forced Mr. Perez to wash pans in a sink filled with dirty, opaque water without adequate protection, resulting in injuries and scarring on his hands and arms.

42. Defendant Iannaccone would frequently use racist and homophobic language towards Mr. Perez and the other Workers. He routinely screamed at them, referring to them as “dogs,” “fucking Mexicans,” “animals,” and “faggots,” in both English and Spanish.

43. Defendant Iannaccone’s frequent use of racist and other discriminatory language produced a hostile and discriminatory workplace environment.

Plaintiff Misael Morales

44. Defendant Iannaccone hired Mr. M. Morales on or about April 25, 2014 and he worked at the restaurant until Defendants fired him on December 31, 2014.

45. Mr. M. Morales typically worked from approximately 11:00 A.M. until 11:00 P.M on Sundays, Tuesdays, Wednesdays, and Thursdays, and from approximately 11:00 A.M. until 12:00 A.M. on Fridays and Saturdays.

46. During his employment Mr. M. Morales performed a number of tasks at the restaurant, including lifting heaving boxes, moving equipment, cleaning, and preparing food.

47. Defendants paid Mr. M. Morales a weekly wage of \$500 in cash. Sometimes Defendants did not paid the full \$500, and “deducted” full days from Mr. M. Morales’ wages when Defendant Iannaccone alleged he had been “late” to work. Defendants did not give Mr. M. Morales pay stubs, or any other form of documentation regarding his work.

48. Defendants paid Mr. M. Morales in cash in order to avoid reporting requirements, detection of their failure to pay overtime, and applicable taxes.

49. Mr. M. Morales has not been paid overtime, nor received compensation adequate to state and federal minimum wage requirements. He worked no fewer than approximately 2,625 hours, no fewer than approximately 1,225 of which were overtime. Defendants paid Mr. M. Morales only approximately \$17,500. Defendants owe him a substantial sum in damages to compensate for these and other injuries.

50. Mr. M. Morales performed a number of tasks while an employee at Goodfellas: mopping floors, hauling heavy boxes, helping to prepare food, and cleaning the kitchen. As part of these duties Mr. M. Morales often worked with both food products and other kitchen supplies and equipment that traveled in interstate commerce.

51. Defendant Iannaccone’s frequent use of racist and other discriminatory language produced a hostile and discriminatory workplace environment.

52. Defendant Iannaccone often called Mr. M. Morales a “fucking Mexican” and other derogatory racial epithets.

53. Defendant Iannaccone also called Mr. M. Morales an “illegal” and told him that he and the other Workers “had no rights here” and “had to do whatever” Iannaccone demanded, or words to that effect. Defendant Iannaccone used this language when Mr. M. Morales objected to performing particularly dangerous physical tasks.

54. Defendant Iannaccone forced Mr. M. Morales to move a hot pot without protection, which resulted in a burn to his arm.

Plaintiff Ulber Morales

55. Defendant Iannaccone hired Mr. U. Morales to work at Goodfellas Restaurant starting on or about March 15, 2014. Mr. U. Morales worked at the Restaurant until approximately June 27, 2014.

56. Mr. U. Morales typically worked from approximately 11:00 A.M until 11:00 P.M on Sundays, Tuesdays, Wednesdays, and Thursdays, and from approximately 11:00 A.M. until 12:00 A.M. on Fridays and Saturdays.

57. For the full six days worked Defendants paid Mr. U. Morales a weekly wage of \$500 in cash. Defendants did not offer him pay stubs, or any other form of documentation in regard to his work.

58. Defendants paid Mr. U. Morales in cash in order to avoid reporting requirements, detection of their failure to pay overtime, and applicable taxes.

59. Mr. U. Morales has not been paid overtime, nor received adequate compensation to cover state and federal minimum wages. He worked no fewer than approximately 1,339 hours, no fewer than approximately 441 of which were overtime. Defendants paid him only approximately \$7,360. He is owed substantial sum in damages to compensate for these and other injuries.

60. Mr. U. Morales performed a number of tasks while an employee at Goodfellas, including mopping floors, hauling heavy boxes, helping to prepare food, and cleaning the kitchen. As part of these duties Mr. U. Morales often worked with both food products and other kitchen supplies and equipment that traveled in interstate commerce.

61. Defendant Iannaccone often yelled insults, profanities, and slurs at Mr. U. Morales and others, creating a discriminatory and hostile work environment.

62. In one instance, after informing Defendant Iannaccone that he did not know how to prepare a particular dish, Defendant Iannaccone began derisively referring to Mr. U. Morales as “Guatemala,” which is a derogatory reference to a stereotype of Guatemelans as being unintelligent and speaking Spanish poorly.

63. In another, one of Mr. U. Morales’ coworkers was injured after falling down the stairs to the restaurant’s basement. Defendant Iannaccone fired this coworker because the cutting board the worker had been carrying broke when he fell.

64. As a result of the hostile environment and the demands and pressure created by Defendants, Mr. U. Morales suffered from headaches and anxiety.

Plaintiff Isain Ceron

65. Defendant Iannaccone hired Mr. Ceron on or about January 6, 2015, and he worked at the restaurant until approximately March 7, 2015.

66. Mr Ceron typically worked from approximately 11:00 A.M. until 10:00 P.M. on Sundays, Mondays, Tuesdays, and Wednesdays, and from approximately 11:00 A.M. until 11:00 P.M. on Fridays and Saturdays.

67. Mr. Ceron performed a number of tasks while an employee at Goodfellas: shoveling snow, mopping floors, hauling heavy boxes, preparing food, and cleaning the kitchen. As part of these duties Mr. Morales often worked with both food products and other kitchen supplies and equipment that traveled in interstate commerce.

68. Defendants paid Mr. Ceron a weekly wage of \$500 in cash. Defendants did not offer him pay stubs or any other form of documentation regarding his work.

69. Defendants paid Mr. Ceron in cash in order to avoid reporting requirements, detection of his failure to pay overtime, and applicable taxes.

70. Mr. Ceron has not been paid overtime, nor received compensation adequate to state and federal minimum wage requirements. He worked no fewer than approximately 624 hours, no fewer than approximately 264 of which were overtime. Defendants paid Mr. Ceron only approximately \$4,000. Defendants owe him substantial sum in damages to compensate for these and other injuries.

71. Defendants harassed and discriminated against Mr. Ceron on the basis of his race and perceived national origin while he was working at the restaurant, in violation of Connecticut and federal antidiscrimination law.

72. Defendant Iannaccone often referred to Mr. Ceron as “fucking Mexican”, “pendejo”, and other derogatory racial epithets.

Plaintiff Carlos Gonzalez

73. Defendant Iannaccone hired Mr. Gonzalez on or about January 14, 2015, and he worked there until approximately March 4, 2015.

74. Mr. Gonzalez typically worked six days a week, averaging over 72 hours a week. He typically worked from 11:00 A.M. until 11:00 P.M. or midnight. He sometimes worked additional hours, staying after midnight to help close the restaurant.

75. Defendants paid Mr. Gonzalez a weekly wage of \$500 in cash. Defendants did not offer him pay stubs or any other form of documentation regarding his work.

76. Defendants paid Mr. Gonzalez in cash in order to avoid reporting requirements, detection of his failure to pay overtime, and applicable taxes.

77. Mr. Gonzalez has not been paid overtime, nor received, compensation adequate to

state and federal minimum wage requirements. He worked no fewer than approximately 432 hours, no fewer than approximately 208 of which were overtime. Defendants paid Mr. Gonzalez only approximately \$3,500. Defendants owe him a substantial sum in damages to compensate for these and other injuries.

78. Mr. Gonzalez performed a number of tasks while an employee at Goodfellas: mopping floors, hauling heavy boxes, helping to prepare food, and cleaning the kitchen. As part of these duties Mr. Morales often worked with both food products and other kitchen supplies and equipment that traveled in interstate commerce.

79. Defendant Iannaccone's frequent use of racist, homophobic, and other discriminatory language produced a hostile and discriminatory workplace environment.

80. On numerous occasions, Defendant Iannaccone used homophobic slurs to describe Mr. Gonzalez, including "faggot," in both English and Spanish.

81. Defendant Iannaccone revealed Mr. Gonzalez's sexual orientation to those who worked at Goodfellas Restaurant, despite the fact that Mr. Gonzalez did not want to reveal his orientation to his co-workers.

82. Defendant Iannaccone terminated Mr. Gonzalez based on his sexual orientation.

FIRST CLAIM FOR RELIEF

FAIR LABOR STANDARDS ACT, 29 U.S.C. §§ 201 et seq. ("FLSA")

83. Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

84. This claim is brought by all Plaintiffs against all Defendants.

85. At all relevant times, Defendants Goodfellas Cafe LLC, Gennaro Iannaccone, Andrea Coppola, and Franco Aurioso were joint and/or integrated employers within the meaning

of 29 U.S.C. § 203(d) and 29 C.F.R. § 791.2.

86. Defendants failed to pay Plaintiffs the minimum hourly wage due to them for all hours worked, in violation of 29 U.S.C. § 206(a)(1)(C).

87. Defendants failed to pay Plaintiffs overtime pay for all hours that they worked in excess of forty hours per week for each week in violation of 29 U.S.C. § 207(a)(1).

88. Defendants' violations of FLSA were willful. Despite having been the subject of investigation for previous wage and hour violations, Defendants' violations of FLSA were neglectful of prevailing law, employed fraudulent bookkeeping and pay arrangements, and demonstrated disregard for the requirements of FLSA.

89. As a result of these violations, the Plaintiffs suffered damages.

90. Defendants are jointly and severally liable to the Plaintiffs for these violations of their rights under federal law.

91. The Plaintiffs are entitled to an award of damages for unpaid wages and unpaid overtime, plus liquidated damages in an equal amount and interest, as well as attorneys' fees, in an amount to be determined at trial. 29 U.S.C. § 216(b).

SECOND CLAIM FOR RELIEF

CONNECTICUT MINIMUM WAGE ACT

92. Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

93. Plaintiffs bring this claim under the Connecticut Minimum Wage Act, Conn. Gen. Stat. §§ 31-68 and 31-72, against all Defendants.

94. At all relevant times, Defendants Goodfellas Cafe LLC, Gennaro Iannaccone, Andrea Coppola, and Franco Aurioso were employers within the meaning of Conn. Gen. Stat. §§

31-58(e) and 31-71a(1).

95. At all relevant times, Defendants employed Plaintiffs within the meaning of Conn. Gen. Stat. § 31-58(h). At all relevant times, Plaintiffs were employees of Defendants within the meaning of §§ 31-58(f) and 31-71a(2).

96. Defendants, knowingly and in bad faith:

- a. failed to pay overtime wages due to Plaintiffs for hours worked in excess of forty per week, in violation of Conn. Gen. Stat. §§ 31-76b and 31-76c;
- b. failed to pay Plaintiffs the regular hourly wage due to them for all hours worked, in violation of Conn. Gen. Stat. §31-71b.

97. As a result, Plaintiffs suffered damages.

98. Defendants are jointly and severally liable to Plaintiffs for these violations of their rights under state law.

99. Plaintiffs are entitled to an award of damages for unpaid wages and unpaid overtime, plus liquidated damages in an equal amount and interest, as well as attorneys' fees, in an amount to be determined at trial. Conn. Gen. Stat §§ 31-68, 31-72.

THIRD CLAIM FOR RELIEF

FORCED LABOR -- 18 U.S.C. §§ 1595, 1589

100. Plaintiffs Perez, Morales, Morales, and Gonzalez repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

101. Plaintiffs bring this claim against Defendants Iannaccone, Coppola, and Aurioso.

102. Defendant Iannaccone threatened to send the Workers "back to Mexico" on a near-daily basis if they did not perform the work he demanded of them.

103. This claim is brought under 18 U.S.C. § 1595 of the Trafficking Victims Protection Reauthorization Act (“TVPRA”).

104. Defendants subjected Plaintiffs to forced labor in violation of 18 U.S.C. § 1589.

105. Defendants subjected Plaintiffs to intense psychological and verbal abuse on an almost-daily basis, which was designed to coerce Plaintiffs into believing that they would suffer serious harm if they were to leave the employ of Defendants or not perform work in the manner demanded by the Defendants, in violation of 18 U.S.C. § 1589(a).

106. Defendants threatened Plaintiffs with deportation by immigration officials and U.S. law enforcement agents, in a manner that constituted a threatened abuse of the legal process and threat of serious harm to the Workers under 18 U.S.C. § 1589(a)(2-3).

107. Plaintiffs are entitled to compensatory and punitive damages in an amount to be determined at trial and any other relief deemed appropriate.

FOURTH CLAIM FOR RELIEF

RACKETEERING INFLUENCED CORRUPT ORGANIZATIONS ACT (“RICO”)

108. The Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

109. Plaintiffs bring this claim under 18 U.S.C. § 1964.

110. Upon information and belief, Goodfellas Cafe LLC, Gennaro Iannaccone, Andrea Coppola, and Francesco Aurioso have a long-lasting and continuing relationship and represent an association-in-fact, and therefore an enterprise, for the purposes of 18 U.S.C. § 1961(4).

111. Defendants, in their capacity as an enterprise, engaged in interstate commerce.

112. Defendants organized and participated in a criminal worker exploitation scheme designed to systematically pay illegally low wages and exploit workers for personal profit.

113. In furtherance of this criminal worker exploitation scheme, Defendants unlawfully conducted the affairs of an enterprise, both directly and indirectly, through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

114. Defendant Iannaccone repeatedly pulled Mr. Misael Morales aside to discuss an ongoing wage theft lawsuit against the restaurant Gourmet Heaven.

115. In these conversations, Defendant Iannaccone stated on multiple occasions that Mr. M. Morales had no rights in the United States, that Defendants could fire him anytime if they wanted to, and that Mr. M. Morales should not betray them, or words to that effect.

116. These statements were intended to misinform and intimidate Mr. M. Morales from providing information and testimony to state and federal officials regarding Defendants' violations of state and federal minimum wage and overtime law, as well as other violations of federal law alleged in this complaint.

117. On approximately October 25, 2014, Defendants began paying Mr. M. Morales an extra \$50 cash in his weekly wages, for a total of \$550 per week. Defendant Iannaccone explained this extra money to Mr. M. Morales while discussing the wage theft investigation and litigation at Gourmet Heaven, a New Haven grocery and restaurant, telling Mr. M. Morales that he and Defendant Iannaccone were friends, or words to that effect.

118. This payment constituted an attempt by Defendants to corruptly persuade Mr. M. Morales not to provide information and testimony to federal officials, or to bring an administrative or judicial complaint regarding Defendants' violations of federal law.

119. Defendants on approximately November 29, 2014 also began paying Mr. Perez an extra \$50 cash in his weekly wages, for a total of \$550 per week. Mr. Perez asked Defendant Iannaccone about this extra money, and understood from this exchange that, in the context of

discussions at the Restaurant about the Gourmet Heaven wage dispute and litigation, Defendants gave him this additional \$50 to discourage him from providing information and testimony regarding Defendants' violations of federal law.

120. Defendant Iannaccone often yelled at the workers that he would send them back to Mexico, or words to that effect, when he was dissatisfied with their work.

121. Defendant Iannaccone's threats of deportation caused great fear in the Workers, fear of arrest as well as of economic loss.

122. Defendant Iannaccone wrongfully used this fear to induce Workers to consent to giving up to Defendants the wages to which they were entitled under state and federal minimum wage and overtime laws.

123. The Defendants knowingly and willfully committed the following predicate acts under RICO, 18 U.S.C. § 1961(1):

- a. forced labor, in violation of 18 U.S.C. § 1589;
- b. tampering with a witness, in violation of 18 U.S.C. § 1512, by using intimidation and threats against the Workers, and attempting to corruptly persuade them by providing an additional \$50 compensation per week with the intent of preventing the testimony of workers in an official proceeding they knew was likely to be instituted, as well as to prevent the Workers' communication of information related to Federal offenses, including violations of FLSA and TVPRA;
- c. robbery or extortion of the Workers' property, in violation of 18 U.S.C. § 1951, by wrongfully using threats of deportation and

economic loss to induce the Workers' to give up to Defendants the wages to which they were entitled under state and federal minimum wage and overtime laws; and

- d. mail and wire fraud, in violation of 18 U.S.C. §§ 1341 and 1343, by submitting fraudulent Form 941 employer quarterly federal tax forms on or about April 30, 2014, July 31 2014, October 31 2014, and January 31 2015 to the Internal Revenue Service; and fraudulent UC-5A Connecticut employee quarterly earnings reports and UC-2 employer contribution returns on or about April 30, 2014, July 31 2014, October 31 2014, and January 31 2015 to the Connecticut Department of Labor, which inaccurately reported both the number of employees working at the Restaurant and the compensation they received.

124. The predicate acts of racketeering activity described above constitute a “pattern of racketeering activity” as defined in 18 U.S.C. § 1961(5).

125. The predicate acts were related to one another: they were committed against the same individuals (the Plaintiffs) and for the same purposes (furtherance of the criminal worker exploitation scheme and personal profit).

126. The predicate acts were related to the enterprise. Defendants could not successfully conduct the criminal worker exploitation scheme without the associations that formed the enterprise.

127. Upon information and belief, the racketeering activity took place over the course of multiple years.

128. Such acts of racketeering activity have been part of the Defendants' regular way of doing business through the enterprise, which implies a threat of continued criminal activity.

129. Plaintiff workers bring suit under 18 U.S.C. § 1964 to recover treble damages and attorneys' fees for injuries sustained as a result of the Defendants' violation of 18 U.S.C. § 1962(c).

FIFTH CLAIM FOR RELIEF

RACE AND NATIONAL ORIGIN DISCRIMINATION -- 42 U.S.C. § 1981

130. The Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

131. Plaintiffs were subjected to regular verbal abuse including the use of derogatory epithets and other humiliating language by Defendant Iannaccone.

132. Defendant Iannaccone's conduct was not welcomed by Plaintiffs.

133. Defendant Iannaccone's conduct was motivated by the fact that Plaintiffs are Latino, as well as by Plaintiffs' perceived national origins.

134. This conduct was so severe or pervasive that a reasonable person in Plaintiffs' position would find Plaintiffs' work environment to be hostile or abusive because of Plaintiffs' race and perceived national origin.

135. Plaintiffs' work environment was hostile and abusive as a result of Defendant Iannaccone's conduct.

136. Plaintiffs are entitled to monetary relief for damages and interest in an amount to be determined at trial.

SIXTH CLAIM FOR RELIEF

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

137. The Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

138. The Plaintiffs bring this claim against Defendant Iannaccone.

139. Defendant Iannaccone intentionally engaged in extreme and outrageous conduct which Defendant knew or should have known would inflict severe emotional distress on the Plaintiffs.

140. Defendant Iannaccone's extreme and outrageous conduct occurred in part during the termination of employment of each Plaintiff.

141. Defendant Iannaccone's conduct which intentionally inflicted distress included systemic abuse, criticism and harassment of the Plaintiffs in the workplace.

142. The Plaintiffs suffered severe emotional distress.

143. Defendant Iannaccone's intentional acts directly caused this distress.

144. The Plaintiffs are entitled to monetary relief for compensatory and punitive damages and interest in an amount to be determined at trial.

SEVENTH CLAIM FOR RELIEF

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

145. The Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

146. The Plaintiffs bring this claim against Defendant Iannaccone.

147. Defendant Iannaccone engaged in conduct that involved an unreasonable risk of causing distress to Plaintiffs.

148. Defendant Iannaccone realized that the distress, if caused, might result in illness or bodily harm.

149. Defendant Iannaccone's conduct that involved an unreasonable risk of causing distress occurred in part during the termination of employment of each Plaintiff.

150. The Plaintiffs are entitled to monetary relief for compensatory and punitive damages and interest in an amount to be determined at trial.

JURY DEMAND

151. Plaintiffs request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

a. Award Plaintiffs monetary damages for unpaid minimum wage and overtime, plus liquidated damages in an equal amount and interest, as provided by FLSA, 29 U.S.C. § 216(b), in an amount to be determined at trial;

b. Award Plaintiffs monetary damages for unpaid minimum wage and overtime, plus liquidated damages in an equal amount and interest, as provided by Conn. Gen. Stat. § 31-68 and § 31-72, in an amount to be determined at trial;

c. Award Plaintiffs monetary damages for subjecting Plaintiffs to a hostile work environment on account of their race and perceived national origin, as provided by 42 U.S.C. § 1981, in an amount to be determined at trial;

d. Award Plaintiffs compensatory and punitive damages in accordance with 18 U.S.C. 1595(a) for Defendants' subjecting Plaintiffs to forced labor in violation of 18 U.S.C. § 1589, in an amount to be determined at trial;

e. Award Plaintiffs treble damages for injuries sustained as a result of the Defendants' violation of 18 U.S.C. § 1962(c) in accordance with 18 U.S.C. § 1964(c), in an amount to be determined at trial;

f. Award Plaintiffs compensatory damages for Defendants' violation of Connecticut common law (intentional and negligent infliction of emotional distress), in an amount to be determined at trial;

g. Award attorneys' fees and costs to Plaintiffs pursuant to 29 U.S.C. § 216(b), Conn. Gen. Stat. §§ 31-68(a), 31-72, 42 U.S.C. § 1988, and 18 U.S.C. §§ 1964(c), 1595(a).

h. Grant such additional and further relief as the Court deems just and proper.

Dated: May 1, 2015

/s/ Michael J. Wishnie
Will Bloom, Law Student Intern
Jordan Laris Cohen, Law Student Intern
Zachary Manfredi, Law Student Intern

Joshua Nuni, Law Student Intern
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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

ABIMAEEL PEREZ, ET AL.,

V.

SUMMONS IN A CIVIL CASE

GOODFELLAS CAFE LLC, ET AL.,

CASE NUMBER: 3:15-CV-00642-CSH

**TO: Francesco Aurioso, Andrea Coppola,
Goodfellas Cafe LLC, Gennaro Iannaccone**
Defendant's Address:

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:

**Michael J. Wishnie
Jerome N. Frank Services
127 Wall Street
New Haven, CT 06511**

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

/s/ – K. Falcone

Signature of Clerk or Deputy Clerk



ISSUED ON 2015-05-04 14:37:01.0, Clerk
USDC CTD

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____
_____; or

Other *(specify)* _____

My fees are \$_____ for travel and \$_____ for services, for a total of \$_____0.00

I declare under penalty of perjury that this information is true.

Date: _____

Servers signature

Printed name and title

Servers address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ORDER ON PRETRIAL DEADLINES

This Order is issued pursuant to the Standing Order on Scheduling In Civil Cases which appears in the Appendix to the Local Civil Rules. Unless otherwise ordered by the Judge to whom this case is assigned, the parties shall adhere to the following deadlines:

(a) In accordance with Local Civil Rule 26(f), within 30 days of the appearance of a defendant, the parties must confer for the purposes described in Fed. R. Civ. P. 26(f). Within 14 days thereafter, the parties must jointly file a report using Form 26(f), which appears in the Appendix to the Local Civil Rules. The report will be used to establish a scheduling order, which will include a date by which the case must be ready for trial.

(b) In accordance with Fed. R. Civ. P. 16(b), motions for modification of the dates set forth in the scheduling order issued pursuant to the parties' 26(f) report will not be granted except for good cause. This standard requires a particularized showing that the scheduling order could not be complied with despite due diligence on the part of the party seeking the modification. Any such motion must be filed in writing at least five days before expiration of the date in question.

(c) Formal discovery pursuant to the Federal Rules of Civil Procedure may commence once the parties have conferred as required by Fed. R. Civ. P. 26(f) and Local Civil Rule 26(f). Informal discovery by agreement of the parties is encouraged and may commence at any time. Unless otherwise ordered, discovery must be completed within 6 months after the filing of the complaint, the filing of a petition for removal, or the date of transfer of an action from another District.

A copy of this Order must be served by the plaintiff on all defendants.

By Order of the Court
Robin D. Tabora, Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ELECTRONIC FILING ORDER IN CIVIL CASES

The parties shall file all documents in this case electronically. Counsel must comply with the following requirements:

1. Counsel must comply with all applicable Federal Rules of Civil Procedure, the District's Local Rules, the requirements set forth in the District's CM/ECF Policies and Procedures Manual, and any other rules and administrative procedures which implement the District's CM/ECF system.

2. Documents filed electronically must be filed in OCR text searchable PDF format.

3. Unless otherwise ordered, on the business day next following the day on which a document is filed electronically, counsel must provide chambers with one paper copy of the following e-filed documents:

All documents (including briefs and exhibits) relating to the following:

- a. Applications for temporary restraining orders, preliminary injunctions or prejudgment remedies;
- b. Dispositive motions (motions to dismiss, for judgment on the pleadings, or for summary judgment);
- c. Requested jury instructions;
- d. Joint Trial Memorandum;
- e. Trial briefs, including proposed findings of fact and conclusions of law; and
- f. Any other motion, request or application which, taken together with all related filings (e.g., memorandum in support and affidavits), are in excess of 15 pages.

It is so ordered.

/s/ Charles S. Haight, Jr.
Senior United States District Judge



UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

141 Church Street
New Haven, CT 06510
(203) 773-2140

450 Main Street
Hartford, CT 06103
(860) 240-3200

915 Lafayette Blvd
Bridgeport, CT 06604
(203) 579-5861

NOTICE TO COUNSEL AND PRO SE PARTIES

The attached case has been assigned to Senior District Judge Charles S. Haight, Jr. who sits in New Haven. Counsel and Pro Se Parties should file all future pleadings or documents in this matter with the Clerk's Office in New Haven. Any attempt to file pleadings or other documents related to this action in any of the other seats of Court will result in those pleadings or documents being refused at the Court or being returned to you. See D. Conn. L. Civ. R. 3(a).

Counsel and Pro Se Parties are required to become familiar with and abide by the Federal Rules of Civil Procedure, the Local Rules of Civil Procedure for the District of Connecticut and Standing Orders regarding scheduling in civil cases and the filing of trial memoranda.

Counsel and Pro Se Parties are hereby notified that failure to file and serve a memorandum in opposition to a motion, within 21 days after the motion is filed, may be deemed sufficient cause to grant the motion. Failure to file and serve a memorandum in opposition to a motion to dismiss within 21 days after the motion is filed may be deemed sufficient cause to grant the motion, except where the pleadings provide sufficient grounds to deny the motion. See D. Conn. L. Civ. R. 7(a)1.

Counsel and Pro Se Parties are further notified that they are required to comply with requirements relating to Motions for Summary Judgment as set forth in Fed. R. Civ. P. 56 and D. Conn. L. Civ. R. 56. A party may move for Summary Judgment when that party believes there is no genuine issue of material fact requiring trial and the party is entitled to judgment as a matter of law. The motion may be directed toward all or part of a claim or defense and it may be made on the basis of the pleadings or other portions of the record in the case or it may be supported by affidavits and other materials outside the pleadings.

When a party seeking Summary Judgment (the "moving party") files a supporting affidavit, the party opposing Summary Judgment must file an affidavit, or other documentary evidence, contradicting the moving party's submissions to demonstrate that there are factual issues requiring a trial. Facts asserted in the affidavit(s) of the moving party will be taken as true if not controverted by counter-affidavits or other documentary evidence.

Local Civil Rule 56(a) requires the party seeking Summary Judgment to file a document entitled "Local Rule 56(a)1 Statement," Which sets forth in separately numbered paragraphs a concise statement of each material fact as to which the moving party contends there is no genuine issue to be tried. The material facts set forth in this statement shall be deemed admitted unless controverted by the "Local Rule 56(a)2

Statement” required to be served by the opposing party. The paragraphs in the 56(a)2 statement shall correspond to the paragraphs in the 56(a)1 statement and shall state whether the facts asserted by the moving party are admitted or denied. The Local Rule 56(a)2 statement must also include in a separate section a list of each issue of material fact as to which it is contended there is a genuine issue to be tried.

Counsel and Pro Se Parties are alerted to the requirements of Fed. R. Civ. P. 26(f) and Local Civil Rule 26, which require that the parties conduct a case management planning conference and prepare and file a report of the conference on Form 26(f) which appears in the Appendix to the Local Rules.

Counsel and Pro Se Parties are further advised that they may request a referral of their case to a United States Magistrate Judge for disposition. See 28 U.S.C. 636 and Rule 77.2 of the Local Rules for United States Magistrate Judges.

Robin D. Tabora, Clerk



UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ORDER RE: DISCLOSURE STATEMENT

Any nongovernmental corporate party to an action in this court shall file a statement identifying all its parent corporations and listing any publicly held company that owns 10% or more of the party's stock. A party shall file the statement with its initial pleading filed in the court and shall supplement the statement within a reasonable time of any change in the information. Counsel shall append a certificate of service to the statement in compliance with local rule 5(c).

Counsel for plaintiff or removing defendant shall be responsible for serving a copy of this order upon all parties to the action.

By Order of the Court
Robin D. Tabora, Clerk



UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT

TIPS FOR SUCCESSFUL CM/ECF EFILING

- You cannot efile on a case using your PACER login and password. To efile on a case, you must have (1) a PACER login and password and (2) an ECF login and password (you need both). To obtain an ECF login/password a Connecticut bar number is needed and the registration form (available on our website) must be completed and emailed to the address on the form: attorney_registration_form@ctd.uscourts.gov. After the completed form is received, an email will be sent to you with your ECF login/password.
- Do not efile on a case that has not been designated as an efiled case. If there is no EFILE flag, **DO NOT EFILE ON THE CASE!**
- Do not attempt to re-docket something that you think may have been done incorrectly. Call the Clerk's Office for assistance before attempting to make any corrections!
- When efileing a Memorandum in Support/Opposition/Reply/Affidavit/Exhibit relating to a Motion, you must link the memo/reply/affidavit/exhibit to the underlying motion.
- Make sure the PDF document does not exceed 10,000 KB, is readable, the correct one to be filed and is right-side up if scanned.
- Do not use the apostrophe or tilde in the text of the entry.
- When efileing documents in a multi-defendant criminal case, be sure to check **ONLY** the box for the defendant(s) that relate to the document you are efileing, and not the entire case.
- Include your electronic signature (*/s/ followed by your name*) on the signature line for both the document and the certification of service.
- **IMPORTANT INFORMATION RE PRIVACY ACT:** All filings with the court - including attachments - must comply with Fed. R. Civ. P. 5.2 or Fed. R. Crim. P. 49.1: Social Security or taxpayer-identification numbers; dates of birth; names of minor children; financial account numbers; and home addresses in criminal cases, may not appear, except as allowed by the applicable rule.

Affidavits

Affidavits may be efiled with the signature page scanned or with a /s/ on the signature line. If the affidavit is related to a motion, it must be linked to the motion.

Amended Complaints

If a new party is being added, please select the "Add/Create New Party" on the appropriate filers screen. New plaintiff(s) should be added on the filers screen with the heading "Select the Filer," new defendant(s) should be added on the filers screen with the heading, "Please select the party that this filing is **against**." Enter the name of the business or last name of the individual and click "search" to see if the name of the party is already in our system. If not, continue to create the new party following the [Instructions for Searching and Adding Parties](#) located on the District Court's website. See also www.ctd.uscourts.gov. Make sure that you select the role of the party. Do not put any information in the other fields except for "Party Text" when necessary. The "Party Text" field is used as a descriptive text as explained in the Instructions. Update the Jury Demand when prompted.

Appearances

You may not efile an appearance on behalf of another attorney. The attorney filing the appearance must be the attorney that is logged into CMECF. You must click on the following box to create an association between you and the party(ies) that you are representing:

The following attorney/party associations do not exist for this case.
Please check which associations should be created for this case:

Party Name (pty:pla) represented by Your name (aty) Lead Notice

Attachments

You must name your attachment by either selecting something from the "Type" drop down menu or by entering something in the "Description" field. Whatever you select or enter from both of these options will appear in the docket text.

Discovery

The Court does not accept Discovery pursuant to Local Rule 5(f).

Filers

If there is more than one party as a filer, hold the CTRL key while selecting the applicable parties.

Motions

Do not use this event if you are not asking for some relief from the court. If there is more than one relief in your motion, select the applicable reliefs by clicking on them in the box to the left. The reliefs you have selected will appear in the box to the right.

If you are efilng a motion asking permission to file something or to amend something

already filed, you must attach the proposed document as an exhibit to your motion. Do not efile the proposed document until your motion has been granted - then efile the document you asked for permission to file.

Do not combine motions with responses to other documents. Motions and responses should be filed as separate documents.

Notice (other)

If you find you are frequently using this event, call the Clerk's Office for assistance in locating the correct event for your submission.

Notice of Manual Filing

The Notice of Manual Filing should be efiled using the event for the item you are filing in paper. Do not use the "Notice (Other)" event. For example, if you are filing exhibits manually, use the "Exhibit" event and attach the pdf of the Notice of Manual Filing. Mail the exhibits along with copies of the Notice of Electronic Filing and the Notice of Manual filing to the Clerk's Office.

Returns of Service

Returns on executed summonses should be efiled using either the "Summons Executed" or "Summons Returned Executed as to USA". There is a separate event for "Waiver of Return of Service." See the [Attorney Instructions for eFiling Civil Returns of Service](#) on our website.

Sealed Documents

Attorneys may EFILE sealed documents in Criminal Cases. See the [Cheat Sheet](#) on the Court's website for helpful information.

DO NOT EFILE documents in Civil Cases that are filed under seal. You are required to submit the document in paper along with a PDF version on disk.