

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ISK BUSINESS TECHNOLOGY LLC, and JANE YUN,

Plaintiffs,

v.

MIZUHO SECURITIES USA LLC, MIZUHO
CAPITAL MARKETS LLC, PRECISION
INITIATIVE TECHNOLOGY CORP., JOHN P.
SPINELLI, HELEN P. CAWLEY, DAVID POWER,
and MICHAEL CORINO,

Defendants.

Index No.: 652559/2019

THIRD AMENDED
COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs allege upon personal knowledge as to some, and information and belief as to the rest, the following:

NATURE OF THE ACTION

1. Plaintiff ISK Business Technology LLC (“ISK”) seeks actual damages, statutory damages, interest, attorneys fees and costs from Defendants for violations of the New York City Freelance Isn’t Free Act, codified at N.Y.C. Admin. Code §§ 20-927 et seq. and R.C.N.Y. §§ 7-501 et seq., and/or for common law breach of contract and/or unjust enrichment.

2. Alternatively, Plaintiff Jane Yun (“Yun”) seeks actual damages, statutory damages, interest, attorneys’ fees and costs, from Defendants for violations of the New York Labor Law, §§ 190 et seq and §§ 650 et seq.

PARTIES

3. Plaintiff ISK Business Technology LLC (“ISK”) is a domestic limited liability company with a principal place of business in Brooklyn, New York and ISK has been an organization composed of no more than one natural person, ISK’s principal, Jane Yun.

4. Plaintiff Jane Yun is an adult natural person, residing in Brooklyn, New York.

5. Defendant Mizuho Securities USA LLC (“Mizuho Securities”) is a foreign limited liability company with a principal place of business at 320 Park Avenue, 12th Floor, New York, New York.

6. Defendant Mizuho Securities operates as a financial institution in New York City.

7. Defendant Mizuho Capital Markets LLC (“Mizuho Capital”) is a foreign limited liability company with a principal place of business at 1440 Broadway, 25th Floor, New York, New York.

8. Defendant Mizuho Capital also operates as a financial institution in New York City.

9. Defendant Mizuho Securities and Defendant Mizuho Capital are hereinafter referred to collectively as Mizuho Entities.

10. Defendant Precision Initiative Technology Corp. (“P-Itech”) is a domestic business corporation with a principal place of business at 100 Merrick Road, Ste 514W, Rockville Centre, New York.

11. Defendant P-Itech operates as an unlicensed employment agency in New York City.
12. Defendant Helen P. Cawley (“Cawley”) is an adult natural person residing at 201 Lavaca Street, Apartment 321, Austin, Texas.
13. Defendant Cawley is a principal of Defendant P-Itech.
14. Defendant Cawley is a director of operations at Defendant P-Itech.
15. In 2017 and 2018, Defendant Cawley generated substantial income from Defendant P-Itech’s business activities in New York.
16. Defendant David Power (“Power”) is an adult natural person residing in Suffolk County, New York.
17. In 2017 and 2018, Defendant Power was an employee of Mizuho Entities.
18. Defendant Michael Corino (“Corino”) is an adult natural person residing in Suffolk, New York.
19. In 2017 and 2018, Defendant Corino was an employee of Mizuho Entities.

JURISDICTION AND VENUE

20. This Court has subject matter jurisdiction over this action under Art. VI, § 7a of the Constitution of the State of New York; N.Y.C. Admin. Code § 20-933(a)(1); and New York Labor Law §§ 190 et seq and §§ 650 et seq.

21. Venue is proper under CPLR § 503 because a substantial part of the acts and omissions giving rise to the claims against Defendants in this action arose in New York County.

FACTS

22. Defendants Mizuho Entities operate as financial institutions in New York City.

23. During the relevant periods, Defendants David Power and Michael Corino were employed by Defendants Mizuho Entities.

24. Defendant P-Itech operates as an unlicensed employment agency in New York City.

25. Defendant Helen P. Cawley is a principal and director of operations of Defendant P-Itech.

26. In 2017, Defendants Mizuho Entities desired to hire a Project Manager to work in its New York City offices.

27. In turn, Defendants Mizuho Entities authorized Defendant P-Itech to act as its agent to recruit a Project Manager for Defendant Mizuho Entities.

28. On July 13, 2017, Defendant P-Itech, acting as agent for Defendants Mizuho Entities, recruited Plaintiffs ISK/Yun for the Project Manager position with Defendants Mizuho Entities. See **Exhibit 1**.

29. Defendant P-Itech arranged an initial interview between Defendant Power and Plaintiffs ISK/Yun for the Project Manager position with Defendants Mizuho Entities.

See **Exhibit 1**.

30. After the initial interview, Defendant Power directed that Defendant P-Itech arrange a second, in-person interview with Plaintiffs ISK/Yun. See **Exhibit 1**.

31. In turn, Defendant P-Itech asked Plaintiffs ISK/Yun to come to Defendant Mizuho Entities' New York City offices for a second, in-person interview with Defendant Power. See **Exhibit 1**.

32. On July 18, 2017, Plaintiffs ISK/Yun attended the second, in-person interview with Defendant Power at Defendants Mizuho Entities New York City offices. See **Exhibit 1**.

33. Before Defendants Mizuho Entities would hire Plaintiffs ISK/Yun, Defendants Mizuho Entities required Plaintiffs ISK/Yun to undergo a criminal background check. See **Exhibit 1**.

34. In turn, Defendant P-Itech requisitioned a criminal background check for Plaintiffs ISK/Yun through a third-party vendor called Info Cubic.

35. In addition, before Defendants Mizuho Entities would hire Plaintiffs ISK/Yun, Defendants Mizuho Entities required Plaintiffs ISK/Yun to execute certain employment forms, annexed as **Exhibit 2**.

36. In turn, Defendant P-Itech sent the Mizuho Entities employment forms to Plaintiffs ISK/Yun. See **Exhibit 3**.

37. The employment forms, annexed as **Exhibit 2**, stipulated that Plaintiffs ISK/Yun were employed by Defendant Mizuho Capital.

38. For example, the employment forms annexed as **Exhibit 2** states,

- “[ISK/Yun] acknowledges that...during the course of his or her employment with [Mizuho Capital]”;
- “ WHEREAS, employed by [Mizuho Capital]....”;
- “I acknowledge that as a matter of the staff of [Mizuho Capital]....I understand that failure to comply with the Code...may result in disciplinary action, including dismissal”;
- “[Mizuho Capital] requires each of its employees, temporary staff and consultants to sign a consent...to the recording of any telephone calls”.

39. After Plaintiffs ISK/Yun executed the Mizuho Entities’ employment forms and returned them to Defendant P-Itech, Defendants Mizuho Entities assigned Plaintiffs ISK/Yun certain work credentials. See **Exhibit 4**.

40. For example, Defendants Mizuho Entities issued Plaintiffs ISK/Yun a building access card, an e-mail and voicemail, database access, a computer, and a desk. See **Exhibit 4**.

41. Defendants Mizuho Entities, through Defendant P-Itech, informed Plaintiffs ISK/Yun that their first day of work at Defendants Mizuho Entities’ New York City offices was Monday, August 7, 2017. See **Exhibit 4**.

42. Defendant P-Itech and Defendants Mizuho Entities' agreed among themselves that Defendants Mizuho Entities would be exclusively responsible for approving Plaintiffs ISK/Yun's timesheets. See **Exhibit 5**.

43. If Defendants Mizuho Entities did not approve Plaintiffs ISK/Yun's timesheets, Plaintiffs ISK/Yun would not be paid.

44. Once Defendants Mizuho Entities approved Plaintiffs ISK/Yun's timesheet, Plaintiffs ISK/Yun were to submit the approved timesheet to Defendant P-Itech, see **Exhibit 5**, in exchange for payment for services performed for Defendants Mizuho Entities at a rate of \$100 per hour. See **Exhibit 6**.

45. Defendant P-Itech and Defendants Mizuho Entities' agreed among themselves that Defendant P-Itech was to invoice Defendants Mizuho Entities \$1,000 for each day Plaintiffs ISK/Yun worked and that was approved by Defendants Mizuho Entities. See **Exhibit 7**.

46. The parties agreed that this arrangement would last for a period of six months. See **Exhibit 6**.

47. However, Defendant P-Itech apparently took issue with this arrangement after Defendants Mizuho Entities approved Plaintiffs ISK/Yun's timesheets for hours worked that exceeded 10 in a day. See **Exhibit 8**.

48. Thereafter, Defendant Cawley notified Plaintiffs ISK/Yun that Plaintiffs ISK/Yun would only be paid \$800/day for work performed, regardless of the number of hours actually worked and approved by Defendants Mizuho Entities.

49. Apparently to induce Plaintiffs ISK/Yun to agree to this change in rate, Defendant P-Itech and Defendants Mizuho Entities agreed among themselves that they would pay Plaintiffs ISK/Yun for two additional Saturdays in August 2017. See **Exhibit 9**.

50. However, Plaintiffs ISK/Yun did not actually work these two additional Saturdays in August 2017.

51. But, for Plaintiffs ISK/Yun to be paid, Defendant P-Itech required that Plaintiffs ISK/Yun submit timesheets reflecting the two additional Saturdays in August 2017. See **Exhibit 9**.

52. Around this time, Plaintiffs ISK/Yun became concerned that Defendant P-Itech was not going to pay at all. See **Exhibit 10**.

53. On September 19, 2017, Defendant Cawley suspended payment to Plaintiffs ISK/Yun for work performed for Defendants Mizuho Entities in August 2017 because Plaintiffs ISK/Yun requested payment at the agreed upon rate of \$100/hour. See **Exhibit 10**.

54. Defendant Cawley also refused to pay Plaintiffs ISK/Yun for work already performed for Defendants Mizuho Entities until Plaintiffs ISK/Yun agreed to execute modifications to the terms of the parties' arrangement. See **Exhibit 10**.

55. In order to induce Plaintiffs ISK/Yun to continue working for Defendants Mizuho Entities, Defendant Power and Plaintiffs ISK/Yun agreed that Defendant Mizuho Entities would pay Plaintiffs ISK/Yun directly if Defendant P-Itech did not. See **Exhibit 11**.

56. Relying on Defendant Power's word, Plaintiffs ISK/Yun continued to work for Defendant Mizuho Entities. See **Exhibit 11**.

57. On or about October 4, 2017, it was decided among Defendants Cawley, Power, and Corino that because Plaintiffs ISK/Yun continued to request payment at the agreed upon rate of \$100/hour, Plaintiffs ISK/Yun was to be removed from the work assignment at Defendants Mizuho Entities. See **Exhibit 12**.

58. The next day, October 5, 2017, Plaintiffs ISK/Yun came to work at Defendants Mizuho Entities New York City offices and was summarily terminated.

59. Thereafter, ISK filed complaints against Defendant P-Itech and Defendant Mizuho Entities with the NYC Department of Consumer Affairs ("DCA").

60. The DCA complaints requested that Defendant P-Itech and Defendants Mizuho Entities pay the agreed upon rate of \$100/hour for hours worked and approved by Defendants Mizuho Entities.

61. In retaliation for filing the DCA complaints, both Defendant P-Itech and Defendants Mizuho Entities threatened to sue Plaintiffs ISK/Yun.
62. Defendant Cawley caused a letter to be sent from Defendant P-Itech's lawyer's offices in New York City to Plaintiffs ISK/Yun, dated April 20, 2018, threatening the following:

By this letter, P-Itech is tendering indemnification for costs, damages, and expenses incurred by P-Itech and client Mizuho Securities USA LLC ("Mizuho") in responding to the DCA complaints.... **Please be advised that if ISK fails to withdraw its complaint with the DCA by April 27, 2018 or refuse P-Itech's tender demand**, P-Itech is prepared to pursue all remedies available under the Agreement and applicable law. Further, if P-Itech is forced to pursue these remedies, it will seek attorneys' fees and costs in doing so.

63. On or about May 11, 2018, Defendant Cawley, through Defendant P-Itech's lawyers, attempted to "withdraw" the letter dated April 20, 2018.
64. On May 18, 2018, Defendants Mizuho Entities, through the same lawyers representing Defendant P-Itech, made the following threat to Plaintiffs ISK/Yun in writing:
- If ISK choses to file a claim against Mizuho, Mizuho will seek reimbursement for costs, expenses, and attorneys' fees incurred in responding to the complaint.
65. Since then, both Defendant P-Itech and Defendants Mizuho Entities have retained new lawyers.

66. To-date, Defendant P-Itech and Defendants Mizuho Entities have not fully compensated Plaintiffs ISK/Yun for hours worked and approved by Defendant Mizuho Entities.

67. In total, Defendant Mizuho Entities approved 517 hours. See **Exhibit 13.**

68. And, Plaintiffs ISK/Yun submitted the foregoing approved timesheets reflecting 517 hours worked to Defendant P-Itech.

69. However, to date, Plaintiffs ISK/Yun has only been paid for 360 of those hours.

70. In addition, Plaintiffs ISK/Yun worked for Defendant Mizuho Entities on October 2, 2017 for 11 hours; on October 3, 2017 for 10 hours; and on October 4, 2017 for 9 hours, but have not been paid for those hours at the hourly rate of \$100/hour. See **Exhibit 14.**

71. Instead, Defendants Mizuho Entities would only agree to pay Plaintiffs ISK/Yun for October 2-4 at a daily rate of \$800/day. See **Exhibit 14.**

FIRST CAUSE OF ACTION

**Violation of the Freelance Isn't Free Act, N.Y.C. Admin. Code § 20-928
(Failure to Provide Written Contract)
Against MIZUHO SECURITIES USA LLC**

72. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

73. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural

person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

74. Defendant MIZUHO SECURITIES USA LLC is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

75. The value of the services Plaintiff was retained by Defendant MIZUHO SECURITIES USA LLC to provide exceeded \$800.00.

76. As a result, pursuant to N.Y.C. Admin. Code § 20-928, Plaintiff was entitled to have their contract between Defendant MIZUHO SECURITIES USA LLC and Plaintiff reduced to writing, that included, at a minimum, the name and mailing address of both the hiring party and the freelance worker; an itemization of all services to be provided by the freelance worker, the value of the services to be provided pursuant to the contract and the rate and method of compensation; and the date on which the hiring party must pay the contracted compensation or the mechanism by which such date will be determined.

77. Defendant MIZUHO SECURITIES USA LLC failed to reduce the contract between Defendant MIZUHO SECURITIES USA LLC and Plaintiff to writing that contained the foregoing minimum requirements contained in N.Y.C. Admin. Code § 20-928.

78. As a result, Defendant MIZUHO SECURITIES USA LLC violated N.Y.C. Admin. Code § 20-928, entitling Plaintiff to bring this action in any court of competent

jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney’s fees and costs.

2. Violation of section 20-928.

(a) A plaintiff who prevails on a claim alleging a violation of section 20-928 shall be awarded statutory damages of \$250.

(b) A plaintiff who prevails on a claim alleging a violation of section 20-928 and on one or more claims under other provisions of this chapter shall be awarded statutory damages equal to the value of the underlying contract for the violation of section 20-928 in addition to the remedies specified in this chapter for the other violations.

N.Y.C. Admin. Code § 20-933(b)(1) and (2)(a),(b).

SECOND CAUSE OF ACTION

**Violation of the Freelance Isn’t Free Act, N.Y.C. Admin. Code § 20-928
(Failure to Provide Written Contract)
Against MIZUHO CAPITAL MARKETS LLC**

79. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

80. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

81. Defendant MIZUHO CAPITAL MARKETS LLC is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

82. The value of the services Plaintiff was retained by Defendant MIZUHO CAPITAL MARKETS LLC to provide exceeded \$800.00.

83. As a result, pursuant to N.Y.C. Admin. Code § 20-928, Plaintiff was entitled to have their contract between Defendant MIZUHO CAPITAL MARKETS LLC and Plaintiff reduced to writing, that included, at a minimum, the name and mailing address of both the hiring party and the freelance worker; an itemization of all services to be provided by the freelance worker, the value of the services to be provided pursuant to the contract and the rate and method of compensation; and the date on which the hiring party must pay the contracted compensation or the mechanism by which such date will be determined.

84. Defendant MIZUHO CAPITAL MARKETS LLC failed to reduce the contract between Defendant MIZUHO CAPITAL MARKETS LLC and Plaintiff to writing that contained the foregoing minimum requirements contained in N.Y.C. Admin. Code § 20-928.

85. As a result, Defendant MIZUHO CAPITAL MARKETS LLC violated N.Y.C. Admin. Code § 20-928, entitling Plaintiff to bring this action in any court of competent

jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney’s fees and costs.

2. Violation of section 20-928.

(a) A plaintiff who prevails on a claim alleging a violation of section 20-928 shall be awarded statutory damages of \$250.

(b) A plaintiff who prevails on a claim alleging a violation of section 20-928 and on one or more claims under other provisions of this chapter shall be awarded statutory damages equal to the value of the underlying contract for the violation of section 20-928 in addition to the remedies specified in this chapter for the other violations.

N.Y.C. Admin. Code § 20-933(b)(1) and (2)(a),(b).

THIRD CAUSE OF ACTION

**Violation of the Freelance Isn’t Free Act, N.Y.C. Admin. Code § 20-929
(Failure to Provide Timely and Full Payment)
Against MIZUHO SECURITIES USA LLC**

86. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

87. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

88. Defendant MIZUHO SECURITIES USA LLC is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

89. Plaintiff provided the foregoing services to Defendant MIZUHO SECURITIES USA LLC.

90. In violation of N.Y.C. Admin. Code § 20-929, Defendant MIZUHO SECURITIES USA LLC failed to pay Plaintiff for the foregoing services on or before the date such compensation was due under the terms of the contract; or no later than 30 days after the completion of the freelance worker’s services under the contract.

91. Defendant MIZUHO SECURITIES USA LLC required, as a condition of timely payment, that the Plaintiff accept less compensation than the amount agreed upon, after the Plaintiff commenced performance of the services to Defendant MIZUHO SECURITIES USA LLC.

92. As a result, Defendant MIZUHO CAPITAL MARKETS LLC violated N.Y.C. Admin. Code § 20-929, entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney’s fees and costs.

* * *

3. Violation of section 20-929. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-929 is entitled to an award for double damages, injunctive relief and other such remedies as may be appropriate.

N.Y.C. Admin. Code § 20-933(b)(1), (3).

FOURTH CAUSE OF ACTION

**Violation of the Freelance Isn't Free Act, N.Y.C. Admin. Code § 20-929
(Failure to Provide Timely and Full Payment)
Against MIZUHO CAPITAL MARKETS LLC**

93. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

94. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

95. Defendant MIZUHO CAPITAL MARKETS LLC is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

96. Plaintiff provided the foregoing services to MIZUHO CAPITAL MARKETS LLC.

97. In violation of N.Y.C. Admin. Code § 20-929, MIZUHO CAPITAL MARKETS LLC failed to pay Plaintiff for the foregoing services on or before the date such

compensation was due under the terms of the contract; or no later than 30 days after the completion of the freelance worker's services under the contract.

98. Defendant MIZUHO CAPITAL MARKETS LLC required, as a condition of timely payment, that the Plaintiff accept less compensation than the amount agreed upon, after the Plaintiff commenced performance of the services to Defendant MIZUHO CAPITAL MARKETS LLC.

99. As a result, Defendant MIZUHO CAPITAL MARKETS LLC violated N.Y.C. Admin. Code § 20-929, entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney's fees and costs.

* * *

3. Violation of section 20-929. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-929 is entitled to an award for double damages, injunctive relief and other such remedies as may be appropriate.

N.Y.C. Admin. Code § 20-933(b)(1), (3).

FIFTH CAUSE OF ACTION
Violation of the Freelance Isn't Free Act, N.Y.C. Admin. Code § 20-929
(Failure to Provide Timely and Full Payment)
Against PRECISION INITIATIVE TECHNOLOGY CORP.

100. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

101. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

102. Defendant PRECISION INITIATIVE TECHNOLOGY CORP. is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

103. Plaintiff provided the foregoing services to PRECISION INITIATIVE TECHNOLOGY CORP.

104. In violation of N.Y.C. Admin. Code § 20-929, PRECISION INITIATIVE TECHNOLOGY CORP. failed to pay Plaintiff for the foregoing services on or before the date such compensation was due under the terms of the contract; or no later than 30 days after the completion of the freelance worker’s services under the contract.

105. Defendant PRECISION INITIATIVE TECHNOLOGY CORP. required, as a condition of timely payment, that the Plaintiff accept less compensation than the amount agreed upon, after the Plaintiff commenced performance of the services to Defendant PRECISION INITIATIVE TECHNOLOGY CORP.

106. As a result, Defendant PRECISION INITIATIVE TECHNOLOGY CORP. violated N.Y.C. Admin. Code § 20-929, entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney’s fees and costs.

* * *

3. Violation of section 20-929. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-929 is entitled to an award for double damages, injunctive relief and other such remedies as may be appropriate.

N.Y.C. Admin. Code § 20-933(b)(1), (3).

SIXTH CAUSE OF ACTION
Violation of the Freelance Isn’t Free Act, N.Y.C. Admin. Code § 20-930
(Retaliation)
Against MIZUHO SECURITIES USA LLC

107. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

108. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

109. Defendant MIZUHO SECURITIES USA LLC is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

110. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

111. Defendant MIZUHO SECURITIES USA LLC was aware or should have been aware of Plaintiff’s attempts to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

112. Defendant MIZUHO SECURITIES USA LLC took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

113. As a result, Defendant MIZUHO SECURITIES USA LLC violated N.Y.C. Admin. Code § 20-930, entitling Plaintiff to bring this action in any court of competent

jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney’s fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

SEVENTH CAUSE OF ACTION
Violation of the Freelance Isn’t Free Act, N.Y.C. Admin. Code § 20-930
(Retaliation)
Against MIZUHO CAPITAL MARKETS LLC

114. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

115. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

116. Defendant MIZUHO CAPITAL MARKETS LLC is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

117. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

118. Defendant MIZUHO CAPITAL MARKETS LLC was aware or should have been aware of Plaintiff’s attempts to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

119. Defendant MIZUHO CAPITAL MARKETS LLC took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

120. As a result, Defendant MIZUHO CAPITAL MARKETS LLC violated N.Y.C. Admin. Code § 20-930, entitling Plaintiff to bring this action in any court of competent

jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney’s fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

EIGHTH CAUSE OF ACTION
Violation of the Freelance Isn’t Free Act, N.Y.C. Admin. Code § 20-930
(Retaliation)
Against PRECISION INITIATIVE TECHNOLOGY CORP.

121. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

122. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

123. Defendant PRECISION INITIATIVE TECHNOLOGY CORP. is a “hiring party” as that term is defined by N.Y.C. Admin. Code § 20-927 because Defendant retained Plaintiff to provide a service.

124. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

125. Defendant PRECISION INITIATIVE TECHNOLOGY CORP. was aware or should have been aware of Plaintiff’s attempts to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

126. Defendant PRECISION INITIATIVE TECHNOLOGY CORP. took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

127. As a result, Defendant PRECISION INITIATIVE TECHNOLOGY CORP. violated N.Y.C. Admin. Code § 20-930, entitling Plaintiff to bring this action in any court of

competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney’s fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

NINTH CAUSE OF ACTION
Violation of the Freelance Isn’t Free Act, R.C.N.Y. § 7-504
(Retaliation)
Against MIZUHO SECURITIES USA LLC

128. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

129. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

130. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

131. Defendant MIZUHO SECURITIES USA LLC was aware or should have been aware of Plaintiff's attempts to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

132. Defendant MIZUHO SECURITIES USA LLC took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

133. As a result, Defendant MIZUHO SECURITIES USA LLC violated R.C.N.Y. § 7-504(c), entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney's fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

TENTH CAUSE OF ACTION
Violation of the Freelance Isn't Free Act, R.C.N.Y. § 7-504
(Retaliation)
Against MIZUHO CAPITAL MARKETS LLC

134. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

135. Plaintiff is a "freelance worker" as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

136. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

137. Defendant MIZUHO CAPITAL MARKETS LLC was aware or should have been aware of Plaintiff's attempts to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

138. Defendant MIZUHO CAPITAL MARKETS LLC took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

139. As a result, Defendant MIZUHO CAPITAL MARKETS LLC violated R.C.N.Y. § 7-504(c), entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney's fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim

alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

ELEVENTH CAUSE OF ACTION
Violation of the Freelance Isn't Free Act, R.C.N.Y. § 7-504
(Retaliation)
Against HELEN P. CAWLEY

140. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

141. Plaintiff is a "freelance worker" as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

142. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

143. Defendant HELEN P. CAWLEY was aware or should have been aware of Plaintiff's attempts to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

144. Defendant HELEN P. CAWLEY took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely

to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

145. As a result, Defendant HELEN P. CAWLEY violated R.C.N.Y. § 7-504(c), entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

1. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney's fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

TWELFTH CAUSE OF ACTION
Violation of the Freelance Isn't Free Act, R.C.N.Y. § 7-504
(Retaliation)
Against MICHAEL CORINO

146. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

147. Plaintiff is a “freelance worker” as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

148. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

149. Defendant MICHAEL CORINO was aware or should have been aware of Plaintiff’s attempts to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

150. Defendant MICHAEL CORINO took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn’t Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

151. As a result, Defendant MICHAEL CORINO violated R.C.N.Y. § 7-504(c), entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

2. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney's fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

THIRTEENTH CAUSE OF ACTION
Violation of the Freelance Isn't Free Act, R.C.N.Y. § 7-504
(Retaliation)
Against DAVID POWER

152. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

153. Plaintiff is a "freelance worker" as that term is defined by N.Y.C. Admin. Code § 20-927 because Plaintiff is an organization composed of no more than one natural person, that was hired or retained as an independent contractor by a hiring party to provide services in exchange for compensation.

154. Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., including the right to timely and full payment.

155. Defendant DAVID POWER was aware or should have been aware of Plaintiff's attempts to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

156. Defendant DAVID POWER took actions, directly or indirectly, to threaten, intimidate, discipline, harass, deny a work opportunity to or discriminate against Plaintiff, and/or took other actions that penalized Plaintiff for, or was reasonably likely to deter a freelancer worker from, exercising or attempting to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq., or from obtaining future work opportunities, because Plaintiff exercised or attempted to exercise rights guaranteed under the Freelance Isn't Free Act, N.Y.C. Admin. Code §§ 20-927 et seq.

157. As a result, Defendant DAVID POWER violated R.C.N.Y. § 7-504(c), entitling Plaintiff to bring this action in any court of competent jurisdiction, pursuant to N.Y.C. Admin. Code § 20-933(a)(1), for damages as described in subdivision b of that section, which provides:

b. Damages.

3. A plaintiff who prevails on a claim alleging a violation of this chapter shall be awarded damages as described in this subdivision and an award of reasonable attorney's fees and costs.

* * *

4. Violation of section 20-930. In addition to any other damages awarded pursuant to this chapter, a plaintiff who prevails on a claim alleging a violation of section 20-930 is entitled to statutory damages equal to the value of the underlying contract for each violation arising under such section.

N.Y.C. Admin. Code § 20-933(b)(1), (4).

FOURTEENTH CAUSE OF ACTION
Unjust Enrichment
Against MIZUHO SECURITIES USA LLC

158. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

159. Plaintiff conferred a benefit upon Defendant MIZUHO SECURITIES USA LLC, and Defendant obtained and retained such benefit without adequately compensating Plaintiff therefor.

FIFTEENTH CAUSE OF ACTION
Unjust Enrichment
Against MIZUHO CAPITAL MARKETS LLC

160. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

161. Plaintiff conferred a benefit upon Defendant MIZUHO CAPITAL MARKETS LLC and Defendant obtained and retained such benefit without adequately compensating Plaintiff therefor.

SIXTEENTH CAUSE OF ACTION
Breach of Contract
Against PRECISION INITIATIVE TECHNOLOGY CORP.

162. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

163. A contract was formed between Plaintiff and Defendant PRECISION INITIATIVE TECHNOLOGY CORP., Plaintiff performed pursuant to the contract, and Defendant failed to perform pursuant to the contract, resulting in monetary damages.

SEVENTEENTH CAUSE OF ACTION
New York Labor Law
Failure to Pay Wages
Against MIZUHO SECURITIES USA LLC

164. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

165. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

166. At all times relevant herein, Defendant willfully failed to pay Plaintiff the applicable wage for each hour worked, in violation of the NYLL and its implementing regulations and wage orders, NYLL §§ 650 *et seq.*, 12 NYCRR § 142-2.2, and NYLL § 190 *et seq.*

EIGHTEENTH CAUSE OF ACTION

New York Labor Law

Failure to Pay Wages

Against MIZUHO CAPITAL MARKETS LLC

167. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

168. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

169. At all times relevant herein, Defendant willfully failed to pay Plaintiff the applicable wage for each hour worked, in violation of the NYLL and its implementing regulations and wage orders, NYLL §§ 650 *et seq.*, 12 NYCRR § 142-2.2, and NYLL § 190 *et seq.*

NINETEENTH CAUSE OF ACTION

New York Labor Law

Failure to Pay Wages

Against PRECISION INITIATIVE TECHNOLOGY CORP.

170. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

171. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

172. At all times relevant herein, Defendant willfully failed to pay Plaintiff the applicable wage for each hour worked, in violation of the NYLL and its implementing

regulations and wage orders, NYLL §§ 650 *et seq.*, 12 NYCRR § 142-2.2, and NYLL § 190 *et seq.*

TWENTIETH CAUSE OF ACTION

**New York Labor Law
Failure to Pay Wages
Against DAVID POWER**

173. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

174. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

175. At all times relevant herein, Defendant willfully failed to pay Plaintiff the applicable wage for each hour worked, in violation of the NYLL and its implementing regulations and wage orders, NYLL §§ 650 *et seq.*, 12 NYCRR § 142-2.2, and NYLL § 190 *et seq.*

TWENTY-FIRST CAUSE OF ACTION

**New York Labor Law
Failure to Pay Wages
Against MICHAEL CORINO**

176. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

177. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

178. At all times relevant herein, Defendant willfully failed to pay Plaintiff the applicable wage for each hour worked, in violation of the NYLL and its implementing regulations and wage orders, NYLL §§ 650 *et seq.*, 12 NYCRR § 142-2.2, and NYLL § 190 *et seq.*

TWENTY-SECOND CAUSE OF ACTION

**New York Labor Law
Failure to Pay Wages
Against HELEN P. CAWLEY**

179. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

180. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

181. At all times relevant herein, Defendant willfully failed to pay Plaintiff the applicable wage for each hour worked, in violation of the NYLL and its implementing regulations and wage orders, NYLL §§ 650 *et seq.*, 12 NYCRR § 142-2.2, and NYLL § 190 *et seq.*

TWENTY-THIRD CAUSE OF ACTION

**New York Labor Law
Retaliation
Against MIZUHO SECURITIES USA LLC**

182. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

183. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

184. NYLL § 215 provides: (a) No employer or his or her agent, or the officer or agent of any corporation, partnership, or limited liability company, or any other person, shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general or any other person, that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter, or any order issued by the commissioner (ii) because such employer or person believes that such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general, or to any other person that the employer has violated any provision of this chapter, or any order issued by the commissioner (iii) because such employee has caused to be instituted or is about to institute a proceeding under or related to this chapter, or (iv) because such employee has provided information to the commissioner or his or her authorized representative or the attorney general, or (v) because such employee has testified or is about to testify in an investigation or proceeding under this chapter, or (vi) because such employee has otherwise exercised rights protected under this chapter,

or (vii) because the employer has received an adverse determination from the commissioner involving the employee.

185. By the foregoing, Plaintiff engaged in activity protected by the NYLL and Defendant knew or should have known of the protected activity.

186. By the foregoing, Defendant willfully took adverse action prohibited by the NYLL because Plaintiff engaged in the foregoing protected activity.

187. As a result, Plaintiff has suffered emotional distress and other compensatory and economic harm to be determined at trial.

TWENTY-FOURTH CAUSE OF ACTION
New York Labor Law
Retaliation
Against MIZUHO CAPITAL MARKETS LLC

188. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

189. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

190. NYLL § 215 provides: (a) No employer or his or her agent, or the officer or agent of any corporation, partnership, or limited liability company, or any other person, shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general or any other person, that the employer has engaged in conduct that the

employee, reasonably and in good faith, believes violates any provision of this chapter, or any order issued by the commissioner (ii) because such employer or person believes that such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general, or to any other person that the employer has violated any provision of this chapter, or any order issued by the commissioner (iii) because such employee has caused to be instituted or is about to institute a proceeding under or related to this chapter, or (iv) because such employee has provided information to the commissioner or his or her authorized representative or the attorney general, or (v) because such employee has testified or is about to testify in an investigation or proceeding under this chapter, or (vi) because such employee has otherwise exercised rights protected under this chapter, or (vii) because the employer has received an adverse determination from the commissioner involving the employee.

191. By the foregoing, Plaintiff engaged in activity protected by the NYLL and Defendant knew or should have known of the protected activity.

192. By the foregoing, Defendant willfully took adverse action prohibited by the NYLL because Plaintiff engaged in the foregoing protected activity.

193. As a result, Plaintiff has suffered emotional distress and other compensatory and economic harm to be determined at trial.

TWENTY-FOURTH CAUSE OF ACTION
New York Labor Law

**Retaliation
Against PRECISION INITIATIVE TECHNOLOGY CORP.**

194. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

195. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

196. NYLL § 215 provides: (a) No employer or his or her agent, or the officer or agent of any corporation, partnership, or limited liability company, or any other person, shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general or any other person, that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter, or any order issued by the commissioner (ii) because such employer or person believes that such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general, or to any other person that the employer has violated any provision of this chapter, or any order issued by the commissioner (iii) because such employee has caused to be instituted or is about to institute a proceeding under or related to this chapter, or (iv) because such employee has provided information to the commissioner or his or her authorized representative or the attorney general, or (v) because such employee has

testified or is about to testify in an investigation or proceeding under this chapter, or (vi) because such employee has otherwise exercised rights protected under this chapter, or (vii) because the employer has received an adverse determination from the commissioner involving the employee.

197. By the foregoing, Plaintiff engaged in activity protected by the NYLL and Defendant knew or should have known of the protected activity.

198. By the foregoing, Defendant willfully took adverse action prohibited by the NYLL because Plaintiff engaged in the foregoing protected activity.

199. As a result, Plaintiff has suffered emotional distress and other compensatory and economic harm to be determined at trial.

TWENTY-FIFTH CAUSE OF ACTION

**New York Labor Law
Retaliation
Against DAVID POWER**

200. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

201. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

202. NYLL § 215 provides: (a) No employer or his or her agent, or the officer or agent of any corporation, partnership, or limited liability company, or any other person, shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer,

or to the commissioner or his or her authorized representative, or to the attorney general or any other person, that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter, or any order issued by the commissioner (ii) because such employer or person believes that such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general, or to any other person that the employer has violated any provision of this chapter, or any order issued by the commissioner (iii) because such employee has caused to be instituted or is about to institute a proceeding under or related to this chapter, or (iv) because such employee has provided information to the commissioner or his or her authorized representative or the attorney general, or (v) because such employee has testified or is about to testify in an investigation or proceeding under this chapter, or (vi) because such employee has otherwise exercised rights protected under this chapter, or (vii) because the employer has received an adverse determination from the commissioner involving the employee.

203. By the foregoing, Plaintiff engaged in activity protected by the NYLL and Defendant knew or should have known of the protected activity.

204. By the foregoing, Defendant willfully took adverse action prohibited by the NYLL because Plaintiff engaged in the foregoing protected activity.

205. As a result, Plaintiff has suffered emotional distress and other compensatory and economic harm to be determined at trial.

TWENTY-SIXTH CAUSE OF ACTION

**New York Labor Law
Retaliation
Against MICHAEL CORINO**

206. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

207. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

208. NYLL § 215 provides: (a) No employer or his or her agent, or the officer or agent of any corporation, partnership, or limited liability company, or any other person, shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general or any other person, that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter, or any order issued by the commissioner (ii) because such employer or person believes that such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general, or to any other person that the employer has violated any provision of this chapter, or any order issued by the commissioner (iii) because such employee has caused to be

instituted or is about to institute a proceeding under or related to this chapter, or (iv) because such employee has provided information to the commissioner or his or her authorized representative or the attorney general, or (v) because such employee has testified or is about to testify in an investigation or proceeding under this chapter, or (vi) because such employee has otherwise exercised rights protected under this chapter, or (vii) because the employer has received an adverse determination from the commissioner involving the employee.

209. By the foregoing, Plaintiff engaged in activity protected by the NYLL and Defendant knew or should have known of the protected activity.

210. By the foregoing, Defendant willfully took adverse action prohibited by the NYLL because Plaintiff engaged in the foregoing protected activity.

211. As a result, Plaintiff has suffered emotional distress and other compensatory and economic harm to be determined at trial.

TWENTY-SEVENTH CAUSE OF ACTION

New York Labor Law

Retaliation

Against HELEN P. CAWLEY

212. Plaintiff repeats and reasserts the foregoing allegations as though fully set forth herein.

213. At all times relevant to this action, Plaintiff was employed by Defendant within the meaning of the NYLL §§ 2 and 651.

214. NYLL § 215 provides: (a) No employer or his or her agent, or the officer or agent of any corporation, partnership, or limited liability company, or any other person, shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general or any other person, that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter, or any order issued by the commissioner (ii) because such employer or person believes that such employee has made a complaint to his or her employer, or to the commissioner or his or her authorized representative, or to the attorney general, or to any other person that the employer has violated any provision of this chapter, or any order issued by the commissioner (iii) because such employee has caused to be instituted or is about to institute a proceeding under or related to this chapter, or (iv) because such employee has provided information to the commissioner or his or her authorized representative or the attorney general, or (v) because such employee has testified or is about to testify in an investigation or proceeding under this chapter, or (vi) because such employee has otherwise exercised rights protected under this chapter, or (vii) because the employer has received an adverse determination from the commissioner involving the employee.

215. By the foregoing, Plaintiff engaged in activity protected by the NYLL and Defendant knew or should have known of the protected activity.

216. By the foregoing, Defendant willfully took adverse action prohibited by the NYLL because Plaintiff engaged in the foregoing protected activity.

217. As a result, Plaintiff has suffered emotional distress and other compensatory and economic harm to be determined at trial.

TWENTY-EIGHTH CAUSE OF ACTION
New York Labor Law
Failure to Provide Wage Statements
Against MIZUHO SECURITIES USA LLC

218. Plaintiff alleges, and incorporates by reference the above allegations as if set forth fully and at length herein.

219. Defendant willfully failed to supply Plaintiff with an accurate statement of wages as required by NYLL § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

TWENTY-NINTH CAUSE OF ACTION
New York Labor Law
Failure to Provide Wage Statements
Against MIZUHO CAPITAL MARKETS LLC

220. Plaintiff alleges, and incorporates by reference the above allegations as if set forth fully and at length herein.

221. Defendant willfully failed to supply Plaintiff with an accurate statement of wages as required by NYLL § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

THIRTIETH CAUSE OF ACTION

New York Labor Law

Failure to Provide Wage Statements

Against PRECISION INITIATIVE TECHNOLOGY CORP.

222. Plaintiff alleges, and incorporates by reference the above allegations as if set forth fully and at length herein.

223. Defendant willfully failed to supply Plaintiff with an accurate statement of wages as required by NYLL § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

THIRTY-FIRST CAUSE OF ACTION
New York Labor Law
Failure to Provide Wage Notice
Against MIZUHO SECURITIES USA LLC

224. Plaintiff alleges, and incorporates by reference the above allegations as if set forth fully and at length herein.

225. Defendant willfully failed to supply Plaintiff notice as required by NYLL § 195, in English or in the language identified by Plaintiff as their primary language, containing Plaintiff's rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the regular pay day designated by the employer in accordance with NYLL § 191; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

THIRTY-SECOND CAUSE OF ACTION
New York Labor Law
Failure to Provide Wage Notice
Against MIZUHO CAPITAL MARKETS LLC

226. Plaintiff alleges, and incorporates by reference the above allegations as if set forth fully and at length herein.

227. Defendant willfully failed to supply Plaintiff notice as required by NYLL § 195, in English or in the language identified by Plaintiff as their primary language, containing Plaintiff's rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the regular pay day designated by the employer in accordance with NYLL § 191; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

THIRTY-THIRD CAUSE OF ACTION
New York Labor Law
Failure to Provide Wage Notice
Against PRECISION INITIATIVE TECHNOLOGY CORP.

228. Plaintiff alleges, and incorporates by reference the above allegations as if set forth fully and at length herein.

229. Defendant willfully failed to supply Plaintiff notice as required by NYLL § 195, in English or in the language identified by Plaintiff as their primary language, containing Plaintiff's rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the regular pay day designated by the employer in accordance with NYLL § 191; the name of the employer; any "doing business as" names

used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for relief against Defendants as follows:

- a. An order determining the reasonable value of the contract for services between plaintiff and defendants performed or anticipated to be performed pursuant to the R.C.N.Y. § 7-503;
- b. an award of statutory damages in the amount of \$250.00 pursuant to N.Y.C. Admin. Code § 20-933(b)(2)(a) against MIZUHO SECURITIES USA LLC;
- c. an award of statutory damages in the amount of \$250.00 pursuant to N.Y.C. Admin. Code § 20-933(b)(2)(a) against MIZUHO CAPITAL MARKETS LLC;
- d. an award of statutory damages equal to the reasonable value of the contract for services performed and/or anticipated to be performed pursuant to N.Y.C. Admin. Code § 20-933(b)(2)(b) against MIZUHO SECURITIES USA LLC;
- e. an award of statutory damages equal to the reasonable value of the contract for services performed and/or anticipated to be performed pursuant to N.Y.C. Admin. Code § 20-933(b)(2)(b) against MIZUHO CAPITAL MARKETS LLC;
- f. an award of “double damages” and injunctive relief pursuant to N.Y.C. Admin. Code § 20-933(b)(3) against MIZUHO SECURITIES USA LLC;
- g. an award of “double damages” and injunctive relief pursuant to N.Y.C. Admin. Code § 20-933(b)(3) against MIZUHO CAPITAL MARKETS LLC;

- h. an award of “double damages” and injunctive relief pursuant to N.Y.C. Admin. Code § 20-933(b)(3) against PRECISION INITIATIVE TECHNOLOGY CORP.;
- i. an award of statutory damages equal to the value of the underlying contract for each violation arising under such section pursuant to N.Y.C. Admin. Code § 20-933(b)(4) against MIZUHO SECURITIES USA LLC;
- j. an award of statutory damages equal to the value of the underlying contract for each violation arising under such section pursuant to N.Y.C. Admin. Code § 20-933(b)(4) against MIZUHO CAPITAL MARKETS LLC;
- k. an award of statutory damages equal to the value of the underlying contract for each violation arising under such section pursuant to N.Y.C. Admin. Code § 20-933(b)(4) against PRECISION INITIATIVE TECHNOLOGY CORP.;
- l. an award of statutory damages equal to the value of the underlying contract for each violation arising under such section pursuant to N.Y.C. Admin. Code § 20-933(b)(4) against HELEN P. CAWLEY;
- m. an award of statutory damages equal to the value of the underlying contract for each violation arising under such section pursuant to N.Y.C. Admin. Code § 20-933(b)(4) against MICHAEL CORINO;
- n. an award of statutory damages equal to the value of the underlying contract for each violation arising under such section pursuant to N.Y.C. Admin. Code § 20-933(b)(4) against DAVID POWER;
- o. an award of reasonable attorneys’ fees and costs pursuant to N.Y.C. Admin. Code § 20-933(b)(1);
- p. an award of damages related to Plaintiff’s unjust enrichment cause of action against MIZUHO SECURITIES USA LLC;
- q. an award of damages related to Plaintiff’s unjust enrichment cause of action against MIZUHO CAPITAL MARKETS LLC;
- r. an award of damages related to Plaintiff’s breach of contract cause of against PRECISION INITIATIVE TECHNOLOGY CORP.;

- s. an award of actual, liquidated, statutory, and emotional distress damages, as well as interest and reasonable attorneys' fees for violations of NYLL against MIZUHO SECURITIES USA LLC;
- t. an award of actual, liquidated, statutory, and emotional distress damages, as well as interest and reasonable attorneys' fees for violations of NYLL against MIZUHO CAPITAL MARKETS LLC;
- u. an award of actual, liquidated, statutory, and emotional distress damages, as well as interest and reasonable attorneys' fees for violations of NYLL against PRECISION INITIATIVE TECHNOLOGY CORP;
- v. an award of actual, liquidated, statutory, and emotional distress damages, as well as interest and reasonable attorneys' fees for violations of NYLL against DAVID POWER;
- w. an award of actual, liquidated, statutory, and emotional distress damages, as well as interest and reasonable attorneys' fees for violations of NYLL against MICHAEL CORINO;
- x. an award of actual, liquidated, statutory, and emotional distress damages, as well as interest and reasonable attorneys' fees for violations of NYLL against HELEN P. CAWLEY; and
- y. any other relief as the Court deems just and proper.

Dated: Brooklyn, NY
November 25, 2019

Respectfully submitted,

By: /s/Zachary J. Liszka
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