

PEOPLE OF THE STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
LABOR BUREAU

IN THE MATTER OF THE INVESTIGATION
OF LETITIA JAMES, ATTORNEY GENERAL
OF THE STATE OF NEW YORK

OF

KTN CLEANER INC. d/b/a ENTERPRISE
CLEANER, JM PRO CLEANER, INC. d/b/a
ENTERPRISE CLEANER, FAT-LUN KONG,
CHENG TEH TANG

ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
EXECUTIVE LAW
§ 63(15)

AOD No. 22-063

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law § 63(12) to determine whether KTN Cleaner Inc. d/b/a Enterprise Cleaner, JM Pro Cleaner, Inc. d/b/a Enterprise Cleaner, Fat-Lun Kong, and Cheng Teh Tang (collectively referred to herein as the “Respondents”) failed to pay their employees certain required wages in violation of Article 6 (regarding payment of wages) and Article 19 (Minimum Wage Act) of the New York Labor Law (“NYLL”), the New York Codes, Rules, and Regulations (“N.Y.C.R.R.”), and, specifically, Title 12, Chapter II, Subchapter B, Part 142 of the N.Y.C.R.R. (“Miscellaneous Wage Order”); whether the Respondents failed to pay spread of hours to their employees who worked in excess of 10 hours in a given workday in violation of the Miscellaneous Wage Order; whether the Respondents failed to pay overtime to employees who worked in excess of 40 hours in a week in violation of the Miscellaneous Wage Order; whether the Respondents failed to provide notices of pay rate to employees in violation of NYLL § 195; whether the Respondents failed to provide paid sick leave to employees in violation of N.Y.C. Admin. Code § 20-911 *et seq.* (the “Earned Safe and Sick Time Act”); and whether a

civil proceeding or action for any such violation should be instituted against Respondents pursuant to New York Executive Law § 63(12).

This Assurance of Discontinuance (“AOD”) contains the findings in connection with this investigation of the Respondents and the relief agreed to by the OAG and the Respondents (collectively, the “Parties”).

FINDINGS

Introduction and Background

1. JM Pro Cleaner, Inc. d/b/a Enterprise Cleaner (“Enterprise”) is a commercial dry cleaning company currently located at 19-64 42nd Street, Astoria, New York 11105.

2. Enterprise is owned in equal shares by Fat Lun Kong, a/k/a Michael Kong (“Kong”), and Cheng Teh Tang, a/k/a Jeffrey Tang (“Tang”).

3. Prior to operating their dry cleaning business as JM Pro Cleaner, Inc., Kong and Tang operated their dry cleaning business as KTN Cleaner, Inc. d/b/a Enterprise Cleaner until around January 2020.¹

4. Kong is Enterprise’s President and since at least January 2014 was involved in the hiring, firing, and supervision of employees, as well as setting the employees’ rate of pay.

5. Tang is Enterprise’s Vice President and since at least January 2014 was involved in the hiring, firing, and supervision of employees, as well as setting the employees’ rate of pay.

6. Over the course of its investigation, the OAG interviewed numerous former employees of the Respondents; issued a subpoena to the Respondents; reviewed documents produced by the Respondents; and obtained sworn testimony from Kong and Tang.

¹ JM Pro Cleaner, Inc. and KTN Cleaner, Inc. are herein referred to as “Enterprise.”

Practices Related to Payment of Wages

Minimum Wage

7. Former employees of Enterprise described not being paid the minimum wage after the minimum wage increased to \$15.00 an hour on December 31, 2018.

8. Documents produced by the Respondents, which include payroll documents, confirm that Respondents failed to pay employees the minimum wage for approximately a year after the minimum wage increased to \$15.00 per hour.

9. Respondents' payroll documents also show that Respondents delayed increasing their employees' wages for a few days after the minimum wage increased on December 31, 2016, and December 31, 2017.

10. Respondents failed to increase their employees' wages to the minimum wage despite knowing the minimum wage was set to increase.

Overtime

11. Former Enterprise employees also described not being paid the proper wages for overtime hours worked.

12. Respondents' payroll documents show that they failed to pay the proper wages to employees for overtime hours. Respondents either did not pay overtime hours at a higher rate or paid overtime hours at an incorrect overtime rate.

Spread of Hours

13. Respondent's payroll documents also show that they failed to pay employees an additional hour of pay when the spread of hours between the beginning and end of an employee's workday exceeded ten hours.

Frequency of Pay Violations and Unpaid Wages

14. In 2019, the Respondents did not pay certain employees their full wages, but only a portion of the wages due. Some of those employees received the remaining wages owed weeks later, and others never received them.

Notice Violations

15. From January 1, 2014 to March 2020, the Respondents failed to provide employees, at the time of hiring, a written notice that contained the rate of pay, the regular pay day, 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 the telephone number of the employer in English or in the language identified by the employee as his or her primary language.

Failure to Preserve Payroll Records

16. Enterprise failed to preserve timecards reflecting the starting and ending times of an employee’s workday from January 1, 2014 to March 2020.

Practices Related to Sick Leave Entitlements

17. Enterprise employed about twenty employees at any given time between April 1, 2014, and March 2020.

18. During that period, Enterprise did not have a paid sick leave policy, did not provide up to 40 hours of paid sick leave to its employees, and interfered with its employees’ right to sick leave by requiring that an employee find a replacement before taking such leave.

19. Kong and Tang are individually liable for the aforementioned violations given their respective roles in the hiring, firing, and supervision of employees and their respective roles in setting employees’ rates of pay.

20. The Respondents admit the OAG’s Findings, paragraphs 1 through 19 above.

21. Based on the foregoing, the OAG has concluded that Enterprise engaged in persistent and repeated illegality in violation of NYLL §§ 191(1)(a), 195(1)(a), 195(4), 652(1); 12 N.Y.C.R.R. §§ 142-2.1, 142-2.2, 142-2.4, 142-2.6; and the Earned Safe and Sick Time Act.

22. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, the OAG is willing to accept this AOD pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) based on the conduct described above from January 1, 2014 to March 2020.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

Entities Bound By the AOD

23. This AOD binds Kong and Tang, individually, and Enterprise, as well as Enterprise's principals, directors, beneficial owners, officers, shareholders, successors, and assigns.

Compliance with Wage and Hour Law and Other Laws Governing Employment Practices

24. Respondents hereby acknowledge that they understand and will comply with all applicable federal, state, and local laws, including but not limited to the FLSA, the NYLL, the NYSHRL, the NYCHRL, the NYCRR, and the Earned Safe and Sick Time Act. Respondents agree and acknowledge that any violation of such laws during the Effective Period is a violation of this AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 22, in addition to any other appropriate investigation, action, or proceeding.

Programmatic Relief

25. The Respondents will begin to implement the relief described in Paragraphs 26 to 29 below immediately upon the full execution of this AOD and continue to implement the relief for three (3) years from the date Enterprise's first compliance report is submitted to the OAG pursuant to Paragraph 38 ("the Effective Period").

26. To remedy the violations, Kong and Tang agree to undergo training relating to an employer's obligations under the NYLL, including the obligation to pay the minimum wage pursuant to NYLL § 652(1) and 12 N.Y.C.R.R. § 142-2.1; the obligation to pay overtime pursuant to 12 N.Y.C.R.R. § 142-2.2; the obligation to pay spread of hours to employees working shifts spanning longer than 10 hours and for working multiple, split shifts in a 24-hour period pursuant to 12 N.Y.C.R.R. § 142-2.4; the obligation to maintain and preserve payroll records pursuant to NYLL § 195(4); the obligation to provide paid sick leave to employees pursuant to NYLL § 196-B and the Earned Safe and Sick Time Act; the obligation not to discriminate on the basis of age, race, creed, color, national origin, sexual orientation, sex, predisposing genetic characteristics, disability, familial status, marital status, status as a victim of domestic violence, pregnancy, or immigration or citizenship status of an employee under the NYSHRL and NYCHRL; the employer's obligation to provide reasonable accommodation to pregnant employees or employees with disabilities under the NYSHRL and NYCHRL; the employer's obligations under the NYSHRL and NYCHRL regarding sexual harassment, and, in particular, the type of conduct that constitutes sexual harassment, the employer's obligation to have an anti-sexual harassment policy and to provide training relating to sexual harassment to employees; and the employer's obligation not to retaliate against employees for protected activity under the NYLL, the NYSHRL, and NYCHRL.

27. Within 30 days of the Effective Date, the Respondents will submit to the OAG written policies, and a plan for revising their practices and policies relating to:

- a. Respondents' obligation to pay, at least, the minimum wage to their employees, their obligation to pay overtime wages when employees work forty or more hours in a week, and their obligation to pay an additional hour of pay when the spread of hour exceeds ten hours, or an employee works multiple, split shifts in a 24-hour period;
- b. Respondents' obligation to provide employees, upon hiring, with a Notice of Pay Rate in the employee's primary language;
- c. Respondent's' obligation to provide employees, on their payday, a pay statement that includes the information required under NYLL § 195(3) and the amount of paid sick leave available and paid sick leave used;
- d. Respondents' obligation to maintain accurate and contemporaneous payroll records, including timecards and documents reflecting wages actually paid to employees, and records of employees' full names and contact information;
- e. Respondents' obligation to provide paid sick leave, including having a policy that includes the accrual of sick leave, procedures for providing notice of the need to take sick leave, the carryover of unused sick leave, the right to be free from retaliation for using sick leave, and information where to report violations of the sick leave law, including the OAG, the NYS Department of Labor, or the NYC Department of Consumer and Worker Protection;
- f. Providing the paid sick leave policy to employees in English, Spanish, Mandarin, and Cantonese;

- g. Maintaining records relating to the sick leave accrued and used by employees;
- h. Having an anti-sexual harassment policy and providing the policy in the employee's primary language;
- i. Providing training to employees relating to sexual harassment;
- j. Providing employees notices or fact sheets relating to sexual harassment in English, Spanish, Mandarin, and Cantonese;
- k. Providing reasonable accommodations to employees who are pregnant or have disabilities; and
- l. Posting at Enterprise's locations in a place that is open and obvious information relating to employees' rights to paid sick leave; information relating to sexual harassment, including where to report it; information about the types of discrimination that are prohibited in the workplace; and information about the rights of pregnant employees to receive reasonable accommodations in English, Spanish, Mandarin, and Cantonese.

These proposed policies must be approved by the OAG prior to implementation and training.

28. Enterprise will disseminate the written policies set forth in paragraph 27 within 30 days of OAG approval. Dissemination shall include (1) distributing paper copies of the policies to employees, and (2) incorporating the policies into Enterprise's handbook, if any. Each policy will be provided to employees in the languages specified in Paragraph 27. Thereafter, Enterprise will provide employees paper copies of its policies at the time of hiring in the languages specified in Paragraph 27, or in the languages required by law.

29. Within 30 days of the OAG's approval of Enterprise's policies, Enterprise will conduct a training in person for its employees covering Enterprise's paid sick leave policy,

Enterprise's anti-sexual harassment policy, sexual harassment training, and procedures for requesting a reasonable accommodation. Thereafter, sexual harassment training will be provided to new employees within 30 days of hiring. Training will continue on an annual basis and must be provided to all employees no less than one (1) time per year throughout the Effective Period.

Monetary Payment

Payments to OAG

30. Respondents agree to pay **\$90,000** dollars (the "Settlement Funds") in resolution of the OAG's investigation, which will be paid directly to the OAG and will be used for distribution by the OAG to former employees for the violations specified in Paragraph 21 of this AOD.

31. Respondents will pay the Settlement Funds as follows:

- a. \$25,000 by the Effective Date of this AOD;
- b. \$3,000 by the first of every month, from November 1, 2022 to July 1, 2024; and
- c. \$2,000 by August 1, 2024.

32. Payments from Respondents to the OAG must be in the form of a wire transfer, certified check, bank check, money order, or attorney's check made payable to "The New York State Department of Law," and forwarded to the New York State Attorney General's Office to the attention of:

Anielka Sanchez Godinez
Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, NY 10005.

The payments and all correspondence related to this AOD must reference "Assurance #22-063."

33. The OAG has the sole discretion to determine which of the Respondents' current or former employees shall be eligible for restitution and damages and to determine the amount of such restitution and damages. Respondents agree to provide reasonable cooperation necessary to locate current and former employees who may be eligible for restitution.

34. To secure the payment described in Paragraph 30, Kong and Tang will execute and deliver, at the time of execution and delivery of this AOD, the accompanying Affidavit for Judgment by Confession ("Confession of Judgment," attached hereto as Exhibit A), confessing judgment individually and on behalf of Enterprise the Settlement Funds amount of \$90,000, less any amounts previously paid to the OAG by Respondents, plus collection fees of twenty two percent (22%) of any outstanding Settlement Fund amount.

35. In the event that Respondents default or fail to timely and properly make payment as set forth in Paragraph 31, the OAG shall provide Respondents fifteen (15) days' written notice by first class mail to cure such default or failure, and upon their failure to cure such default or failure, the OAG may file and enter the applicable Confessions of Judgment at any time, and without further notice, against Enterprise, Kong, and Tang less any amounts paid by them pursuant to this AOD prior to the default. For purposes of this Paragraph 35, Enterprise, Kong, and Tang's receipt of notice shall be presumed to be five (5) calendar days from the mailing.

36. The requirements of this AOD will expire three (3) years after the date Enterprise's first compliance report is submitted to the OAG pursuant to Paragraph 38, except that the OAG may, in its sole discretion, extend the AOD term upon a good faith determination that Respondents have not complied with this AOD. The OAG shall give Respondents at least 30 days' prior written notice by first class mail of its intent to extend the AOD (which notice shall contain the details of the basis therefor). Respondents shall have the right to cure any alleged default or violation that

the OAG believes is sufficient to give rise to such extension. For purposes of this Paragraph 36, Respondents' receipt of notice shall be presumed to be five (5) calendar days from the mailing.

Non-Dischargeable Judgement

37. In the event of bankruptcy, Enterprise, Kong, and Tang expressly agree not to seek to discharge or extinguish the amounts owed as part of the Settlement Funds.

Monitoring and Oversight

38. Periodic Compliance Reports: Enterprise shall provide to the OAG a report detailing its compliance with the requirements set forth in this AOD, Paragraphs 26 to 29 (Programmatic Relief), to be submitted to the OAG within 60 days of OAG approval per Paragraph 27. This report shall be in writing and shall set forth in detail the manner and form of compliance with Paragraphs 26 to 29 and shall be signed by Enterprise.

39. Thereafter, a report of compliance shall be submitted to the OAG every six months during the Effective Period. Along with each biannual report, Enterprise will also submit to the OAG its paid sick leave policy, its anti-sexual harassment policy, and records of training provided to its employees.

40. Compliance Reports on Demand. In any case where the circumstances warrant through the Effective Period of this AOD, the OAG may require Enterprise to file a report of compliance upon 30 days' notice.

41. Periodic Certification of Compliance: Enterprise shall provide the OAG with a certification affirming its compliance with the requirements set forth in this AOD, Paragraphs 26 to 29 (Programmatic Relief), to be submitted to the OAG within 60 days of OAG approval per Paragraph 27. This certification shall be in writing and signed by Enterprise. Thereafter, a

certification of compliance shall be submitted to the OAG every six months, at the same time as the periodic reports described in Paragraph 39, during the Effective Period.

42. Certification of Compliance on Demand: At any time through the Effective Period of this AOD, upon 30 days' written notice from the OAG, Enterprise shall provide the OAG with a certification affirming its compliance with the requirements set forth in this AOD, Paragraphs 26 to 29 (Programmatic Relief).

43. Enterprise expressly agrees and acknowledges that a default in the performance of any obligation under this AOD during the Effective Period is a violation of the AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 22, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the AOD has been violated shall constitute prima facie proof of the statutory violations described in paragraph 21 pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation during the Effective Period, the OAG shall give Enterprise written notice of such default via first class mail, which shall be effective five calendar days from the mailing of first class mail, after which Enterprise shall have 15 days to cure such default.

No Retaliation

44. Enterprise agrees that it shall comply with the FLSA, NYLL, NYSHR, NYCHR, and the Earned Safe and Sick Time Act and shall not in any manner discriminate or retaliate against any of its employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with the OAG's investigation of this matter. Enterprise agrees not to discharge, refuse to hire, or take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the investigation or to any past, present, or

future participation in any activities involving the exercise of their legal rights under the NYLL, NYSHR, NYCHR, and the Earned Safe and Sick Time Act.

Ongoing Cooperation

45. Respondents agree to provide reasonable cooperation with ongoing requests by the OAG for information related to this investigation and related investigations, and to ensure compliance with this AOD. During the Effective period, Respondents agree that the OAG shall have full access to the contact information of its employees that have worked in New York State upon fifteen (15) days' written notice, in order to reach them by mail, telephone, or electronic means.

Penalty for Non-Compliance

46. If an OAG inspection shows a material violation of Paragraphs 26 to 29 (Programmatic Relief) of this AOD, Enterprise agrees to pay \$5,000 in liquidated damages for each category of violation, separate and apart from any other penalty or damages associated with the violation, provided that prior to any assessment of liquidated damages, the OAG provides written notice of such violation via first class mail at the address provided in Paragraph 58, effective five calendar days from the mailing via first class mail, after which Enterprise shall have 15 days to cure the violation.

MISCELLANEOUS

Representations and Warranties

47. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Enterprise and the OAG's own factual investigation as set forth in its Findings, Paragraphs 1 through 21 above. Respondents represent and warrant that they have not made any material representations to the OAG that are inaccurate or misleading. If any

material representations by Respondents are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

48. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD has been made or relied upon by Respondents in agreeing to this AOD.

49. Respondents represent and warrant, through the signatures below, that the terms and conditions of this AOD are duly approved and execution of this AOD is duly authorized.

General Principles

50. Unless a term limit for compliance is otherwise specified within this AOD, Respondents' obligations under this AOD are enduring. Nothing in this AOD shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

51. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the AOD after the Effective Date.

52. This AOD may not be amended except by an instrument in writing signed on behalf of the parties to this AOD.

53. In the event that any one or more of the provisions contained in this AOD shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

54. Respondents acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

55. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

56. The AOD and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

57. The Effective Date of this AOD shall be October 17, 2022. The end date shall be 3 years from the date of Enterprise's first compliance report to the OAG pursuant to Paragraph 38.

58. All notices, reports, requests, and other communications to any party pursuant to this AOD shall be in writing and shall be directed as follows:

From Respondents to the Attorney General:

New York State Office of the Attorney General
Anielka Sanchez Godinez, Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005


Or

Anielka.SanchezGodinez@ag.ny.gov

From the Attorney General to Respondents:

HANG & ASSOCIATES, PLLC
ATTORNEYS AT LAW
136-20 38th Avenue, Suite 10G
Flushing, New York 11354
jhang@hangelaw.com

Or

Enterprise Cleaners
19-64 42nd Street
Astoria, New York 11105


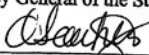
Any changes in the person to whom communications should be specifically directed shall be made by e-mail in advance of the change.

59. This AOD may be electronically signed, and any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

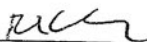
60. This AOD may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.


IN WITNESS WHEREOF, this AOD is executed by the parties hereto on October 17,
2022.

LETTIA JAMES
Attorney General of the State of New York

By: 
Anielka Sanchez Godinez
Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Phone: (212) 416-6280

Dated: October 17, 2022

By: 
Fat Lun Kong, Individually and on
behalf of JM Pro Cleaner, Inc., d/b/a
Enterprise Cleaner, KTN Cleaner,
Inc. d/b/a Enterprise Cleaner

By: 
Cheng Teh Tang, Individually and on
behalf of JM Pro Cleaner, Inc., d/b/a
Enterprise Cleaner, KTN Cleaner, Inc.
d/b/a Enterprise Cleaner

PEOPLE OF THE STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
LABOR BUREAU

IN THE MATTER OF THE INVESTIGATION OF
LETITIA JAMES, ATTORNEY GENERAL OF
THE STATE OF NEW YORK,

OF

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

KTN CLEANER INC. d/b/a ENTERPRISE
CLEANER, JM PRO CLEANER, INC. d/b/a
ENTERPRISE CLEANER, FAT-LUN KONG,
CHENG TEH TANG

FAT-LUN KNONG, being duly sworn, deposes and says the following:

1. I am a 50% owner and president of JM PRO CLEANER, INC. d/b/a ENTERPRISE CLEANER ("Enterprise") and have authority to sign on behalf of Enterprise and myself.

2. I reside at the following address: [REDACTED]
[REDACTED]

3. I hereby confess judgment against Enterprise and myself pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of ninety thousand dollars (\$90,000), less any amounts previously paid, plus collection fees of twenty two percent (22%) of any outstanding Settlement Fund amount, which was signed on Oct. 13, 2022 (AOD No. 22-063). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 15 calendar days (notice of default effective five (5) calendar days from the date of mailing by first class mail), I hereby authorize the People of the State of New York to enter judgment against Enterprise and myself in the sum of \$90,000 dollars, plus costs, interest, and late fees, as set forth in the Assurance of Discontinuance, and less any and all payments made toward the above amount, and/or credits made prior thereto.

4. I hereby authorize entry of said judgment in the County of Kings, State of New York.

5. This Confession of Judgment is for a debt to become due and owing to The People of the State of New York under an Assurance of Discontinuance pursuant to Executive Law § 63(15) entered between The People of the State of New York and ourselves, which was signed on Oct 13, 2022, the terms of which are expressly incorporated herein.

By: _____

PERSONAL ACKNOWLEDGMENT OF FAT-LUN KONG

STATE OF New York)
) SS:
COUNTY OF Queens)

On the 13th day of October, 2022 before me personally came FAT-LUN KONG to me known who, being by me duly sworn, did depose and say that he resides at [REDACTED] that he is the individual described in and who executed the foregoing Affidavit of Confession of Judgment, and duly acknowledged to me that he executed the same.

Jian Hang
NOTARY PUBLIC

JIAN HANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 02HA6280171
Qualified in Queens County
My Commission Expires April 22, 2024

PEOPLE OF THE STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
LABOR BUREAU

IN THE MATTER OF THE INVESTIGATION OF
LETITIA JAMES, ATTORNEY GENERAL OF
THE STATE OF NEW YORK,

OF

KTN CLEANER INC. d/b/a ENTERPRISE
CLEANER, JM PRO CLEANER, INC. d/b/a
ENTERPRISE CLEANER, FAT-LUN KONG,
CHENG TEH TANG

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

CHENG TEH TANG, being duly sworn, deposes and says the following:

1. I am a 50% owner and vice president of JM PRO CLEANER, INC. d/b/a ENTERPRISE CLEANER (“Enterprise”) and have authority to sign on behalf of Enterprise and myself.

2. I reside at the following address: [REDACTED]

6. I hereby confess judgment against Enterprise and myself pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of ninety thousand dollars (\$90,000), less any amounts previously paid, plus collection fees of twenty two percent (22%) of any outstanding Settlement Fund amount, which was signed on Oct. 7, 2022 (AOD No. 22-063). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 15 calendar days (notice of default effective five (5) calendar days from the date of mailing by first class mail), I hereby authorize the People of the State of New York to enter judgment against Enterprise and myself in the sum of \$90,000 dollars, plus costs, interest, and late fees, as set forth in the Assurance of Discontinuance, and less any and all payments made toward the above amount, and/or credits made prior thereto.

