

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

AHKILAH BENJAMIN, individually and on behalf of all
other persons similarly situated,

Index No.:

Plaintiffs, **SUMMONS**

- against -

CVS ALBANY, L.L.C., CVS PHARMACY, INC., and
CVS HEALTH CORPORATION,

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to submit to the attorneys of Plaintiffs
your answering papers to the Complaint in this action within 30 days after service of this
summons. In case of your failure to submit answering papers, judgment will be taken against you
by default for the relief demanded in the complaint.

DATED: New York, New York
October 29, 2020

VIRGINIA & AMBINDER, LLP

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To:
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C/O CVS Pharmacy, Inc.
Attn: Melanie Luker
One CVS Drive,
Woonsocket, Rhode Island, 02895

CVS Pharmacy, Inc.
C T Corporation System
28 Liberty St.
New York, New York 10005

CVS Health Corporation
One CVS Drive,
Woonsocket, Rhode Island, 02895

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

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all other persons similarly situated,

Index No.:

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- against -

CLASS ACTION COMPLAINT

CVS ALBANY, L.L.C., CVS PHARMACY, INC., and
CVS HEALTH CORPORATION,

Defendants.

Named Plaintiff Ahkilah Benjamin (“Named Plaintiff”), by her attorneys Virginia & Ambinder, LLP, alleges upon knowledge to herself and upon information and belief as to all other matters as follows:

PRELIMINARY STATEMENT

1. This class action is brought against CVS Albany, L.L.C., CVS Pharmacy, Inc., and CVS Health Corporation (Collectively “CVS” or “Defendants”) to recover uniform maintenance allowance pursuant to 12 New York Codes, Rules, and Regulations (hereinafter referred to as “NYCRR”) § 142-2.5.

2. Named Plaintiff commenced this action on behalf of herself and a putative class of individuals who are presently or were formerly employed by Defendants at CVS stores in New York from March 20, 2014 to the present and were paid at or below the New York’s minimum wage rate for at least one week (collectively “Plaintiffs”).

3. Upon information and belief, since at least March 20, 2014, Defendants required its employees in New York to wear uniforms without laundering those uniforms and without providing compensation to such employees for the laundering or maintenance of those uniforms.

4. This policy and practice is a violation of 12 NYCRR 142-2.5 with respect to each employee whose regular rate of pay is at or below the minimum wage rate during any given week.

5. Named Plaintiff commenced this action in the Supreme Court for the State of New York, New York County because she resides in New York County and because she worked for CVS in New York County.

THE PARTIES

6. Named Plaintiff is an individual who is currently a resident of New York and was employed by Defendants from February 2019 until October 2020.

7. Defendant CVS Albany, L.L.C. is a New York limited liability company that, upon information and belief, is wholly owned by CVS Pharmacy, Inc.

8. Defendant CVS Pharmacy, Inc. is a Rhode Island corporation, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island, 02895, and is a wholly-owned subsidiary of CVS Health Corporation.

9. Defendant CVS Health Corporation is a business incorporated in Delaware and headquartered in Woonsocket, Rhode Island. It is an integrated pharmacy health care company that, together with its subsidiaries, operates hundreds of retail pharmacies within New York State.

10. Upon information and belief, Defendants operate the CVS stores located in New York State, including the store where Named Plaintiff was employed.

CLASS ALLEGATIONS

11. This action is properly maintainable as a class action pursuant to Article 9 of the New York Civil Practice Law and Rules.

12. This action is brought on behalf of the Named Plaintiff and a putative class consisting of each and every person who worked for Defendants at a store location within the State of New York at any time between March 20, 2014 and the present and was paid at the minimum wage rate for at least one week.

13. The putative class is so numerous that joinder of all members is impracticable. Although the precise number of such persons is presently unknown to the Named Plaintiff, upon information and belief the size of the putative class is believed to be well in excess of 40 individuals.

14. The questions of law and fact common to the putative class predominate over any questions affecting only individual members. Common questions include, but are not limited to, (1) whether Defendants were required to pay uniform maintenance allowance pursuant to 12 NYCRR 142-2.5; and (2) whether Defendants provided Plaintiffs with a uniform maintenance allowance.

15. In accordance with the schedules set forth in 12 NYCRR § 142-2.5, damages will range from \$4.75 per week (the lowest weekly allowance in 2014) to \$18.65 per week (the highest weekly allowance in 2020)¹ based on the number of weeks worked during the relevant class period at the minimum wage rate, the number of hours worked per week, the year in which the work was performed, and the location within New York where the work was performed. These varying damages are all computable using payroll and time records that Defendants are required by law to create and maintain.

16. The claims of the Plaintiff are typical to the claims of the class, because they are all current or former employees of Defendants who wore required uniforms, paid at the minimum wage and were subject to Defendants' unlawful policy and practice of failing to pay uniform maintenance allowance.

17. The Named Plaintiff and her counsel will fairly and adequately protect the interests of the putative class. The Named Plaintiff has retained counsel experienced in complex wage and

¹ The weekly allowance amount is subject to increase in accordance with the New York Labor Law and NYCRR.

hour class action litigation.

18. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, especially given the relatively small size of each individual claim.

19. The maximum uniform maintenance allowance any one Plaintiff can be owed for the period of March 20, 2014 through the date of the filing of this Complaint is under \$5,000.00. Such Plaintiff would have had to be employed in New York City and paid at the minimum wage rate each week, working more than 30 hours per week for all 52 weeks per year since March 20, 2014.

FACTS

20. Named Plaintiff primarily worked for Defendants at their store located at 130 Lenox Ave. in Manhattan from February 2019 until October 2020.

21. The CVS store where Plaintiff worked was operated by Defendants.

22. Defendants required Named Plaintiff and members of the putative class to wear a uniform in the performance of their job duties.

23. Named Plaintiff and members of the putative class wore uniforms with CVS's logo on it.

24. Named Plaintiff's regular rate of pay was \$15.00 per hour during her employment with Defendants.

25. Like Plaintiff, members of the putative class were also required to wear a uniform with CVS's logo on it.

26. Defendants did not launder the uniforms of Named Plaintiff and putative class members.

27. Defendants did not provide Named Plaintiff with compensation for the laundering or maintenance of her uniform.

28. Upon information and belief, like Plaintiff, members of the putative class were also not provided with compensation for the laundering or maintenance of their uniforms.

29. In accordance with the New York State Governor's COVID-19 Executive Orders, the statute of limitations has been and to this day remains tolled since March 20, 2020.

**FIRST CAUSE OF ACTION AGAINST DEFENDANTS:
FAILURE TO PAY ADDITIONAL AMOUNTS FOR LAUNDERING
REQUIRED UNIFORMS**

30. Named Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs.

31. The NYLL and the regulations promulgated thereunder, 12 NYCRR §142-2.5(c), provide that where an employer fails to launder or maintain required uniforms for any employee, the employer shall pay such employee, in addition to the minimum wage, a weekly allowance.

32. This weekly allowance is determined based on the year worked, hours worked per week, location worked, and the size of the employer.

33. Defendants employed Named Plaintiff and members of the putative class in New York at the New York State minimum wage rate and required such individuals to wear uniforms during the performance of their job duties.

34. In failing to launder the required uniforms and in failing to pay Plaintiffs the uniform allowance, Defendants violated the NYLL and 12 NYCRR §142-2.5(c).

35. Due to Defendant's violations of the NYLL, Plaintiffs are entitled to recover from Defendants uniform maintenance allowance in accordance with the schedules set forth in 12 NYCRR 142-2.5(c), reasonable attorneys' fees, costs, pre-judgment and post-judgment interest, and such other and further damages as is permitted in accordance with the NYLL and Article 9 of the CPLR.

WHEREFORE, Named Plaintiff, individually and on behalf of all other persons similarly situated, demands judgment:

(1) For all Plaintiffs on their first cause of action, in an amount to be determined at trial, plus reasonable attorneys' fees, costs, pre-judgment and post-judgment interest, and such other and further damages as is permitted in accordance with the NYLL and Article 9 of the CPLR.

(2) any other and further relief the Court may deem appropriate.

Dated: New York, New York
October 28, 2020

VIRGINIA & AMBINDER, LLP

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Attorneys for Plaintiff and the putative class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [New York CVS Stores Refuse to Cover Work Uniform Maintenance Costs, Class Action Claims](#)
