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*Attorneys for Plaintiffs*

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

Said Aly, Julio Ulloa, and Richard  
Dicrescento, *on behalf of themselves and*  
*others similarly situated,*  
*Plaintiffs,*

**COLLECTIVE ACTION  
COMPLAINT**

-v-

Dr Pepper Snapple Group, Inc., The  
American Bottling Company, and Larry  
Young, *jointly and severally,*  
*Defendants.*

**NATURE OF THE ACTION**

1. Plaintiffs Said Aly, Julio Ulloa, and Richard Dicrescento ("Plaintiffs"), bring this action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et. seq.* on behalf of themselves and others similarly situated, in order to remedy Defendants' wrongful withholding of Plaintiffs' overtime compensation. Plaintiffs also bring these claims under New York Labor Law ("NYLL"), Article 6, §§ 190 *et. seq.*, as well as the supporting New York State Department of Labor Regulations for violations of overtime wages, and failure of the Defendants to comply with notice and record-keeping requirements.

2. Defendants engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees compensation by knowingly violating the

FLSA and NYLL. Defendants' conduct extended beyond the Plaintiffs to all other similarly situated employees. Plaintiffs seek certification of this action as a collective action on behalf of themselves individually and those other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

## **JURISDICTION AND VENUE**

### **Federal Question Jurisdiction and Supplemental Jurisdiction**

3. This Court has original subject matter jurisdiction over this action under 28 U.S.C. § 1331 because the civil action herein arises under the laws of the United States, namely, the Fair Labor Standards Act and 29 U.S.C. §§ 201 *et seq.* Additionally, this Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. §1367(a).

### **Personal Jurisdiction**

4. This Court may properly maintain personal jurisdiction over Defendants under Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply with traditional notions of fair play and substantial justice.

### **Venue**

5. Venue is proper in the Eastern District of New York under 28 U.S.C. §§ 1391 (b) (1) and (2) because Defendants conduct business in this judicial district and because a substantial part of the acts or omissions giving rise to the claims set forth herein occurred in this judicial district.

**THE PARTIES**

**Plaintiffs:**

6. Plaintiff Said Aly ("Aly") is an adult individual residing in the state of New York, County of Queens.

7. Plaintiff Julio Ulloa ("Ulloa") is an adult individual residing in the state of New York, County of Brooklyn.

8. Plaintiff Richard Dicrescento ("Dicrescento") is an adult individual residing in the state of New York, County of Brooklyn.

9. During the relevant time period, Plaintiffs were covered employees within the meaning of the FLSA, 29 U.S.C. § 203(e) and the NYLL § 190, employed by Defendants, Dr Pepper Snapple Group, Inc., The American Bottling Company and Larry D. Young (collectively "Defendants") and performed work in New York.

10. Plaintiffs consented in writing to be a party to the FLSA claims in this action, pursuant to 29 U.S.C. §216(b), and their consent forms are attached hereto.

**Defendants:**

11. Dr Pepper Snapple Group, Inc. is a foreign business corporation formed on November 4, 2008 which operates Snapple distribution centers nationwide including New York, located at 212 Wolcott Street, Brooklyn, NY 11231.

12. According to its own website, Dr Pepper Snapple Group, Inc. is "the No. 1 flavored carbonated soft drink (CSD) company in the Americas" and "serves consumers throughout North America." See <https://www.drpeppersnapplegroup.com/company/operations> (last accessed 7/18/2018).

13. The Apple soda named "Snapple" was "created" by "three New York-area

1 health food store owners [who] began selling the original Snapple in health clubs in 1973." *See*  
2 <https://www.drpeppersnapplegroup.com/company/history> (last accessed 7/25/2018).

3 14. Furthermore, "[o]n May 7, 2008, DPS became a stand-alone, publicly traded  
4 company on the New York Stock Exchange". *Id.*

5 15. Upon information and belief, Dr Pepper Snapple Group, Inc., through its New  
6 York distribution centers, transacts substantial business in New York, employs thousands of  
7 employees in New York, including Plaintiffs, and supplies products to multiple New York  
8 enterprises, thereby deriving significant profits in the State of New York.  
9

10 16. The American Bottling Company is a foreign business corporation organized  
11 and existing under the laws of the state of Delaware. On April 1, 2010, the American Bottling  
12 Company designated the New York Secretary of State as an agent of the corporation upon  
13 whom process against it may be served in New York.  
14

15 17. According to its online profile at Bloomberg.com, The American Bottling  
16 Company "operates as a subsidiary of Dr Pepper Snapple Group, Inc." and "manufactures,  
17 markets, and distributes beverages across the United States, Canada, Mexico, and the  
18 Caribbean" including Dr. Pepper and Snapple beverages. *See*  
19 <https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapid=51175771> (last  
20 accessed 7/18/2018).  
21

22 18. At all relevant times, Defendants Dr Pepper Snapple Group, Inc. and the  
23 American Bottling Company, both individually and collectively, maintained control, oversight,  
24 and direction over the Plaintiffs, including timekeeping, payroll and other employment  
25 practices that applied to them. *See* annexed hereto as **Exhibit A**, employment offer to Plaintiff  
26 Julio Ulloa by Dr Pepper Snapple Group, Inc.; and annexed hereto as **Exhibit B**, various  
27  
28

1 paystubs issued to Plaintiff Said Aly from Dr Pepper Snapple Group, Inc. and The American  
2 Bottling Company.

3 19. Upon information and belief, all collective action members received similar  
4 employment offers and similar paystubs from Dr Pepper Snapple Group, Inc. and the  
5 American Bottling Company.  
6

7 20. Larry D. Young ("Young") was, at all relevant times throughout Plaintiffs'  
8 employment, owner, principal, authorized operator, manager, shareholder and/or agent of the  
9 Corporate Defendants.

10 21. Upon information and belief, at all relevant times throughout Plaintiffs'  
11 employment, Young had the discretionary power to create and enforce personnel decisions on  
12 behalf of the Corporate Defendants, including but not limited to: hiring and terminating  
13 employees; setting and authorizing issuance of wages; maintaining employee records; setting  
14 employees' schedules; instructing, supervising and training employees; and otherwise  
15 controlling the terms and conditions for the Plaintiffs while they were employed by  
16 Defendants.  
17  
18

19 22. Upon information and belief, Young set and/or approved the Corporate  
20 Defendants' payroll policies, including the unlawful practices complained of herein.

21 23. Young actively participated in the day-to-day operations of the Corporate  
22 Defendants and is a "covered employer" within the meaning of the FLSA, 29 U.S.C. § 203(d)  
23 and regulations thereunder, 29 C.F.R. § 791.2, and the NYLL § 2, and is jointly and severally  
24 liable, in his individual capacity, for the unpaid wages and other damages sought herein.  
25

26 24. Upon information and belief, Young frequently travels in New York to transact  
27 business on behalf of the Corporate Defendants and to manage Corporate Defendants and  
28

1 personally derives substantial income from the New York locations of Corporate Defendants.

2 25. At all relevant times, Defendants were employers engaged in interstate  
3 commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29  
4 U.S.C. §§ 206(a) and 207(a). At all relevant times, Defendants employed, and/or continue to  
5 employ, Plaintiffs and each of the Collective Action members within the meaning of the FLSA.  
6

7 26. At all relevant times, Plaintiffs were employed by Defendants within the  
8 meaning of the NYLL §§ 2 and 651.

9 27. Upon information and belief, at all relevant times, Corporate Defendants'  
10 annual gross volume of sales made, or business done, was not less than Five Hundred  
11 Thousand Dollars (\$500,000.00) exclusive of separate retail excise taxes, within the meaning  
12 of the FLSA, 29 U.S.C. § 203(s)(1)(A)(ii), both individually and collectively.  
13

14 28. At all relevant times, the Corporate Defendants used goods and materials  
15 produced in interstate commerce, and have employed two or more individuals who handled  
16 these goods and materials.  
17

## 18 **FACTUAL ALLEGATIONS**

### 19 **Plaintiffs' Work for Defendants**

20  
21 29. Plaintiffs were formerly employed by Defendants, Dr Pepper Snapple Group,  
22 Inc., The American Bottling Company, and Larry Young (collectively "Defendants")  
23 ostensibly as Territory Sales Specialists ("TSS").

24 30. As TSS, Plaintiffs' formal duties included reaching out to supermarkets and  
25 grocery stores to promote brand awareness, opening new accounts, and selling Snapple  
26 products. However, despite their formal job title, in reality, brand awareness and sales were not  
27 Plaintiffs' primary duty. Instead, Plaintiffs were required to spend the majority of their time  
28

1 doing manual jobs such as placing Snapple products on supermarket shelves, cleaning  
2 refrigerators and carrying boxes of product.

3 31. In fact, so heavy was the manual labor performed by Plaintiffs that they  
4 frequently suffered physical injuries during the course of their employment, including blade  
5 cuts, knee pain, pulled muscles, and back injuries. *See* e.g. documentation of knee injury  
6 suffered by Plaintiff Said Aly during the course of his employment, which was reported to  
7 Defendants, annexed hereto as **Exhibit C**.

9 32. Plaintiffs regularly handled goods in interstate commerce throughout the course  
10 of their employment with Defendants, such Snapple products, manufactured in Texas and  
11 distributed throughout the United States.

13 33. Throughout the duration of their employment, Plaintiffs did not have any  
14 supervisory authority nor did they exercise discretion or independent judgment with respect to  
15 matters of significance.

16 34. Plaintiffs never had any managerial duties, such as hiring and firing employees,  
17 doing payroll and setting employees' hours of work.

19 35. Plaintiffs were provided with company vehicles which they used to transport  
20 Snapple products to and from the company's warehouse, located at 212 Wolcott Street,  
21 Brooklyn, NY 11231. Plaintiffs were required to attend this warehouse on a daily basis.

23 36. Throughout the course of their employment, Plaintiffs consistently worked in  
24 excess of forty (40) hours per week. However, Plaintiffs were paid a set salary for eighty  
25 hours bi-weekly regardless of the number of hours they actually worked.

26 37. In particular, Plaintiffs were offered an annual salary of Thirty-Five Thousand  
27 Dollars (\$35,000.00) to be paid in bi-weekly installments. *See* **Exhibit A**, employment offer to  
28

1 Julio Ulloa. Their salary was increased by approximately 2-3% each year and was always paid  
2 in bi-weekly installments.

3 38. Plaintiffs also had to spend significant amounts of money out of pocket in gas  
4 when using the company vehicle, which they were not fully reimbursed for. This caused their  
5 net income to fall below the amounts described above.  
6

7 39. Plaintiffs were not paid at all for their hours of work in excess of 40 hours per  
8 week. This was reflected in their paystubs that had a standard number of (80) hours bi-weekly.  
9 See **Exhibit B**, sample of paystubs by Said Aly.

10 40. Plaintiff Said Aly was employed by Defendants from in or around February  
11 2014 to May 2018.  
12

13 41. During the period of his employment with Defendants, Aly typically worked  
14 five (5) days per week, from Monday to Friday, from 6:00 a.m. to 4:00 p.m. or sometime even  
15 later, depending on the amount of work assigned that day. In the last year of his employment  
16 Aly also worked on Saturdays from 7:00a.m. to 4:00p.m. Aly never took meal breaks, or any  
17 other breaks, during the workday, apart from Fridays when Aly would typically take a one  
18 hour break.  
19

20 42. Accordingly, Aly worked approximately 49 hours, or more, per week,  
21 throughout the first three years of his employment, and approximately 58 hours per week,  
22 during the last year of his employment.  
23

24 43. Throughout his employment with Defendants, Aly was compensated for the first  
25 40 hours of work per week, but was not compensated at all for his overtime hours. Initially, in  
26 the months of February 2014 to May 2014, Aly was given commission for the new accounts he  
27 opened for the company, however he was not given any commission following the first four  
28



1 months.

2 44. Plaintiff Julio Ulloa was employed by Defendants from in or around November  
3 2014 to July 2017.

4 45. During the period of his employment with Defendants, Ulloa typically worked  
5 five (5) days per week, from Monday to Friday, approximately from 7:15 a.m. to 5:30 p.m.  
6 Ulloa did not take any breaks, including any meal breaks, during the workday.  
7

8 46. Accordingly, Ulloa worked approximately 51 hours, per week, throughout his  
9 employment with the Defendants.

10 47. Throughout his employment with Defendants, Ulloa was compensated for the  
11 first 40 hours of work per week, but was not compensated at all for his overtime hours.  
12 Initially, from November 2014 to May 2015, Ulloa was given commissions for the new  
13 accounts he opened for the Defendants, however he was not given any commission after the  
14 first six months.  
15

16 48. Plaintiff Richard Dicrescento was employed by Defendants from in or around  
17 February 2014 to May 2017.  
18

19 49. During the period of his employment with Defendants, Dicrescento typically  
20 worked five (5) days per week, from Monday to Friday, from 7:00 a.m. to 5:00 p.m.  
21 Dicrescento did not take any breaks, including any meal breaks, during the workday.  
22

23 50. Accordingly, Dicrescento worked approximately fifty (50) hours per week,  
24 throughout his employment with the Defendants.

25 51. Throughout his employment with Defendants, Dicrescento was compensated for  
26 the first 40 hours of work per week, but was not compensated at all for his overtime hours.  
27 Initially, Dicrescento was given commission for new accounts he opened for the Defendants,  
28

1 however he was not given any commission after the first two years of his employment.

2 **Defendants' Unlawful Corporate Practices**

3 52. Defendants repeatedly suffered or permitted Plaintiffs to work in excess of forty  
4 (40) hours per week without paying them the appropriate premium overtime pay of one and  
5 one-half times their regular rate of pay.  
6

7 53. Upon information and belief, Defendants' misclassified Plaintiffs as "Territory  
8 Sales Specialists" in an attempt to evade the FLSA's and NYLL's overtime requirements, when  
9 in fact, "sales" was not Plaintiff's primary duty.  
10

11 54. Defendants also willfully misrepresented Plaintiffs' actual number of hours  
12 worked in their pay stubs and put a fictional number of "80" hours bi-weekly to further avoid  
13 their obligations under the law.

14 55. Defendants willfully disregarded and purposefully evaded recordkeeping  
15 requirements of the FLSA and NYLL by failing to maintain accurate and complete timesheets  
16 and payroll records. Defendants did not implement *any* procedure to keep track of Plaintiffs'  
17 hours work or the hours of work of other employees.  
18

19 56. Plaintiffs were never provided with accurate wage statements showing their entire  
20 amount of hours worked for Defendants in any given week of their employment.

21 57. Plaintiffs were not provided with proper wage notices at the time of hire and by  
22 February 1 of each year.  
23

24 58. Upon information and belief, while Defendants employed Plaintiffs, they failed  
25 to post notices explaining the minimum and overtime wage rights of employees under the  
26 FLSA and NYLL and failed to inform Plaintiffs of such rights.

27 59. Plaintiffs were not provided with statutorily required meal breaks during their  
28

1 shifts.

2 60. Plaintiffs have personal knowledge of other employees of Defendants who are  
3 similarly situated and who also worked hours for which they were not paid overtime wages.

4 **Defendants were joint employers of Plaintiffs and/or a single integrated employer**

5 61. At all relevant times, Individual and Corporate Defendants were joint employers  
6 of Plaintiffs, acted in the interest of each other with respect to Plaintiffs' and other employees'  
7 remuneration, and had common policies and practices as to wages and hours, pursuant to 29  
8 C.F.R. § 791.2 and NYLL § 2. Factors indicating joint employment include:  
9

10 a. Corporate Defendants all suffered or permitted Plaintiffs to work.

11 b. Each of the Defendants acted directly or indirectly in the interest of one another  
12 in relation to Plaintiffs and similarly situated employees.

13 c. Defendants each have an economic interest in the locations in which Plaintiffs  
14 and similarly situated employees worked.

15 d. Defendants all simultaneously benefitted from Plaintiffs' work.

16 e. Defendants each had either functional and/or formal control over the terms and  
17 conditions of work of Plaintiffs and similarly situated employees.

18 f. Plaintiffs and similarly situated employees performed work integral to each  
19 Corporate Defendant's operation.

20 62. In the alternative, all Defendants functioned together as a single integrated  
21 employer of Plaintiffs within the meaning of the FLSA and NYLL.

22 63. Upon information and belief, Corporate Defendants Dr Pepper Snapple Group,  
23 Inc. and The American Bottling Company are related entities and operate together as a single  
24

1 integrated enterprise. Specifically, both are owned, managed, and operated by the same core  
2 team of individuals, including Defendant Larry Young.

3 64. The operations of the two corporations are intermingled and they employ the  
4 same personnel, including the Plaintiffs in this action. Upon information and belief, managers  
5 and supervisors of each Corporate Defendant were considered, accounted for and publicly held  
6 out themselves as managers and supervisors of both Corporate Defendants.  
7

8 65. Accordingly, all non-exempt employees working at any one Corporate Defendant at  
9 a particular instance were simultaneously considered and accounted for as employees of both  
10 Corporate Defendants collectively.

11 66. Upon information and belief, both Corporate Defendants operated under an  
12 agreement whereby they would treat all their employees, including Plaintiffs, as a pool of workers  
13 available to all of them.  
14

### 15 **COLLECTIVE ACTION ALLEGATIONS**

16 67. Pursuant to 29 U.S.C. §§ 203, 207, and 216(b), Plaintiffs bring their First cause  
17 of action as a collective action under the FLSA on behalf of themselves and the following  
18 collective:  
19

20 All persons employed by Defendants at any time from July 26,  
21 2015 to the present day (the “Collective Action Period”) who  
22 worked as territory sales specialist workers, and other non-exempt  
23 employees of the Defendants (the “Collective Action Members”).  
24

25 68. A collective action is appropriate in these circumstances because Plaintiffs and  
26 the Collective Action Members are similarly situated, in that they were all subject to  
27  
28

1 Defendants' illegal policies of failing to pay overtime wage for all hours worked above 40  
2 hours per week.

3 69. Plaintiffs and the Collective Action Members have substantially similar job  
4 duties and are paid pursuant to a similar, if not the same, payment structure.

5 70. The claims of the Plaintiffs stated herein are similar to those of the other  
6 employees.  
7

8 **FIRST CAUSE OF ACTION**

9 **Fair Labor Standards Act – Unpaid Overtime Wages**  
10 **(Brought on Behalf of Plaintiffs and the Collective Action Members)**

11 71. Plaintiffs, on behalf of themselves and the Collective Action Members, reallege  
12 and incorporate by reference all allegations made in all preceding paragraphs as if fully set forth  
13 herein.  
14

15 72. Defendants failed to pay Plaintiffs and the Collective Action Members overtime  
16 wages for all hours worked above 40 hours per week thereby violating the FLSA, 29 U.S.C. §  
17 207(a)(1).

18 73. Defendants' unlawful conduct, as described in this Complaint, has been willful  
19 and intentional. Defendants were aware, or should have been aware, that the practices described  
20 in this Complaint were unlawful. Accordingly, a three-year statute of limitations applies  
21 pursuant to 29 U.S.C. § 255(a).  
22

23 74. As a result of the Defendants' violations of the FLSA, Plaintiffs and the  
24 Collective Action Members have been deprived of overtime compensation and other wages in  
25 amounts to be determined at trial, and are thus entitled to recovery of such amounts, liquidated  
26 damages, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).  
27  
28

**SECOND CAUSE OF ACTION**

**New York Labor Law – Unpaid Overtime Wages**

75. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

76. Defendants failed to pay Plaintiffs overtime wages for all hours worked above 40 hours per week thereby violating the NYLL §§ 190 *et seq.* and the New York State Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.2.

77. Defendants' failure to pay Plaintiffs their overtime compensation lacked a good faith basis within meaning of NYLL § 663.

78. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recovery of their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs of the action, pre-judgment and post-judgment interest, pursuant to NYLL § 198 (1-a).

**THIRD CAUSE OF ACTION**

**New York Labor Law – Failure to Provide Accurate Wage Statements**

79. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

80. Defendants have failed to provide Plaintiffs with wage accurate statements listing, *inter alia*, the entire amount of hours they worked each week of their employment with Defendants.

81. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover from Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per workday that the violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL § 198 (1-d).

**FOURTH CAUSE OF ACTION**

**New York Labor Law – Failure to Provide Notice at Time of Hiring**

82. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

83. Defendants failed to provide Plaintiffs at the time of hiring or at any point thereafter, a notice in their primary language containing, *inter alia*, their regular hourly rate and overtime rate of pay, and the regular pay day designated by the employer, in violation of NYLL § 195(1).

84. Due to Defendants' violations of the NYLL § 195(1), Plaintiffs are entitled to recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the violation occurred, up to a maximum of Five Thousand Dollars (\$5,000) pursuant to NYLL § 198 (1-b).

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs seek the following relief:

A. Designating this action as a collective action and authorizing prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all putative collective action members, apprising them of the pendency of this action, and permitting them promptly to file consents to be Plaintiff in the FLSA claims in this action;

B. Issuance of a declaratory judgment that the practices complained of in this complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New York Labor Law, Article 6, §§ 190 *et seq.*, and supporting New York State Department of Labor regulations;

1 C. Unpaid overtime wages under the FLSA and an additional and equal amount as  
2 liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting United States  
3 Department of Labor regulations;

4 D. Unpaid overtime wages under the NYLL, and an additional and equal amount as  
5 liquidated damages pursuant to NYLL §198(1-a) and § 663(1);  
6

7 E. Civil penalties of One Thousand One Hundred Dollars (\$1,100.00) for each of  
8 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);

9 F. A permanent injunction requiring Defendants to pay all statutorily required  
10 wages pursuant to the FLSA and NYLL;  
11

12 G. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b) are not awarded,  
13 an award of pre-judgment interest pursuant to 28 U.S.C. § 1961;

14 H. An award of statutory damages for Defendants' failure to provide Plaintiffs with  
15 wage notices at the time of their respective hiring, or at any point thereafter, pursuant to NYLL  
16 § 198 (1-b);  
17

18 I. An award of statutory damages for Defendants' failure to provide Plaintiffs with  
19 accurate wage statements pursuant to NYLL § 198 (1-d);

20 J. An award of pre-judgment interest of nine per cent per annum (9%) pursuant to  
21 the New York Civil Practice Law and Rules §§ 5001-5004;

22 K. An award of post-judgment interest pursuant to 28 U.S.C. § 1961 and/or the  
23 New York Civil Practice Law and Rules § 5003;  
24

25 L. An award of attorney's fees, costs, and further expenses up to Fifty Dollars  
26 (\$50.00), pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

27 M. Such other relief as this Court shall deem just and proper.  
28



1  
2 Dated: New York, New York  
3 July 26, 2018  
4  
5  
6

7 Respectfully submitted,  
8 **PARDALIS& NOHAVICKA, LLP**

9 By: /s/Ariadne Panagopoulou  
10 Ariadne Panagopoulou (AP-2202)  
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**NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. 216(b)**

**FAIR LABOR STANDARDS ACT CONSENT FORM**

I consent to be a party plaintiff in a lawsuit against SNAPPLE and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. Section 216(b). I hereby designate Pardalis & Nohavicka LLP to represent me in such a lawsuit.

Dated: 5/15/2018

New York, New York

A handwritten signature in black ink, appearing to read "SAID ALY", is written over a horizontal line.

Signature

SAID ALY

**Print Name**

31-45 CRESCENT STREET APT 1A - ASTORIA, NY 11106

**Address**

646-344-0138

**Telephone**

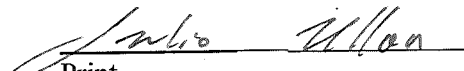
NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)


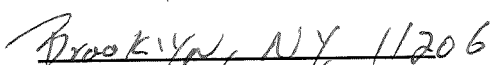
FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against **Dr. Pepper Snapple Group, Inc.**, and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section § 216(b) and New York Labor Law. I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 6/1/2018

  
Signature

  
Print

  
  
Address

  
Telephone

**NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. 216(b)**

**FAIR LABOR STANDARDS ACT CONSENT FORM**

I consent to be a party plaintiff in a lawsuit against **Dr. Pepper Snapple Group** and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. Section 216(b). I hereby designate Pardalis & Nohavicka LLP to represent me in such a lawsuit.

**Dated: June 13, 2018**

New York, New York



**Signature**

Richard Dicrescento

**Print Name**

1761 E 36th Street Brooklyn, NY 11234

**Address**

718-376-2281

**Telephone**

# EXHIBIT A



November 4, 2014

Julio Ulloa  
621 Park ave 4b  
Brooklyn, New York 11206

Dear Julio,

At Dr Pepper Snapple Group (DPS), we're on a mission to Be The Best Beverage Business in the Americas. We hope you'll join our team as we take ACTION to make our vision a reality and accept our offer to join the organization in the role of Territory Sales Specialist.

Upon joining us, you'll dive into a results-oriented environment that provides the opportunity to contribute to our company's success while developing and being recognized for your unique skills and capabilities. We ask each of our team members to drive toward their goals with passion and expect that your performance and contribution to the company will be in accordance with Dr Pepper Snapple Group's high standards for integrity, teamwork, and quality service to our customers.

The details of this offer are outlined below and we ask that all compensation matters be kept confidential. Please indicate your acceptance of this offer by signing this letter and returning a copy to me via email or by fax at 708-562-4754 within 3 business days.

**Title:** Territory Sales Specialist

**Tentative Start Date:** November 24, 2014

**Job Type:** Full-time

**Reporting to:** Valentino Simoni

**Location:** United States>New York>Brooklyn>10BS – Brooklyn

**Position Band:** The position has been evaluated as a Broadband BB08 in our Compensation Structure.

**Base Salary:** Your Yearly base salary of \$35,000.00 will be paid in bi-weekly installments, consistent with the payroll schedule in place for all active employees. Any merit increase will be based upon evaluation of overall performance against your position accountabilities and objectives. Please note that by stating your salary as an annual amount, the Company does not intend to create a contract of employment or otherwise alter the "at-will" status of your employment.

**Vacation:** You will be eligible for vacation, prorated for the remainder of the year, as well as defined fixed and floating holidays that are established by the Company. Future increases to vacation entitlement will be in accordance with the prevailing Company vacation policy.

**Orientation:** The Company hosts New Hire Orientation at each location. Additional details will follow prior to your start date.

**Benefits:** You will be eligible to participate in the Company's Benefit Plans for Salaried Employees



including life insurance, medical, dental and vision plans, short-term and long-term disability programs, savings and retirement plans. Details of our various plans will be provided to you in your new hire packet and during your orientation.

**Employment Eligibility Verification:** Please understand that your employment with the Company is contingent upon your submission of the appropriate documents that support your legal right to work in the United States as articulated under the Immigration Reform and Control Act of 1986. The "Employment Eligibility Verification" form (I-9) must be completed on your first day of employment. Please bring the necessary documents with you to satisfy these requirements. A list of acceptable documents is enclosed. Such documents must be submitted no later than the third day of your new assignment with us.

**Pre-Employment Screening:** As a matter of policy, employment is contingent upon successful completion of the pre-employment screening process which includes a drug test and background check.

**Drug Screening:** To comply with the Company's drug policy, you are required to be tested after accepting this offer. You receive an email from our provider, Accurate Background, to schedule your drug test. In some cases, this may appear in your inbox, spam or junk folder depending on your email provider. You will have 48 hours from receipt of the email to schedule your test and another 48 hours to take it. If you have any questions on this drug testing process, contact Accurate Background at (800) 784-3911 x719.

**Criminal, Identity, Education and Employment Verification:** In order to provide a safe working environment, we will also be running a criminal background check, verifying your identity, as well as confirming the information you have provided concerning prior employment and education.

As a matter of policy, we rely on the information contained in your resume and other information shared with us. Any falsification of such information or failure to satisfactorily pass our pre-employment screening process referred to above may result in revocation of this offer and/or dismissal for cause.

The above terms generally describe our current policies, programs and perquisites and plans, the specific terms of which govern and supersede any terms in this letter. Management reserves the right to improve, change or delete those policies, programs and perquisites and plans at any time. The Company is an Equal Opportunity Employer.

Please do not hesitate to call me at 404-753-2183 7536105 if you have any questions. It's a great time to be a part of Dr Pepper Snapple Group, so welcome aboard!

Sincerely,

Kattie Harvey  
Dr Pepper Snapple Group  
404-753-2183 7536105  
KATTIE.HARVEY@DPSG.COM

Agreed and Accepted by:

---

Julio Ulloa

Date

All Company plans and policies are subject to change at the Company's discretion. All plans described in this offer letter are governed by their respective plan documents.



# EXHIBIT B

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Pay Date: 04/27/2018 - Regular ▼

Next PayStub &gt;

The American Bottling Company  
5301 Legacy Dr.  
Plano, TX 75024-3109  
1-866-602-3774

Said M Aly  
31-45 Crescent St Apt 1a  
Astoria, NY 11106

Personnel Number 02064312 Salary

Pay Advice # 0206431200125  
Period Begin Date 04/14/2018  
Period End Date 04/27/2018  
Pay Frequency Bi-weekly

Expand All Collapse All

Taxes	State Codes	Marital Status	Allowances	Additional Amounts
Federal		Single	0	
Primary State	NY	Single	0	
Secondary State			0	
Local			0	

## Messages

Welcome to ePayPlus

Earnings	Hours	This Period	YTD
Regular Salary	80.00	1,457.08	12,962.94
Auto Allowance		0.00	1,290.00
<b>Total Earnings :</b>		<b>\$1,457.08</b>	<b>\$14,252.94</b>
Pre-Tax		This Period	YTD
SIP Pre-tax		407.98	3,428.64
<b>Total Pre-Tax :</b>		<b>\$407.98</b>	<b>\$3,428.64</b>
Taxes		This Period	YTD
Fed Withholding Tax		101.49	1,176.98
Social Security Tax		90.34	883.68
Medicare Tax		21.13	206.67
NY Withholding Tax		36.64	415.78
NY SDI		1.20	10.80
NY/487		\$1.84	\$17.96
<b>Total Taxes :</b>		<b>\$252.64</b>	<b>\$2,711.87</b>
After-Tax		This Period	YTD
<b>Total After-Tax :</b>		<b>\$0.00</b>	<b>\$0.00</b>
Net Pay		This Period	YTD
<b>Total Net Pay :</b>		<b>\$796.46</b>	<b>\$8,112.43</b>

Summary	Earnings	Less Pre-Tax	Taxable Wages	Less Taxes	Equals Net Pay
This Period	\$1,457.08	\$407.98	\$1,049.10	\$252.64	\$796.46
YTD	\$14,252.94	\$3,428.64	\$10,824.30	\$2,711.87	\$8,112.43

## Pay Distribution List

Description	Type	Amount	Account #	Bank
Direct deposit 1	Checking or Money Market	\$796.46	<...4665>	Capital One, National Association

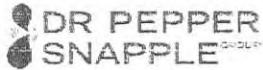
&lt; Previous PayStub

Next PayStub &gt;

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Print

&lt; Previous PayStub

Pay Date: 04/13/2018 - Regular ▼

Next PayStub &gt;

The American Bottling Company  
5301 Legacy Dr.  
Piano, TX 75024-3109  
1-866-602-3774

Said M Aly  
31-45 Crescent St Apt 1a  
Astoria, NY 11106

Personnel Number 02064312 Salary

Pay Advice # 0206431200124  
Period Begin Date 03/31/2018  
Period End Date 04/13/2018  
Pay Frequency Bi-weekly

Expand All Collapse All

Taxes	State Codes	Marital Status	Allowances	Additional Amounts
Federal		Single	0	
Primary State	NY	Single	0	
Secondary State			0	
Local			0	

## Messages

Welcome to ePayPlus

## Earnings

	Hours	This Period	YTD
Regular Salary	80.00	1,457.08	11,505.86
Auto Allowance		0.00	1,290.00
<b>Total Earnings :</b>		<b>\$1,457.08</b>	<b>\$12,795.86</b>

## Pre-Tax

	This Period	YTD
SIP Pre-tax	407.98	3,020.66
<b>Total Pre-Tax :</b>	<b>\$407.98</b>	<b>\$3,020.66</b>

## Taxes

	This Period	YTD
Fed Withholding Tax	101.49	1,075.49
Social Security Tax	90.34	793.34
Medicare Tax	21.13	185.54
NY Withholding Tax	36.64	379.14
NY SDI	1.20	9.60
NY/487	\$1.82	\$16.12
<b>Total Taxes :</b>	<b>\$252.62</b>	<b>\$2,459.23</b>

## After-Tax

	This Period	YTD
<b>Total After-Tax :</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Pay</b>	<b>This Period</b>	<b>YTD</b>
<b>Total Net Pay :</b>	<b>\$796.48</b>	<b>\$7,315.97</b>

Summary	Earnings	Less Pre-Tax	Taxable Wages	Less Taxes	Equals Net Pay
This Period	\$1,457.08	\$407.98	\$1,049.10	\$252.62	\$796.48
YTD	\$12,795.86	\$3,020.66	\$9,775.20	\$2,459.23	\$7,315.97

## Pay Distribution List

Description	Type	Amount	Account #	Bank
Direct deposit 1	Checking or Money Market	\$796.48	<...4665>	Capital One, National Association

&lt; Previous PayStub

Next PayStub &gt;

CO Emp1 ID 000814-000814  
PCSDTA 002054312

10BS BSSa1

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

## Earnings Statement

Page 001 of 001

Period Beg/End: 01/06/2018 - 01/19/2018  
Advice Date: 01/19/2018  
Advice Number: 0643120118  
Batch Number: 000000000208

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	2,871.08
Auto Allowance			210.00	480.00
Gross Pay	80.00		1,645.54	3,351.08

### TAXES

Federal Withholding Tax	159.64	328.28
Social Security Tax	102.03	207.77
Medicare Tax	23.86	48.59
New York Withholding Tax	50.50	104.79
New York Disability Tax	1.20	2.40
New York Family Leave Insura	2.08	4.23

### Other Benefits and Information

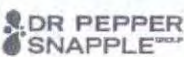
Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	746.48
Total Pre-Tax	373.24	746.48
Total After-Tax	0.00	0.00
Total Taxes	339.31	696.06
Net Pay	932.99	1,908.54
NORTH FORK BANK	932.99	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

Advice Number: 0643120118

Advice Date: 01/19/2018

<b>Deposited to the account of</b>	<b>Account Number</b>	<b>Transit ABA</b>	<b>Amount</b>
SAID M ALY	Checking XXXXXX4665	XXXXX7912	932.99

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CO Empl ID 000820-000820  
 PCSDTA 002064312  
 10BS BSSa1  
 Dr Pepper/Seven Up Inc.  
 for The American Bottling Company  
 Payroll Account, Ph:(866) 602-3774  
 5301 Legacy Dr  
 Plano, TX 75024

## Earnings Statement

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Period Beg/End: 12/23/2017 - 01/05/2018  
 Advice Date: 01/05/2018  
 Advice Number: 0643120117  
 Batch Number: 000000000206

Federal Single 00  
 New York Single 00

SAID M ALY  
 31-45 CRESCENT ST APT 1A  
 ASTORIA NY 11106

Basis of Pay: Salary

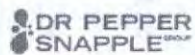
Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	1,435.54
Auto Allowance			270.00	270.00
Gross Pay	80.00		1,705.54	1,705.54

### TAXES

Federal Withholding Tax	168.64	168.64
Social Security Tax	105.74	105.74
Medicare Tax	24.73	24.73
New York Withholding Tax	54.29	54.29
New York Disability Tax	1.20	1.20
New York Family Leave Insura	2.15	2.15

### Other Benefits and Information

Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	373.24
Total Pre-Tax	373.24	373.24
Total After-Tax	0.00	0.00
Total Taxes	356.75	356.75
Net Pay	975.55	975.55
NORTH FORK BANK	975.55	XXXXXX4665



Dr Pepper/Seven Up Inc.  
 for The American Bottling Company  
 Payroll Account, Ph:(866) 602-3774  
 5301 Legacy Dr  
 Plano, TX 75024

Advice Number: 0643120117

Advice Date: 01/05/2018

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	Checking XXXXXX4665	XXXXX7912	975.55

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

CO Emp1 ID  
PCSDTA 002064312

000828-000828

10BS BSSa1

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

## Earnings Statement

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Period Beg/End: 12/09/2017 - 12/22/2017  
Advice Date: 12/22/2017  
Advice Number: 0643120116  
Batch Number: 000000000204

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	37,175.50
Operational Incentiv				153.00
Auto Allowance			270.00	6,510.00
Gross Pay	80.00		1,705.54	43,838.50
<b>TAXES</b>				
Federal Withholding tax			168.64	4350.13
Social Security Tax			105.75	2717.99
Medicare tax			24.73	635.66
New York Withholding tax			54.56	1401.38
New York Disability Tax			1.20	31.20

Other Benefits and Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	9467.64
Total Pre-Tax	373.24	9,467.64
Total After-Tax	0.00	0.00
Total Taxes	354.88	9,136.36
Net Pay	977.42	25,234.50
NORTH FORK BANK	977.42	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

Advice Number: 0643120116

Advice Date: 12/22/2017

Deposited to the account of  
SAID M ALY

Account Number  
Checking XXXXXX4665

Transit ABA  
XXX7912

Amount  
977.42

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CO Emp1 ID 000826-000826  
PCSD1A 002064312  
10BS BSSal  
Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

## Earnings Statement

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Period Beg/End: 11/25/2017 - 12/08/2017  
Advice Date: 12/08/2017  
Advice Number: 0643120115  
Batch Number: 000000000202

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	35,739.96
Operational Incentiv				153.00
Auto Allowance			270.00	6,240.00
Gross Pay	80.00		1,705.54	42,132.96
<b>TAXES</b>				
Federal Withholding Tax			168.64	4181.49
Social Security Tax			105.74	2612.24
Medicare Tax			24.73	610.93
New York Withholding Tax			54.56	1346.82
New York Disability Tax			1.20	30.00

Other Benefits and Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	9094.40
Total Pre-Tax	373.24	9,094.40
Total After-tax	0.00	0.00
Total Taxes	354.87	8,781.48
Net Pay	977.43	24,257.08
NORTH FORK BANK	977.43	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

Advice Number: 0643120115

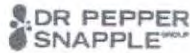
Advice Date: 12/08/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	Checking XXXXXX4665	XXXXX7912	977.43

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CO Emp ID 000339-000339  
PCSD1A 002064312

10BS BSSa1

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

## Earnings Statement

Page 001 of 001

Period Beg/End: 11/11/2017 - 11/24/2017  
Advice Date: 11/22/2017  
Advice Number: 0643120114  
Batch Number: 000000000199

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	34,304.42
Operational Incentiv				153.00
Auto Allowance			270.00	5,970.00
Gross Pay	80.00		1,705.54	40,427.42
<b>TAXES</b>				
Federal Withholding Tax			168.64	4012.85
Social Security Tax			105.74	2506.50
Medicare Tax			24.73	586.20
New York Withholding Tax			54.56	1292.26
New York Disability Tax			1.20	28.80

Other Benefits and Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	8721.16
Total Pre-Tax	373.24	8,721.16
Total After-Tax	0.00	0.00
Total Taxes	354.87	8,426.61
Net Pay	977.43	23,279.65
NORTH FORK BANK	977.43	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

Advice Number: 0643120114

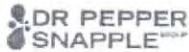
Advice Date: 11/22/2017

Deposited to the account of	Account Number	Transit	ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912		977.43

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CO Emp1 ID 000827-000827  
PCSDTA 002064312

10BS BSSal

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

## Earnings Statement

Page 001 of 001

Period Beg/End: 10/28/2017 - 11/10/2017  
Advice Date: 11/10/2017  
Advice Number: 0643120113  
Batch Number: 000000000197

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	32,868.88
Operational Incentiv				153.00
Auto Allowance			270.00	5,700.00
Gross Pay	80.00		1,705.54	38,721.88

### TAXES

Federal Withholding Tax	168.64	3844.21
Social Security Tax	105.75	2400.76
Medicare Tax	24.73	561.47
New York Withholding Tax	54.56	1237.70
New York Disability Tax	1.20	27.60

### Other Benefits and Information

Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	8347.92
Total Pre-Tax	373.24	8,347.92
Total After-Tax	0.00	0.00
Total Taxes	354.88	8,071.74
Net Pay	977.42	22,302.22
NORTH FORK BANK	977.42	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

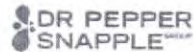
Advice Number: 0643120113

Advice Date: 11/10/2017

<b>Deposited to the account of</b>	<b>Account Number</b>	<b>Transit</b>	<b>ABA</b>	<b>Amount</b>
SAID M ALY	XXXXXX4665	XXXXXX7912		977.42

**THIS IS NOT A CHECK**

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CO Emp1 ID 000827-000827  
PCSDTA 002064312

10BS BSSa1

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

## Earnings Statement

Page 001 of 001

Period Beg/End: 10/14/2017 - 10/27/2017  
Advice Date: 10/27/2017  
Advice Number: 0643120112  
Batch Number: 000000000195

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	31,433.34
Operational Incentiv				153.00
Auto Allowance			270.00	5,430.00
Gross Pay	80.00		1,705.54	37,016.34

### TAXES

Federal Withholding Tax	168.64	3675.57
Social Security Tax	105.74	2295.01
Medicare Tax	24.73	536.74
New York Withholding Tax	54.56	1183.14
New York Disability Tax	1.20	26.40

### Other Benefits and Information

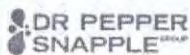
Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	7974.68
Total Pre-Tax	373.24	7,974.68
Total After-Tax	0.00	0.00
Total Taxes	354.87	7,716.86
Net Pay	977.43	21,324.80
NORTH FORK BANK	977.43	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

Advice Number: 0643120112

Advice Date: 10/27/2017

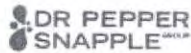
Deposited to the account of	Account Number	Transit	ABA	Amount
SAID M ALY	XXXXXX4665	XXXXXX7912		977.43

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CO FILE# 000828-000828  
 PCSOTA 002064312  
 10BS BSSa1  
 Dr Pepper/Seven Up Inc.  
 for The American Bottling Company  
 Payroll Account, Ph:(866) 602-3774  
 5301 Legacy Dr  
 Plano, TX 75024

## Earnings Statement

Page 001 of 001

Period Beg/End: 09/30/2017 - 10/13/2017  
 Advice Date: 10/13/2017  
 Advice Number: 0643120111  
 Batch Number: 000000000193

Federal Single 00  
 New York Single 00

SAID M ALY  
 31-45 CRESCENT ST APT 1A  
 ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	29,997.80
Operational Incentiv				153.00
Auto Allowance			240.00	5,160.00
Gross Pay	80.00		1,675.54	35,310.80

### TAXES

Federal Withholding Tax	164.14	3506.93
Social Security Tax	103.88	2189.27
Medicare Tax	24.30	512.01
New York Withholding Tax	52.63	1128.58
New York Disability Tax	1.20	25.20

### Other Benefits and Information

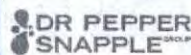
Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	7601.44
Total Pre-Tax	373.24	7,601.44
Total After-Tax	0.00	0.00
Total Taxes	346.15	7,361.99
Net Pay	956.15	20,347.37
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
 for The American Bottling Company  
 Payroll Account, Ph:(866) 602-3774  
 5301 Legacy Dr  
 Plano, TX 75024

Advice Number: 0643120111

Advice Date: 10/13/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912	956.15

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

THE ORIGINAL DOCUMENT HAS AN OPTICALLY VISIBLE MARK ON THE BACK - HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT



CO FILE# 000828-000828  
PCSDTA 002064312

10BS BSSa1

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

## Earnings Statement

Page 001 of 001

Period Beg/End: 09/02/2017 - 09/15/2017  
Advice Date: 09/15/2017  
Advice Number: 0643120109  
Batch Number: 000000000189

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	27,126.72
Operational Incentiv			73.00	153.00
Auto Allowance			300.00	4,680.00
Gross Pay	80.00		1,808.54	31,959.72
<b>TAXES</b>				
Federal Withholding Tax			184.09	3178.65
Social Security Tax			112.13	1981.50
Medicare Tax			26.23	463.42
New York Withholding Tax			61.21	1023.32
New York Disability Tax			1.20	22.80

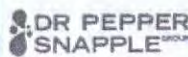
Other Benefits and Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	6854.96
Total Pre-Tax	373.24	6,854.96
Total After-Tax	0.00	0.00
Total Taxes	384.86	6,669.69
Net Pay	1,050.44	18,435.07
NORTH FORK BANK	1,050.44	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
5301 Legacy Dr  
Plano, TX 75024

Advice Number: 0643120109

Advice Date: 09/15/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912	1050.44

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CD FILE#  
PCSDTA 002064312

000834-000834

**Earnings Statement**

IOBS BSSa1

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

Page 001 of 001

Period Beg/End: 06/24/2017 - 07/07/2017  
Advice Date: 07/07/2017  
Advice Number: 0643120103  
Batch Number: 000000000179

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	19,949.02
Auto Allowance			240.00	3,270.00
Gross Pay	80.00		1,675.54	23,219.02

**TAXES**

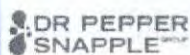
Federal Withholding Tax	164.14	2298.07
Social Security Tax	103.88	1439.58
Medicare Tax	24.30	336.68
New York Withholding Tax	52.63	736.76
New York Disability Tax	1.20	16.80

Other Benefits and Information	This Period	Year-to-Date
--------------------------------	-------------	--------------

**PRE-TAX DEDUCTIONS**

401k Pre Tax	373.24	4988.76
Total Pre-Tax	373.24	4,988.76
Total After-Tax	0.00	0.00
Total Taxes	346.15	4,827.89
Net Pay	956.15	13,402.37
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

Advice Number: 0643120103

Advice Date: 07/07/2017

Deposited to the account of  
SAID M ALY

Account Number  
Checking XXXXXX4665

Transit-ABA XXXXX7912  
Amount 956.15

**THIS IS NOT A CHECK**  
**NON-NEGOTIABLE**

CO FILE#  
PCSDTA 002064312

000825-000825

IOBS BSSa1

Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

## Earnings Statement

Page 001 of 001

Period Beg/End: 06/10/2017 - 06/23/2017  
Advice Date: 06/23/2017  
Advice Number: 0643120102  
Batch Number: 000000000177

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	18,513.48
Auto Allowance			240.00	3,030.00
Gross Pay	80.00		1,675.54	21,543.48

## TAXES

Federal Withholding Tax	164.14	2133.93
Social Security Tax	103.89	1335.70
Medicare Tax	24.29	312.38
New York Withholding Tax	52.63	684.13
New York Disability Tax	1.20	15.60

## Other Benefits and Information

Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	4615.52
Total Pre-Tax	373.24	4,615.52
Total After-Tax	0.00	0.00
Total Taxes	346.15	4,481.74
Net Pay	956.15	12,446.22
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

Advice Number: 0643120102

Advice Date: 06/23/2017

Deposited to the account of  
SAID M ALY

Account Number  
Checking XXXXXX4665

Transit ABA  
XXXXX7912

Amount  
956.15

**THIS IS NOT A CHECK**  
**NON-NEGOTIABLE**



CO FILE# 000825-000825  
PCSDTA 002064312  
10BS BSSa1  
Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

## Earnings Statement

Page 001 of 001

Period Beg/End: 05/27/2017 - 06/09/2017  
Advice Date: 06/09/2017  
Advice Number: 0643120101  
Batch Number: 000000000175

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	17,077.94
Auto Allowance			240.00	2,790.00
Gross Pay	80.00		1,675.54	19,867.94

### TAXES

Federal Withholding Tax	164.14	1969.79
Social Security Tax	103.88	1231.81
Medicare Tax	24.30	288.09
New York Withholding Tax	52.63	631.50
New York Disability Tax	1.20	14.40

### Other Benefits and Information

Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	4242.28
Total Pre-Tax	373.24	4,242.28
Total After-Tax	0.00	0.00
Total Taxes	346.15	4,135.59
Net Pay	956.15	11,490.07
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

Advice Number: 0643120101

Advice Date: 06/09/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXXX7912	956.15

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CD FILE# 000822-000822  
PCSDTA 002064312  
10BS BSSa1  
Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

## Earnings Statement

Page 001 of 001  
Period Beg/End: 05/13/2017 - 05/26/2017  
Advice Date: 05/26/2017  
Advice Number: 0643120100  
Batch Number: 000000000173

Federal Single 00  
New York Single 00

SAID M ALY  
31-45 CRESCENT ST APT 1A  
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	15,642.40
Auto Allowance			240.00	2,550.00
Gross Pay	80.00		1,675.54	18,192.40
<b>TAXES</b>				
Federal Withholding Tax			164.14	1805.65
Social Security Tax			103.88	1127.93
Medicare Tax			24.30	263.79
New York Withholding Tax			52.63	578.87
New York Disability Tax			1.20	13.20

Other Benefits and Information	This Period	Year-to-Date
<b>PRE-TAX DEDUCTIONS</b>		
401k Pre Tax	373.24	3869.04
Total Pre-Tax	373.24	3,869.04
Total After-Tax	0.00	0.00
Total Taxes	346.15	3,789.44
Net Pay	956.15	10,533.92
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.  
for The American Bottling Company  
Payroll Account, Ph:(866) 602-3774  
P.O. Box 869007  
Plano TX 75086-9077

Advice Number: 0643120100

Advice Date: 05/26/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912	956.15

**THIS IS NOT A CHECK**

**NON-NEGOTIABLE**

THE ORIGINAL DOCUMENT HAS AN IDENTICAL INTERMARK ON THE REVERSE. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.



# EXHIBIT C

Name: Said

Age: 61

Date of Birth: 1/16/

Date of Visit: 4/25/

Visit ID: Qb37028

Medical Record Number: 341

Room and Bed: Results Reception 35/F

Mount Sinai Hospital of Queens  
Emergency Department  
25-10 30th Avenue  
Astoria, NY 11102  
ED Phone: (718) 932-1000

Ugo Ezenkwele, MD  
ED Medical Director

April 25, 2018

Mary Godineaux, RN  
ED Nursing Director

Patient: Said Aly  
Date of Birth: 1/16/1957  
Date of Visit: 4/25/2018

To Whom It May Concern:

Said Aly was seen and treated in our emergency department on 4/25/2018. Please excuse the absence. He may return on 4/28/2018.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

Pierre Sylvain PA





## AFTER VISIT SUMMARY

Said Aly MRN: 3419671

4/25/2018 Emergency Dept Queens 718-267-4285

### Instructions

Your personalized instructions can be found at the end of this document.

### Today's Visit

You were seen by Jeffrey L Levine, MD

#### Reason for Visit

Knee Pain

#### Diagnosis

Contusion of right knee, initial encounter

#### Medications Given

ketorolac tromethamine (TORADOL) last given at 5:28 PM

### What's Next

You currently have no upcoming appointments scheduled.

You were seen by Jeffrey Levine, MD and Pierre Sylvain, PA.

### ED Follow Up Instructions

Please follow up with your Primary Care Provider.

Please call Family Health Associates at 718-808-7300 or 718-267-5956 to schedule an appointment. Clinic Hours: Monday to Friday 8am to 7pm. They are located at 31-60 21st St. Astoria, NY 11106

Orthopedic Surgeon: \*Stephen Johnstone, MD - 718-808-7777 25-20 30th Avenue 5th Floor LIC, NY 11102, \*Stephen Johnstone, MD - 718-879-1600 37-22 82nd Street Jackson Heights, NY 11372, †Edward Yang, MD - 718-808-7777 25-20 30th Avenue 5th Floor LIC, NY 11102

In: 1 week

Follow up

Instructions:

### Imaging Results Pending

The imaging you received today was a preliminary interpretation - we will try to notify you if there is any change in the interpretation, on final review. We need your most up-to-date contact information, to be able to notify you.

### Changes to Your Medication List

You have not been prescribed any medications.

JS 44 (Rev. 01/29/2018)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Said Aly, Julio Ulloa, and Richard Dicrescento, on behalf of themselves and others similarly situated,

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Pardalis & Nohavicka, LLP

950 Third Avenue, 25th Floor, New York, New York 10022

Tel: 718.777.0400

**DEFENDANTS**

Dr Pepper Snapple Group, Inc., The American Bottling Company, and Larry Young, jointly and severally,

County of Residence of First Listed Defendant Plano, Texas

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Labor Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify) \_\_\_\_\_    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 USC §§ 201 et. seq.

Brief description of cause:

Unpaid overtime wages

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

1,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

07/26/2018

SIGNATURE OF ATTORNEY OF RECORD

*[Signature]*

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Ariadne Anna Panagopoulou, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

☒  
☒  
☐

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,

the complaint seeks injunctive relief,

the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? ☐ Yes ☒ No
- 2.) If you answered "no" above:
- a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? ☐ Yes ☒ No
- b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? ☒ Yes ☐ No
- c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? ☐ Yes ☐ No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

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

☒

Yes

☐

No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐

Yes (If yes, please explain

☒

No

I certify the accuracy of all information provided above.

Signature: Ariadne

Eastern District of New York

Civil Action No.

*Signature of Clerk or Deputy Clerk*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employees Sue Dr Pepper Snapple Group, Subsidiary for Allegedly Unpaid Overtime](#)

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