

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MANUEL ISAIAS CAMPOS, on behalf of himself,
individually, and on behalf of all others similarly-situated,

COMPLAINT

Plaintiff,

Docket No.: 18-cv-6346

-against-

Jury Trial Demanded

GURU TEG HOLDING INC., d/b/a MAHARAJA
FARMERS MARKET, and AKSHAR HOLDINGS INC.,
d/b/a MAHARAJA FARMERS MARKET, and KRISHNA
HOLDING INC., d/b/a MAHARAJA FARMERS MARKET,
and AMANDEEP SINGH a/k/a “TONY” SINGH, individually,
and SUNIL PATEL, individually,

Defendants.

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MANUEL ISAIAS CAMPOS (“Plaintiff” or “Campos”), on behalf of himself, individually, and on behalf of all others similarly-situated, (collectively as “FLSA Plaintiffs” and/or “Rule 23 Plaintiffs,” as those terms are defined below), by and through his attorneys, BORRELLI & ASSOCIATES, P.L.L.C., as and for his Complaint against GURU TEG HOLDING INC., d/b/a MAHARAJA FARMERS MARKET (“Guru”), AKSHAR HOLDINGS INC., d/b/a MAHARAJA FARMERS MARKET (“Akshar”), KRISHNA HOLDING INC., d/b/a MAHARAJA FARMERS MARKET (“Krishna”), and AMANDEEP SINGH a/k/a “TONY” SINGH (“Singh”), individually, and SUNIL PATEL (“Patel”), individually, (collectively, where appropriate, as “Defendants”), alleges upon knowledge as to himself and his own actions and upon information and belief as to all other matters as follows:

NATURE OF CASE

1. This is a civil action for damages and equitable relief based upon violations that the Defendants committed of Plaintiff's rights guaranteed to him by: (i) the overtime provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207(a); (ii) the overtime provisions of the New York Labor Law ("NYLL"), NYLL § 160; N.Y. Comp. Codes R. & Regs. ("NYCRR") tit. 12, §§ 142-2.2 and/or 146-1.4; (iii) the minimum wage provisions of the NYLL, NYLL § 160; 12 NYCRR §§ 142-2.1 and/or 146-1.2; (iv) the NYLL's requirement that employees receive one hour's pay at the minimum wage rate for any day in which the spread of hours exceeds ten, NYLL § 652(1); 12 NYCRR §§ 142-2.4 and/or 146-1.6; (v) the NYLL's requirement that employers furnish employees with wage statements containing specific categories of accurate information on each payday, NYLL § 195(3); (vi) the NYLL's requirement that employers furnish employees with a wage notice containing specific categories of accurate information upon hire, NYLL § 195(1); and (vii) any other claim(s) that can be inferred from the facts set forth herein.

2. Plaintiff worked for Defendants - - three corporations that operate as a single enterprise to run a chain of Long Island and New York City grocery stores and their joint owners and day-to-day overseers - - in the meat department of Defendants' Hicksville, New York location, from approximately September 2015 until July 23, 2018. As described below, throughout Plaintiff's employment, Defendants willfully failed to pay Plaintiff overtime wages lawfully due to him under the FLSA and the NYLL. Specifically, for the entirety of his employment, Defendants required Plaintiff to routinely work, and Plaintiff did in fact work, in excess of forty hours each week, or virtually each week, but Defendants failed to compensate Plaintiff at the statutorily-required overtime rate for any hours that he worked in a week in excess of forty.

Instead, Defendants paid Plaintiff a flat weekly wage that operated to cover only the first forty hours that he worked per week.

3. Additionally, Defendants violated the NYLL and the NYCRR by failing to: pay Plaintiff at an effective hourly rate of at least the New York minimum wage for each hour that Plaintiff worked; pay Plaintiff a spread of hours premium for each day that Plaintiff worked during which the spread of hours of his shift exceeded ten; provide Plaintiff with any wage statements on each payday, let alone accurate ones; or provide Plaintiff with any wage notice at hire, also let alone an accurate one.

4. Defendants paid and treated all of their non-managerial employees in the same manner.

5. Accordingly, Plaintiff brings this lawsuit against Defendants pursuant to the collective action provisions of the FLSA, 29 U.S.C. § 216(b), on behalf of himself, individually, and on behalf of all other persons similarly-situated during the applicable FLSA limitations period who suffered damages as a result of the Defendants' violations of the FLSA. Plaintiff brings his claims under the NYLL and supporting regulations on behalf of himself, individually, and on behalf of any FLSA Plaintiff, as that term is defined below, who opts-into this action.

6. Plaintiff also bring this lawsuit as a class action pursuant to Federal Rule of Civil Procedure ("FRCP") 23, on behalf of himself, individually, and on behalf of all other persons similarly-situated during the applicable NYLL limitations period who suffered damages as a result of Defendants' violations of the NYLL and the supporting New York State Department of Labor Regulations.

JURISDICTION AND VENUE

7. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331, as this action arises under 29 U.S.C. § 201, *et seq.* The supplemental jurisdiction of the Court is invoked pursuant to 28 U.S.C. § 1367 over all claims arising under New York law.

8. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions giving rise to the claims for relief occurred within this judicial district.

PARTIES

9. At all relevant times herein, Plaintiff worked for Defendants in New York and was an “employee” entitled to protection as defined by the FLSA, the NYLL, and the NYCRR.

10. At all relevant times herein, Defendant Guru was and is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 265 South Broadway, Hicksville, New York 11801. Defendant Guru is registered with the New York State Department of State to receive service at 1011 Wolver Hollow Road, Oyster Bay, New York 11771.

11. At all relevant times herein, Defendant Akshar was and is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 1620 Hillside Boulevard, New Hyde Park, New York 11040. Defendant Akshar is also registered with the New York State Department of State to receive service at 1011 Wolver Hollow Road, Oyster Bay, New York 11771.

12. At all relevant times herein, Defendant Krishna was and is a corporation organized and existing under the laws of the State of New York, with a principal place of business located at 249-12 Hillside Avenue, Bellerose, New York 11426. Defendant Krishna is also registered with

the New York State Department of State to receive service at 1011 Wolver Hollow Road, Oyster Bay, New York 11771.

13. At all relevant times herein, Defendants Singh and Patel were and are the joint owners and day-to-day overseers of the three entity Defendants, and were and are ultimately responsible for all matters with respect to determining Defendants' employees' rates and methods of pay and hours worked. Furthermore, Defendants Singh and Patel had and exercised the power to hire and fire and approve all personnel decisions with respect to Defendants' employees, including Plaintiff.

14. At all relevant times herein, all Defendants were and are "employers" within the meaning of the FLSA, the NYLL, and the NYCRR. Additionally, the three entity Defendants' qualifying annual business exceeded and exceeds \$500,000, and the entity Defendants were and are engaged in interstate commerce within the meaning of the FLSA as they employed and employ two or more employees, buy food products and other goods from vendors in states other than New York that they then sell to their customers, and also accept credit cards as a form of payment based on cardholder agreements with out-of-state companies, as well as cash that naturally moves across state lines, the combination of which subjects the entity Defendants to the FLSA's overtime requirements as an enterprise.

COLLECTIVE ACTION ALLEGATIONS

15. Plaintiff seeks to bring this suit to recover from Defendants unpaid overtime compensation and liquidated damages pursuant to the applicable provisions of the FLSA, 29 U.S.C. § 216(b), individually, on his own behalf, as well as on behalf of those in the following collective:

Current and former non-managerial employees of Defendants, who during the applicable FLSA limitations period, performed any work for Defendants, and who consent to file a claim to recover damages for overtime compensation, as well as liquidated damages, which are legally due to them (“FLSA Plaintiffs”).

16. Defendants treated Plaintiff and all FLSA Plaintiffs similarly in that Plaintiff and all FLSA Plaintiffs: (1) performed similar tasks, as described in the “Background Facts” section below; (2) were subject to the same laws and regulations; (3) were paid in the same or similar manner; (4) were required to work in excess of forty hours in a workweek; and (5) were not paid the required one and one-half times their respective regular rates of pay for all hours worked per workweek in excess of forty.

17. At all relevant times, Defendants are and have been aware of the requirements to pay Plaintiff and FLSA Plaintiffs at an amount equal to the rate of one and one-half times their respective regular rates of pay for all hours worked each workweek above forty, yet they purposefully and willfully chose and choose not to do so.

18. Thus, all FLSA Plaintiffs are victims of Defendants’ pervasive practice of willfully refusing to pay their employees overtime compensation for all hours worked per workweek above forty in violation of the FLSA.

RULE 23 CLASS ALLEGATIONS

19. In addition, Plaintiff seeks to maintain this action as a class action pursuant to FRCP 23(b)(3), individually, on his own behalf, as well as on the behalf of those who are similarly-situated whom, during the applicable limitations period, Defendants also subjected to violations of the NYLL and the NYCRR.

20. Under FRCP 23(b)(3), Plaintiff must plead that:

- a. The class is so numerous that joinder is impracticable;

- b. There are questions of law or fact common to the class that predominate over any individual questions of law or fact;
 - c. Claims or defenses of the representative are typical of the class;
 - d. The representative will fairly and adequately protect the class; and
 - e. A class action is superior to other methods of adjudication.
21. Plaintiff seeks certification of the following FRCP 23 class:

Current and former non-managerial employees of Defendants who, at any time during the applicable NYLL limitations period, performed any work for Defendants within the State of New York (“Rule 23 Plaintiffs”).

Numerosity

22. During the applicable NYLL statutory period Defendants have, in total, employed at least forty employees that are putative members of this class.

Common Questions of Law and/or Fact

23. There are questions of law and fact common to each and every Rule 23 Plaintiff that predominate over any questions solely affecting individual members of the FRCP 23 Class, including but not limited to the following: (1) the duties that Defendants required and require each Rule 23 Plaintiff to perform; (2) the manner of compensating each Rule 23 Plaintiff; (3) whether the Rule 23 Plaintiffs worked and work in excess of forty hours in a workweek; (4) whether Defendants failed or fail to pay the Rule 23 Plaintiffs at the statutorily required rate of one and one-half times their respective regular rates of pay for all hours worked in excess of forty in a workweek; (5) whether Defendants failed and fail to pay the Rule 23 Plaintiffs at least at the New York minimum wage for all hours worked; (6) whether Defendants failed or fail to pay the Rule 23 Plaintiffs a spread of hours premium for all days worked in which the spread of hours exceeded or exceeds ten; (7) whether Defendants furnished and furnish the Rule 23 Plaintiffs with accurate

wage statements on each payday containing the information that NYLL § 195(3) requires; (8) whether Defendants furnished and furnish the Rule 23 Plaintiffs with accurate wage notices upon hire containing the information that NYLL § 195(1) requires; (9) whether Defendants kept and maintained accurate records of hours that the Rule 23 Plaintiffs worked; (10) whether Defendants kept and maintained records with respect to the compensation that they paid to the Rule 23 Plaintiffs; (11) whether Defendants have any affirmative defenses to any of the Rule 23 Plaintiffs' claims; (12) whether Defendants' actions with respect to the Rule 23 Plaintiffs were in violation of the NYLL and the NYCRR; and (13) if so, what constitutes the proper measure of damages.

Typicality of Claims and/or Defenses

24. As described in the "Background Facts" section below, Defendants employed and/or employ Plaintiff and the Rule 23 Plaintiffs within the meaning of the NYLL. Plaintiff's claims are typical of the claims of the Rule 23 Plaintiffs whom he seeks to represent, as the Rule 23 Plaintiffs work and/or have worked for Defendants as non-managerial employees, and Defendants failed and fail to: (1) pay them overtime pay at one and one-half times their straight-time wage for all hours worked in a week over forty; (2) pay them at least at the New York minimum wage rate for all hours worked; (3) pay them a spread of hours premium when appropriate; (4) provide them with accurate wage statements on each payday; and (5) provide them with any wage notice upon hire, let alone an accurate one.

25. Plaintiff and the Rule 23 Plaintiffs have all sustained similar types of damages as a result of Defendants' failure to comply with the NYLL and the NYCRR. Plaintiff and the Rule 23 Plaintiffs all have suffered injury, including lack of compensation or under-compensation, due to Defendants' common policies, practices, and patterns of conduct. Thus, Plaintiff's claims

and/or Defendants' defenses to those claims are typical of the Rule 23 Plaintiffs' claims and/or Defendants' defenses to those claims.

Adequacy

26. Plaintiff, as described below, worked the same or similar hours as the Rule 23 Plaintiffs throughout his employment with Defendants. Defendants did not pay Plaintiff at the statutorily required rate of one and one-half times his regular hourly wage for all hours worked over forty in a workweek, did not pay Plaintiff at least at the New York minimum wage for all hours worked, and/or a spread of hours premium when the spread of hours exceeded ten, and did not furnish Plaintiff with accurate wage statements on each payday or with an accurate wage notice upon hire, which is substantially similar to how Defendants paid and treated and pay and treat the Rule 23 Plaintiffs. Plaintiff fully anticipates providing discovery responses and testifying under oath as to all of the matters raised in this Complaint and that will be raised in Defendants' Answer. Thus, Plaintiff would properly and adequately represent the current and former employees whom Defendants have subjected to the treatment alleged herein.

27. Additionally, Plaintiff's counsel has substantial experience in this field of law.

Superiority

28. Plaintiff has no, or very few, material facts relating to the Rule 23 Plaintiffs' claims that are atypical of those of the putative class. Indeed, at all relevant times herein, Defendants treated Plaintiff identically, or at the very least, substantially similarly, to the Rule 23 Plaintiffs.

29. Any lawsuit brought by a non-managerial employee of Defendants would be identical to a suit brought by any other non-managerial employee for these same violations. Thus, separate litigation would risk inconsistent results.

30. Accordingly, this means of protecting the Rule 23 Plaintiffs' rights is superior to any other method, and this action is properly maintainable as a class action under FRCP 23(b)(3).

BACKGROUND FACTS

31. Defendants own and operate a chain of grocery stores on Long Island and in New York City - - all of which, despite being incorporated discretely, do business under the same name, Maharaja Farmers Market - - consisting, at least, of a location at 265 South Broadway, Hicksville, New York 11801, where Plaintiff worked, a location at 1620 Hillside Boulevard, New Hyde Park, New York 11040, and a location at 249-12 Hillside Avenue, Bellerose, New York 11426.

32. Defendants Singh and Patel jointly own, operate, and manage all of the grocery store locations of the entity Defendants, are both ultimately responsible for all matters with respect to determining employees' rates and methods of pay and hours worked, determining employees' work locations, distributing work duties, and exercising the power to hire and fire and approve all personnel decisions with respect to Defendants' employees, including Plaintiff.

33. Furthermore, the entity Defendants have an interrelation of operations as they: share employees with one another; concurrently control labor relations between employees and management; are commonly managed by the same personnel, namely Defendants Singh and Patel; and are commonly owned and controlled financially.

34. Moreover, Defendants employ one single manager to oversee the meat departments in all three store locations, share a common set of investor-owner managers, namely Defendants Singh and Patel, regularly send employees from the Hicksville location to cover for absent employees in the Bellerose and New Hyde Park locations as needed, and share advertisement and promotional campaigns amongst their locations.

35. In at least the Hicksville location, Defendants also offer ready-to-eat foods for sale that Defendants prepare on the premises, a dining area in the immediate vicinity of the prepared foods counter so that customers can consume the foods on the premises, and catering services. Employees of different departments in the supermarket, including Plaintiff and other employees of the meat department, provide and prepare the raw ingredients that Defendants then cook and sell as ready-to-eat foods.

36. Defendants have, at all relevant times, employed at least eleven employees.

37. In or around September 2015, Plaintiff commenced his employment with Defendants in the meat department of Defendants' Hicksville location. Plaintiff worked in this position until July 23, 2018.

38. In this capacity, Plaintiff's duties included, *inter alia*, assisting customers at the meat counter, cutting, preparing, packaging, and pricing meat for sale, as well as cutting and preparing meat for use in the Hicksville location's in-store prepared foods section.

39. Throughout his entire employment, Defendants required Plaintiff to work, and he did in fact work, at least twelve hours a day, six days per week. More specifically, Plaintiff worked from either 9:00 a.m. until 9:00 p.m., or 8:00 a.m. until 8:00 p.m. each day; however, at least twice a week, Defendants required Plaintiff to work from 8:00 a.m. or 9:00 a.m. until 10:00 p.m. or 11:00 p.m. During each shift Plaintiff received a thirty-minute uninterrupted break. Accordingly, throughout his employment, Defendants required Plaintiff to work, and Plaintiff did work, from sixty-nine to seventy-five hours per week.

40. Throughout his employment, regardless of how many hours that he worked in a week, Defendants compensated Plaintiff at a flat weekly rate of \$600.00, which was intended to and operated by law to cover only the first forty hours that Plaintiff worked each week.

41. By way of example only, during the week of August 29 through September 4, 2016, Defendants required Plaintiff to work, and he did in fact work, the following schedule:

Monday, August 29, 2016: 9:00 a.m. until 9:00 p.m.;

Tuesday, August 30, 2016: 9:00 a.m. until 9:00 p.m.;

Wednesday, August 31, 2016: 9:00 a.m. until 10:00 p.m.;

Thursday, September 1, 2016: off;

Friday, September 2, 2016: 9:00 a.m. until 9:00 p.m.;

Saturday, September 3, 2016: 9:00 a.m. until 9:00 p.m.;

Sunday, September 4, 2016: 9:00 a.m. until 9:00 p.m.;

Thus, Plaintiff worked a total of seventy hours that week. In exchange for his work, Defendants paid Plaintiff a flat salary of \$600.00, which amounts to \$15.00 per hour for his first forty hours of work only. Thus, Defendants did not pay Plaintiff at any rate for the thirty hours that he worked during this week in excess of forty. Defendants also paid Plaintiff at an effective rate this week that fell below the New York minimum wage for all hours worked.

42. By way of a second example only, during the week of May 22 through May 28, 2017, Defendants required Plaintiff to work, and he did in fact work, the following schedule:

Monday, May 22, 2017: 9:00 a.m. until 9:00 p.m.;

Tuesday, May 23, 2017: 9:00 a.m. until 10:00 p.m.;

Wednesday, May 24, 2017: 9:00 a.m. until 9:00 p.m.;

Thursday, May 25, 2017: off;

Friday, May 26, 2017: 9:00 a.m. until 10:00 p.m.;

Saturday, May 27, 2017: 9:00 a.m. until 9:00 p.m.;

Sunday, May 28, 2017: 9:00 a.m. until 9:00 p.m.;

Thus, Plaintiff worked a total of seventy-one hours that week. In exchange for his work, Defendants paid Plaintiff a flat salary of \$600.00, which amounts to \$15.00 per hour for his first forty hours of work only. Thus, Defendants did not pay Plaintiff at any rate for the thirty-one hours that he worked during this week in excess of forty. Defendants also paid Plaintiff at an effective rate this week that fell below the New York minimum wage for all hours worked.

43. Additionally, on those occasions when Defendants required Plaintiff to work, and Plaintiff did work, a shift the spanned in excess of ten hours from beginning to end, which was every work day, including those in the two weeks described in the prior paragraphs, Defendants did not compensate Plaintiff with an additional one hour's pay at the minimum wage rate.

44. Defendants paid Plaintiff in cash on a weekly basis.

45. On each occasion when they paid Plaintiff, Defendants failed to actually provide Plaintiff with any wage statement, let alone one that accurately listed, *inter alia*, his straight and overtime rates of pay for all hours worked for that week, computed at the proper rates of pay for every hour worked. Rather, as a prerequisite to receive his pay each week, Defendants required that Plaintiff sign a wage statement that purported to accurately list the criteria specified in the NYLL, including Plaintiff's total work hours, wages calculated at the regular and overtime rates of pay, and spread of hours wages for that week. But after Plaintiff did so, Defendants would confiscate the document and then pay Plaintiff his flat weekly salary of \$600.00, which was substantially less than the amount included on the wage statements that Defendants forced Plaintiff to sign and then kept. This practice occurred during each week of Plaintiff's employment.

46. Additionally, upon hire, Defendants failed to provide Plaintiff with any wage notice, let alone one that accurately contained, *inter alia*, his rates of pay and basis thereof, whether he would be paid by the hour, shift, day, week, salary, piece, commission, or other, any allowances

claimed, or the regular pay day on which Plaintiff would be paid. Instead, Defendants required Plaintiff, a native Spanish speaker, to sign a blank wage notice that was entirely in English and then refused to provide Plaintiff with a copy of the document.

47. Defendants treated Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs in the same manner described herein.

48. Defendants acted in this manner to maximize their profits and minimize their labor costs and overhead.

49. Each hour that Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs worked was for Defendants' benefit.

FIRST CLAIM FOR RELIEF AGAINST DEFENDANTS

Unpaid Overtime Under the FLSA

50. Plaintiff and FLSA Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

51. 29 U.S.C. § 207(a) requires employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for all hours worked exceeding forty in a workweek.

52. As described above, Defendants are employers within the meaning of the FLSA, while Plaintiff and FLSA Plaintiffs are employees within the meaning of the FLSA.

53. As also described above, Plaintiff and FLSA Plaintiffs worked in excess of forty hours in a workweek, yet Defendants failed to compensate them in accordance with the FLSA's overtime provisions.

54. Defendants willfully violated the FLSA.

55. Plaintiff and FLSA Plaintiffs are entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.

56. Plaintiff and FLSA Plaintiffs are also entitled to liquidated damages and attorneys' fees for Defendants' violations of the FLSA's overtime provisions.

SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS

Unpaid Overtime Under the NYLL and the NYCRR

57. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

58. NYLL § 160 and 12 NYCRR §§ 142-2.2 and/or 146-1.4 require employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for all hours worked exceeding forty in a workweek.

59. As described above, Defendants are employers within the meaning of the NYLL and the NYCRR, while Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are employees within the meaning of the NYLL and the NYCRR.

60. As also described above, Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, worked in excess of forty hours in a workweek, yet Defendants failed to compensate them in accordance with the NYLL's and the NYCRR's overtime provisions.

61. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are entitled to their overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.

62. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are also entitled to liquidated damages, interest, and attorneys' fees for Defendants' violations of the NYLL's and the NYCRR's overtime provisions.

THIRD CLAIM FOR RELIEF AGAINST DEFENDANTS

Unpaid Minimum Wages Under the NYLL and the NYCRR

63. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, repeat, reiterate and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

64. NYLL § 652(1) and 12 NYCRR §§ 142-2.1 and/or 146-1.2 prescribe a minimum wage that employers must pay to their employees for each hour worked.

65. As described above, Defendants are employers within the meaning of the NYLL and the NYCRR, while Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are employees within the meaning of the NYLL and the NYCRR.

66. As also described above, Defendants failed to compensate Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, for all hours worked in accordance with the NYLL's and the NYCRR's minimum wage provisions.

67. At the least, Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are entitled to pay at the minimum wage rate for all hours worked each week.

68. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are also entitled to liquidated damages, interest, and attorneys' fees for Defendants' violations of the NYLL's and the NYCRR's minimum wage provisions.

FOURTH CLAIM FOR RELIEF AGAINST DEFENDANTS

Violation of the NYLL's and the NYCRR's Spread of Hours Requirement

69. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

70. NYLL § 652 and 12 NYCRR §§ 142-2.4 and/or 146-1.6 provide that an employee shall receive one hour's pay at the minimum hourly wage rate for any day worked in which the spread of hours exceeds ten.

71. As described above, Defendants are employers within the meaning of the NYLL and the NYCRR, while Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are employees within the meaning of the NYLL and the NYCRR.

72. As also described above, Defendants failed to provide Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, with spread of hours pay on each day when their spread of hours worked exceeded ten.

73. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are entitled to recover an hour's pay, at the minimum wage rate, for all days during which their spread of hours worked exceeded ten.

74. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, are also entitled to liquidated damages, interest, and attorneys' fees for Defendants' failure to pay the required spread of hours pay.

FIFTH CLAIM FOR RELIEF AGAINST DEFENDANTS
Failure to Furnish Proper Wage Statements in Violation of the NYLL

75. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

76. NYLL § 195(3) requires that employers furnish employees with wage statements containing accurate, specifically enumerated criteria on each occasion when the employer pays wages to the employee.

77. As described above, Defendants, on each payday, failed to furnish Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, with wage statements accurately containing all of the criteria required under the NYLL.

78. Prior to February 27, 2015, pursuant to NYLL § 198(1-d), Defendants are liable to Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, in the amount of \$100 for each workweek after the violation occurred, up to a statutory cap of \$2,500.

79. On or after February 27, 2015, pursuant to NYLL § 198(1-d), Defendants are liable to Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, in the amount of \$250 for each workday after the violation occurred, up to a statutory cap of \$5,000.

SIXTH CLAIM FOR RELIEF AGAINST DEFENDANTS

Failure to Furnish Proper Wage Notices in Violation of the NYLL

80. Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

81. NYLL § 195(1) requires that employers provide employees with a wage notice at the time of hire containing accurate, specifically enumerated criteria.

82. As described above, Defendants failed to provide Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, with a wage notice at hire accurately containing all of the criteria enumerated under the NYLL.

83. Prior to February 27, 2015, pursuant to NYLL § 198(1-b), Defendants are liable to Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, in the amount of \$50 for each workweek after the violation occurred, up to a statutory cap of \$2,500.

84. On or after February 27, 2015, pursuant to NYLL § 198(1-b), Defendants are liable to Plaintiff, Rule 23 Plaintiffs, and any FLSA Plaintiff who opts-into this action, in the amount of \$50 for each workday after the violation occurred, up to a statutory cap of \$5,000.

DEMAND FOR A JURY TRIAL

85. Pursuant to FRCP 38(b), Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs demand a trial by jury in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs demand judgment against Defendants as follows:

- a. A judgment declaring that the practices complained of herein are unlawful and in willful violation of the aforementioned United States and New York State Laws;
- b. Preliminary and permanent injunctions against Defendants and their officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;
- c. An order restraining Defendants from any retaliation against Plaintiff, FLSA Plaintiffs, and/or Rule 23 Plaintiffs for participation in any form of this litigation;
- d. Designation of this action as an FLSA collective action on behalf of Plaintiff and FLSA Plaintiffs and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to the FLSA Plaintiffs, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b), and tolling of the statute of limitations;

e. Certification of the claims brought in this case under the NYLL and the NYCRR as a class action pursuant to FRCP 23;

f. All damages that Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs have sustained as a result of Defendants' conduct, including all unpaid wages and any short fall between wages paid and those due under the law that Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs would have received but for Defendants' unlawful payment practices;

g. Liquidated damages and any other statutory penalties as recoverable under the FLSA and the NYLL;

h. Awarding Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs their reasonable attorneys' fees, as well as their costs and disbursements incurred in connection with this action, including expert witness fees and any other costs and expenses, and an award of a service payment to Plaintiff;

i. Designation of Plaintiff and his counsel as class/collective action representatives under the FRCP and the FLSA;

j. Pre-judgment and post-judgment interest, as provided by law; and

k. Granting Plaintiff, FLSA Plaintiffs, and Rule 23 Plaintiffs other and further relief
as this Court finds necessary and proper.

Dated: Garden City, New York
November 7, 2018

Respectfully submitted,

BORRELLI & ASSOCIATES, P.L.L.C.

Attorneys for Plaintiff

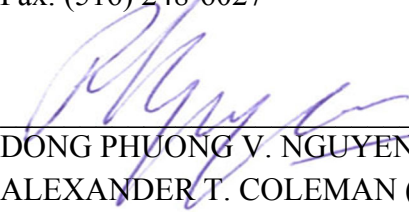
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DONG PHUONG V. NGUYEN (DN 7326)

ALEXANDER T. COLEMAN (AC 8151)

MICHAEL J. BORRELLI (MB 8533)

Complete and Mail To:
BORRELLI & ASSOCIATES, P.L.L.C.
Attn: MANUEL ISAIAS CAMPOS, et al. v. GURU TEG HOLDING INC., d/b/a MAHARAJA
FARMERS MARKET, et al.
910 Franklin Avenue, Suite 200
Garden City, New York 11530
Tel: (516) 248-5550
Fax: (516) 248-6027

CONSENT TO JOIN COLLECTIVE ACTION

I hereby consent to join the lawsuit, entitled MANUEL ISAIAS CAMPOS, on behalf of himself and all those similarly situated, v. GURU TEG HOLDING INC., d/b/a MAHARAJA FARMERS MARKET, et al, Docket No.: _____ brought pursuant to the Fair Labor Standards Act, the New York State Labor Law, and the New York Code of Rules and Regulations.

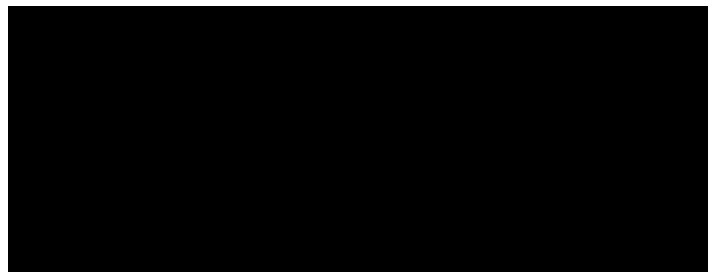
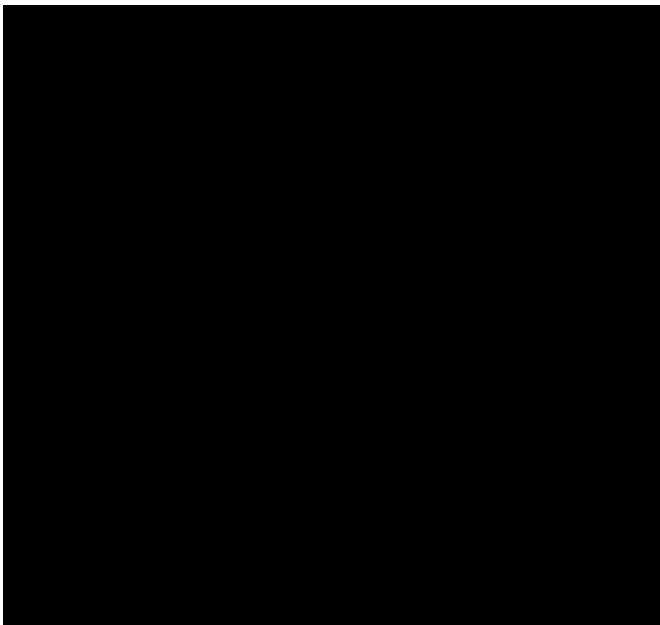
By signing below, I state that I am currently or was formerly employed by the Defendants at some point during the previous six years. I elect to join this case in its entirety with respect to any wage and hour-related claims asserted in the complaint filed in this matter and/or under any Federal and State law, rule or regulation.

I hereby designate Borrelli & Associates, P.L.L.C. ("Plaintiffs' Counsel") to represent me for all purposes of this action.



Signature

Manuel Isaiás Campos Henríquez
Full Legal Name (Print)



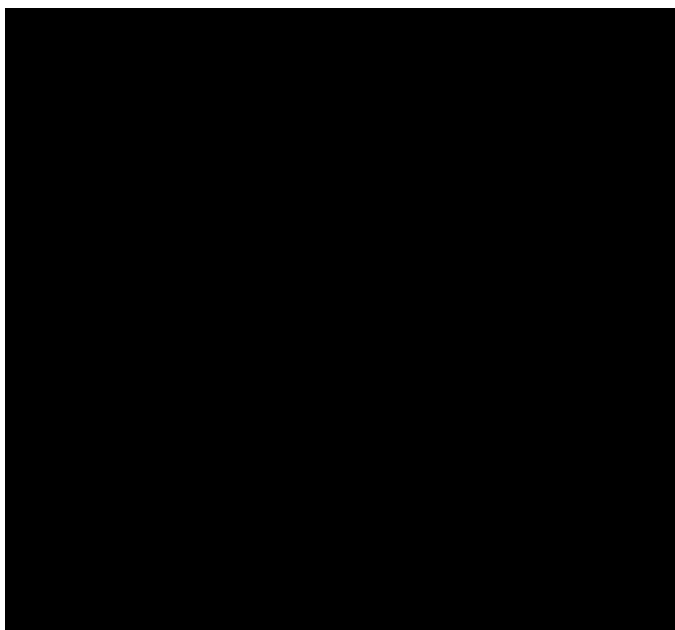
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CONSENTIMIENTO PARA UNIRSE A UNA ACCIÓN COLECTIVA

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y en nombre de todos aquellos similarmente mismo situado, v. GURU TEG HOLDING INC., d/b/a
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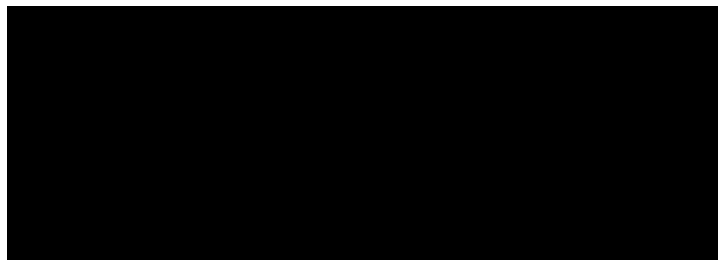
Al firmar abajo, yo declaro que estoy actualmente o fui anteriormente un empleado para
los acusados en algún momento durante los seis años anteriores. Yo dentro a este caso en su
totalidad con respecto a cualquier salario y reclamaciones relacionadas con la hora en la denuncia
presentada en la queja sometida o bajo cualquier ley Federal y estatal, regla o reglamento.

Por la presente designo a Borrelli & Associates, P.L.L.C. (“Abogados de los
Demandantes”) que me represente a todos los efectos de esta acción.



Firma

Manuel Isaías Campos Henríquez
Nombre Completo



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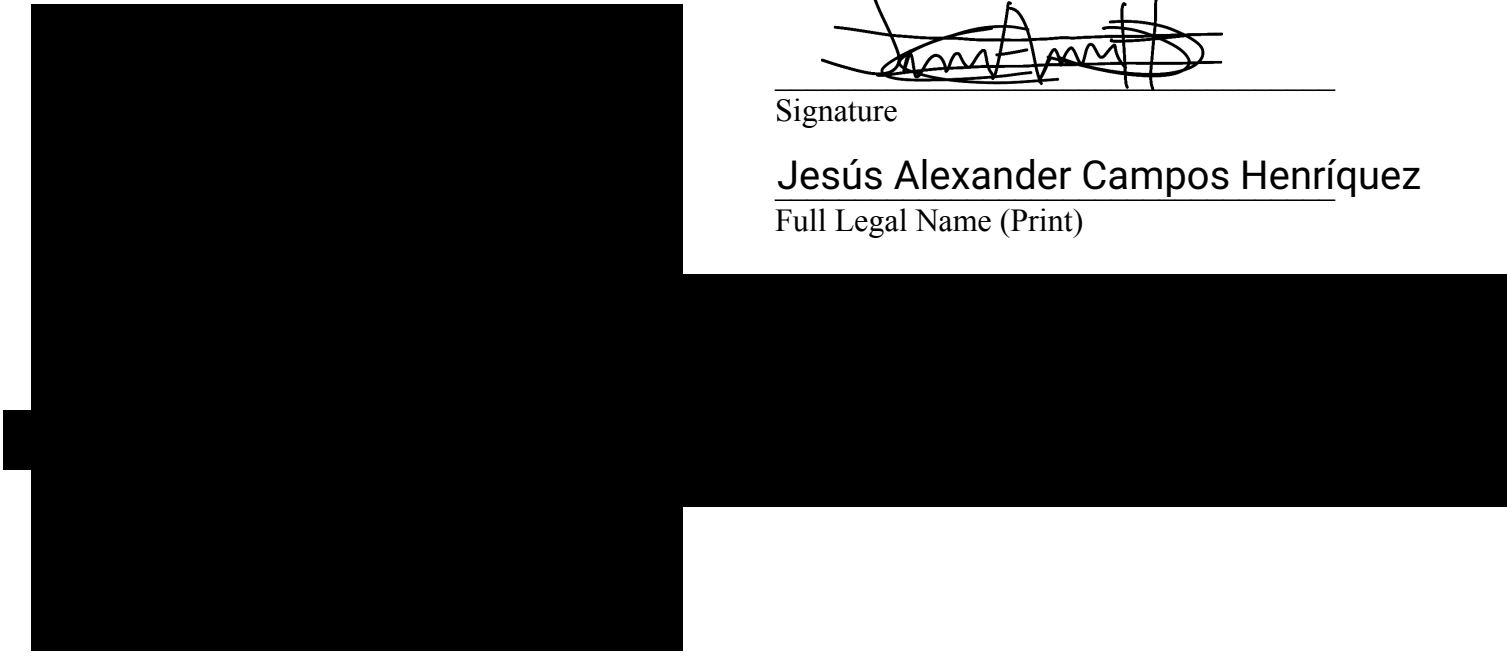
I also designate MANUEL ISAIAS CAMPOS, the class representative who brought the above-referenced lawsuit, as my agent to make decisions on my behalf concerning the litigation and the method and manner of conducting the litigation. I also state that I have entered into my own retainer agreement with Plaintiffs' Counsel or consent to the retainer agreement entered into by Mr. CAMPOS, concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.



Signature

Jesús Alexander Campos Henríquez

Full Legal Name (Print)



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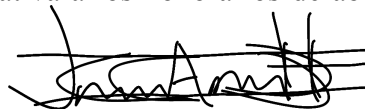
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Demandantes”) que me represente a todos los efectos de esta acción.

Tambien designo a MANUEL ISAIAS CAMPOS, el representante de la clase quien trajo
esta demanda, como mi agente para hacer las decisiones en mi nombre sobre la demanda y el
método y la forma de llevar acabo esta demanda. Yo tambien decalro que he entrado en mi propio
acuerdo de retención con los Abogados de los Demandantes o doy mi consentimiento de los
acuerdos de retención suscritos por el Señor CAMPOS relativa a los honorarios de abogados y
costos, y todas mas cuestiones relativas a esta demanda.



Firma

Jesús Alexander Campos Henríquez

Nombre Completo

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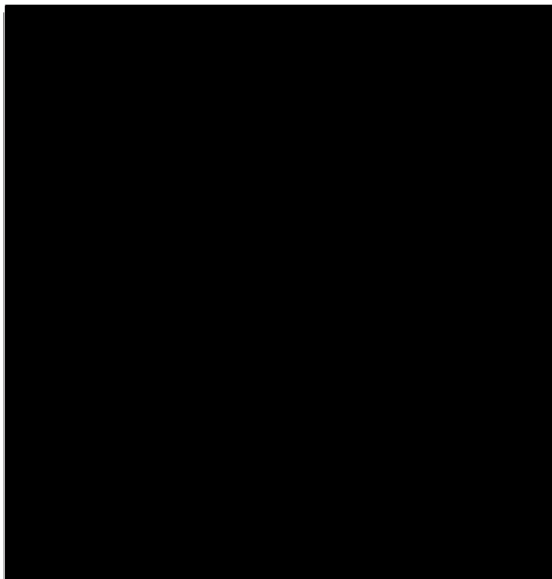
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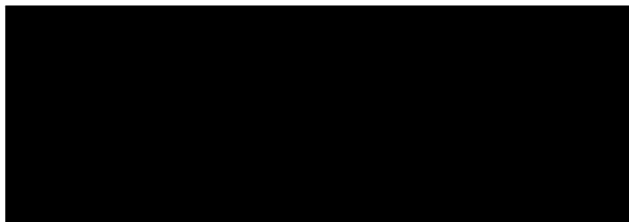
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Ismael H.D.
Signature

ISMAEL HERNANDEZ DIAZ
Full Legal Name (Print)



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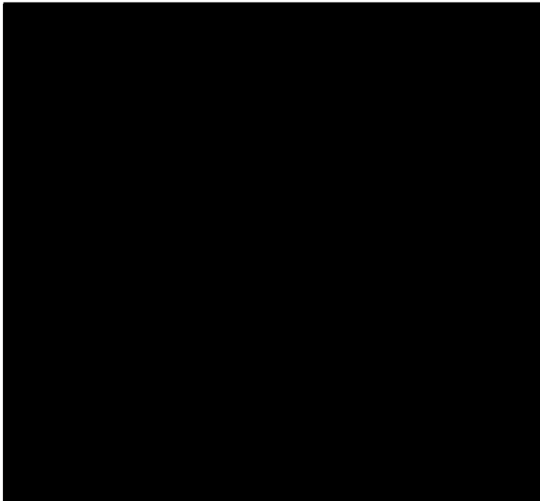
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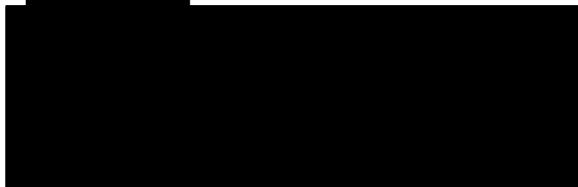


Ismael.H.D.

Firma

ISMAEL HERMANDEZ DIAZ

Nombre Completo



ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Maharaja Farmers Market Facing Ex-Employee's Wage and Hour Suit](#)
