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7 *Attorneys for Plaintiffs*

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

10 Jean Carlos Aguirre, Hector Aguilar, Elvis)
11 Palacios, and Edwin Palacios, *on behalf of*)
12 *themselves and others similarly situated,*)
13)
14 *Plaintiffs,*)

COLLECTIVE ACTION
COMPLAINT

15 -v-)

16 A & E Plumbing Corp., A & E Plumbing and)
17 Heating Corp., Dimitri Tsioulidis, Nico)
18 Tsioulidis, and Estella Tsioulidis, *jointly and*)
19 *severally,*)
20)
21 *Defendants.*)

22 **NATURE OF THE ACTION**

23 1. Plaintiffs Jean Carlos Aguirre, Hector Aguilar, Elvis Palacios, and Edwin
24 Palacios ("Plaintiffs"), bring this action under the Fair Labor Standards Act ("FLSA"), 29
25 U.S.C. §§ 201 *et. seq.* on behalf of themselves and others similarly situated, in order to remedy
26 Defendants' wrongful withholding of Plaintiffs' overtime compensation. Plaintiffs also bring
27 these claims under New York Labor Law ("NYLL"), Article 6, §§ 190 *et. seq.*, Article 19, §§
28 650 *et. seq.* as well as the supporting New York State Department of Labor Regulations for
violations of minimum and overtime wage requirements, and failure to comply with notice and
record-keeping requirements.

THE PARTIES

Plaintiffs:

6. Plaintiff Jean Carlos Aguirre (“Jean Carlos”) is an adult individual residing in the state of New York, County of Queens.

7. Plaintiff Hector Aguilar (“Hector”) is an adult individual residing in the state of New York, County of Kings.

8. Plaintiff Elvis Palacios (“Elvis”) is an adult individual residing in the state of New York, County of Queens.

9. Plaintiff Edwin Palacios (“Edwin”) is an adult individual residing in the state of New York, County of Queens.

10. During the relevant time period, Plaintiffs were covered employees within the meaning of the FLSA, 29 U.S.C. § 203(e), employed by Defendants, A & E Plumbing Corp., A & E Plumbing and Heating Corp., Dimitri Tsioulidis, Nico Tsioulidis, and Estella Tsioulidis (collectively “Defendants”) and performed work in New York.

11. At all relevant times, Plaintiffs were employed by Defendants within the meaning of the NYLL §§ 2, 190, and 651.

12. 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:

13. A & E Plumbing Corp. is a domestic business corporation formed on August 19, 2010, organized and existing under the laws of the state of New York.

14. A & E Plumbing and Heating Corp. is a domestic business corporation, formed on January 29, 2016, organized and existing under the laws of the state of New York.

1 15. Upon information and belief, the Corporate Defendants are related or affiliate
2 entities and act as a single integrated employer and/or joint employers of Plaintiffs.

3 16. Corporate Defendants operate via an office located in 04-05 25th Avenue,
4 Astoria, New York 11102.

5 17. At all relevant times, A & E Plumbing Corp. and A & E Plumbing and Heating
6 Corp. both individually and jointly maintained control, oversight, and direction over the
7 Plaintiffs, including timekeeping, payroll and other employment practices that applied to them.
8

9 18. A & E Plumbing Corp. and A & E Plumbing and Heating Corp., are involved in
10 numerous high scale projects, both in New York and in New Jersey, and employ approximately
11 25 employees at any given time.
12

13 19. At all relevant times, Defendants were employers engaged in interstate
14 commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29
15 U.S.C. §§ 206(a) and 207(a). At all relevant times, Defendants employed, and/or continue to
16 employ, Plaintiffs and each of the Collective Action members within the meaning of the FLSA.
17

18 20. Upon information and belief, at all relevant times, Corporate Defendants'
19 annual gross volume of sales made, or business done, was not less than Five Hundred
20 Thousand Dollars (\$500,000.00) exclusive of separate retail excise taxes, within the meaning
21 of the FLSA, 29 U.S.C. § 203(s)(1)(A)(ii), both individually and collectively.
22

23 21. At all relevant times, the Corporate Defendants used goods and materials
24 produced in interstate commerce, and have employed two or more individuals who handled
25 these goods and materials

26 22. Dimitri Tsioulidis ("Dimitri") was, at all relevant times throughout Plaintiffs'
27 employment, owner, principal, authorized operator, manager, shareholder and/or agent of the
28

1 Corporate Defendants.

2 23. Nico Tsioulidis ("Nico") was, at all relevant times throughout Plaintiffs'
3 employment, owner, principal, authorized operator, manager, shareholder and/or agent of the
4 Corporate Defendants.

5 24. Estella Tsioulidis ("Estella") was, at all relevant times throughout Plaintiffs'
6 employment, owner, principal, authorized operator, manager, shareholder and/or agent of the
7 Corporate Defendants.

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

15 26. Upon information and belief, Dimitri, Nico, and Estella, both individually and
16 jointly, set and/or approved the Corporate Defendants' payroll policies, including the unlawful
17 practices complained of herein.

18 27. Specifically, Nico was typically tasked with training, hiring, and firing
19 employees, Demetri set employees' rate of pay and Estella signed off on all of Plaintiff's
20 checks. However, each of the three had the power and authority to perform any of these tasks.

21 28. Dimitri, Nico, and Estella actively participated in the day-to-day operations of
22 the Corporate Defendants and are "covered employers" within the meaning of the FLSA, 29
23 U.S.C. § 203(d) and regulations thereunder, 29 C.F.R. § 791.2, and the NYLL § 2, and are
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1 jointly and severally liable, in their individual capacity, for the unpaid wages and other
2 damages sought herein.

3
4 **FACTUAL ALLEGATIONS**

5 **Plaintiffs' Work for Defendants**

6 29. Plaintiffs were formerly employed by Defendants, A & E Plumbing and Heating
7 Corp., A & E Plumbing Corp., Dimitri Tsioulidis, Nico Tsioulidis, and Estella Tsioulidis
8 (collectively "Defendants") at different intervals ranging from February 2016 to October 2018.

9
10 30. Plaintiffs were employed as plumbers or plumbers' assistants and worked on
11 high-scale residential and commercial building projects both in New York and New Jersey.
12 Plaintiffs spent their time doing manual labor jobs such as fixing broken pipes, sinks and
13 toilets, installing support for pipes, and repairing tools and equipment such as wrenches, pipe
14 shears and pipe and tubing cutters.

15
16 31. Plaintiffs were employees engaged in commerce and also regularly handled
17 goods in interstate commerce throughout the course of their employment with Defendants,
18 such as pipes and other plumbing equipment manufactured and distributed throughout New
19 York and New Jersey.

20
21 32. Throughout the duration of their employment, Plaintiffs did not have any
22 supervisory authority nor did they exercise discretion or independent judgment with respect to
23 matters of significance.

24
25 33. Plaintiffs never had any managerial duties, such as hiring and firing employees,
26 doing payroll and setting employees' hours of work.

27
28 34. Throughout the course of their employment, Plaintiffs consistently worked in
excess of forty (40) hours per week. However, Plaintiffs were paid a fixed salary per day

1 regardless of the number of hours they actually worked.

2 35. In particular, Plaintiffs were offered a daily pay rate ranging from \$100.00 to
3 \$150.00, which remained consistent each day, regardless of the number of hours worked per
4 week. *See e.g. Exhibit A*, copy of Plaintiff Jean Carlos Aguirre's checks.

5 36. Plaintiff Jean Carlos Aguirre was employed by Defendants from in or around
6 February, 2016 to in or around September 2018, as a plumber.

7 37. During the period of his employment with Defendants, Jean Carlos typically
8 worked either five days per week, or six days per week, every other week. He typically worked
9 from Monday to Friday, from 8:00 a.m. to in or around 5:30 p.m., or even later, depending on
10 the amount of work assigned that day. Every other week, Jean Carlos worked on a Saturday for
11 approximately eight (8) hours. Jean Carlos typically took a half hour lunch break during all his
12 shifts.
13

14 38. Accordingly, Jean Carlos worked approximately 45 to 53 hours per week
15 throughout his employment with Defendants.
16

17 39. From in or around February 2016 to in or around June 2016, Jean Carlos was
18 consistently paid at a rate of \$100.00 per day.
19

20 40. From in or around June 2016 to in or around December 2016, Jean Carlos' rate
21 of pay increased to \$120.00 per day.
22

23 41. From in or around January 2017 to in or around October 2017, Jean Carlos' rate
24 of pay increased to \$130.00 per day.

25 42. From in or around October 2017 to in or around April 2018, Jean Carlos' rate of
26 pay increased to \$140.00 per day.

27 43. From in or around May 2018 to in or around September 2018. Jean Carlos' rate
28

1 of pay increased to \$150.00 per day.

2 44. Throughout his employment with Defendants, Jean Carlos' daily rate remained
3 consistent from day to day, in different time periods, irrespective of the number of hours
4 worked per week.

5 45. Plaintiff Hector Aguilar was employed by Defendants from in or around
6 September 2017 to September 2018, first as a plumber's assistant and later as a plumber.
7

8 46. During the period of his employment with Defendants, Hector typically worked
9 six (6) days per week, from Monday to Saturday, approximately from 7:00 a.m. to 4:00 p.m.
10 each day. However, during August 2018 to September 2018, Hector stopped working on
11 Saturdays, and only worked five days per week. Hector typically took a 30-minute lunch break
12 during each shift.
13

14 47. Accordingly, Hector worked approximately fifty-one (51) hours per week,
15 throughout his employment with Defendants, aside from August to September 2018, when he
16 worked approximately 42.5 hours per week.
17

18 48. From September 2017 to in or around March 2018, Hector was paid at a daily
19 rate of \$130.00.

20 49. Beginning in or around April 2018, Hector's rate of pay increased from \$130.00
21 to \$140.00 per day.
22

23 50. Throughout his employment with Defendants, Hector's daily rate remained
24 consistent from day to day, in different time periods, irrespective of the number of hours
25 worked per week.

26 51. Plaintiff Elvis Palacios was employed by Defendants from in or around January,
27 2018 to May 2018, as a plumber's assistant.
28

1 52. During the period of his employment with Defendants, Elvis typically worked
2 six (6) days per week, from Monday to Saturday, from 7:00 a.m. to 4:00 p.m. Elvis typically
3 took a half hour lunch break during each shift.

4 53. Accordingly, Elvis worked approximately fifty-one (51) hours per week,
5 throughout his employment with the Defendants.
6

7 54. Throughout his employment with Defendants, Elvis was consistently paid at a
8 rate of \$100.00 per day.

9 55. Throughout his employment with Defendants, Elvis' daily rate remained
10 consistent from day to day, irrespective of the number of hours worked per week.
11

12 56. Plaintiff Edwin Palacios was employed by Defendants from in or around
13 January 2018 until October 2018, as a plumber's assistant.

14 57. During the period of his employment with Defendants, Edwin typically worked
15 six (6) days per week, from Monday to Saturday, from 7:00 a.m. to 4:00 p.m. Edwin typically
16 took a half hour lunch break during each shift.
17

18 58. Accordingly, Edwin worked approximately fifty-one (51) hours per week,
19 throughout his employment with Defendants.

20 59. Throughout his employment with Defendants, Edwin was consistently paid at a
21 rate of \$100.00 per day.
22

23 60. Throughout his employment with Defendants, Edwin's daily rate remained
24 consistent from day to day, irrespective of the number of hours worked per week.
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1 **Defendants' Unlawful Corporate Practices**

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

5 62. Defendants repeatedly paid Plaintiffs Elvis Palacios and Edwin Palacios at a
6 rate which was below the statutory minimum wage in the State of New York.

7 63. Defendants willfully disregarded and purposefully evaded recordkeeping
8 requirements of the FLSA and NYLL by failing to maintain accurate and complete timesheets
9 and payroll records. Defendants did not implement *any* procedure to keep track of Plaintiffs'
10 hours worked or the hours of work of other employees.

11 64. Plaintiffs were never provided with wage statements showing, *inter alia*, their
12 regular and overtime hours of work each week and their rate of pay. Instead, they were simply
13 given checks showing their total pay each week. *See Exhibit A.*

14 65. Plaintiffs were not provided with proper wage notices at the time of hire or at any
15 time thereafter.

16 66. Upon information and belief, while Defendants employed Plaintiffs, they failed
17 to post notices explaining the minimum and overtime wage rights of employees under the
18 FLSA and NYLL and failed to inform Plaintiffs of such rights.

19 67. Plaintiffs have personal knowledge of other employees of Defendants who are
20 similarly situated and who also worked hours, in excess of 40 hours per week, for which they
21 were not compensated at any overtime rate.

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

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

- 4 a. Corporate Defendants all suffered or permitted Plaintiffs to work.
- 5 b. Each of the Defendants acted directly or indirectly in the interest of one another
6 in relation to Plaintiffs and similarly situated employees.
- 7 c. Defendants each have an economic interest in the locations in which Plaintiffs
8 and similarly situated employees worked.
- 9 d. Defendants all simultaneously benefitted from Plaintiffs' work.
- 10 e. Defendants each had either functional and/or formal control over the terms and
11 conditions of work of Plaintiffs and similarly situated employees.
- 12 f. Plaintiffs and similarly situated employees performed work integral to the
13 Corporate Defendants' operation.

14
15
16 69. In the alternative, all Defendants functioned together as a single integrated
17 employer of Plaintiffs within the meaning of the FLSA and NYLL.

18
19 70. Upon information and belief, Defendants operated through two affiliated entities,
20 namely A & E Plumbing Corp. and A & E Plumbing and Heating Corp., to limit exposure to
21 liability.

22
23 71. The operations of the two corporations are intermingled and they employ the
24 same personnel, including the Plaintiffs in this action. Upon information and belief, managers
25 and supervisors of each Corporate Defendant were considered, accounted for and publicly held
26 out themselves as managers and supervisors of both Corporate Defendants.

FIRST CAUSE OF ACTION

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

1
2
3
4 78. Plaintiffs, on behalf of themselves and the Collective Action Members, reallege
5 and incorporate by reference all allegations made in all preceding paragraphs as if fully set forth
6 herein.

7 79. Defendants failed to pay Plaintiffs and the Collective Action Members overtime
8 wages for all hours worked above 40 hours per week thereby violating the FLSA, 29 U.S.C. §
9 207(a)(1).
10

11 80. Defendants' unlawful conduct, as described in this Complaint, has been willful
12 and intentional. Defendants were aware, or should have been aware, that the practices described
13 in this Complaint were unlawful. Accordingly, a three-year statute of limitations applies
14 pursuant to 29 U.S.C. § 255(a).
15

16 81. As a result of the Defendants' violations of the FLSA, Plaintiffs and the
17 Collective Action Members have been deprived of overtime compensation and other wages in
18 amounts to be determined at trial, and are thus entitled to recovery of such amounts, liquidated
19 damages, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).
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21

SECOND CAUSE OF ACTION

New York Labor Law – Unpaid Overtime Wages

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23
24 82. Plaintiffs reallege and incorporate by reference all allegations in all preceding
25 paragraphs.
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1 83. Defendants failed to pay Plaintiffs overtime wages for all hours worked above 40
2 hours per week thereby violating the NYLL §§ 190 *et seq.* and the New York State Department
3 of Labor regulations, 12 N.Y.C.R.R. Part 142-2.2.

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

6
7 85. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recovery of
8 their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable
9 attorneys' fees and costs of the action, pre-judgment and post-judgment interest, pursuant to
10 NYLL § 198 (1-a).

11
12 **THIRD CAUSE OF ACTION**

13
14 **New York Labor Law - Unpaid Minimum Wages
(Brought solely on behalf of Elvis Palacios and Edwin Palacios)**

15 86. Plaintiffs Elvis Palacios and Edwin Palacios reallege and incorporate by
16 reference all allegations in all preceding paragraphs as if fully set forth herein.

17
18 87. Defendants, at all relevant times, paid Plaintiffs Elvis Palacios and Edwin
19 Palacios less than the applicable statutory minimum wage for their hours worked in violation of
20 NYLL § 652 and the supporting New York State Department of Labor regulations, including 12
21 N.Y.C.R.R. Part 142-2.1.

22 88. Defendants' failure to pay Plaintiffs Elvis Palacios and Edwin Palacios the
23 minimum wage lacked a good faith basis within the meaning of NYLL § 663.

24
25 89. Due to Defendants' violations of the NYLL, Plaintiffs Elvis Palacios and Edwin
26 Palacios are entitled to recover from Defendants their unpaid minimum wages, liquidated
27
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1 damages as provided for by the NYLL, reasonable attorneys' fees, costs, and pre-judgment and
2 post-judgment interest, pursuant to NYLL § 198 (1-a).

3 **FOURTH CAUSE OF ACTION**

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

5 90. Plaintiffs reallege and incorporate by reference all allegations in all preceding
6 paragraphs.
7

8 91. Defendants have failed to provide Plaintiffs with wage statements listing, inter
9 alia, the regular and overtime hours they worked each week of their employment with
10 Defendants, and the corresponding rate of pay.

11 92. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover
12 from Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per workday that
13 the violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL
14 § 198 (1-d).
15

16 **FIFTH CAUSE OF ACTION**

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

18 93. Plaintiffs reallege and incorporate by reference all allegations in all preceding
19 paragraphs.
20

21 94. Defendants failed to provide Plaintiffs at the time of hiring or at any point
22 thereafter, a notice in their primary language containing, inter alia, their regular hourly rate and
23 overtime rate of pay, and the regular pay day designated by the employer, in violation of
24 NYLL § 195(1).
25
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1 95. Due to Defendants' violations of the NYLL § 195(1), Plaintiffs are entitled to
2 recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the violation
3 occurred, up to a maximum of Five Thousand Dollars (\$5,000) pursuant to NYLL § 198 (1-b).
4

5
6 **PRAYER FOR RELIEF**

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

8 A. Designating this action as a collective action and authorizing prompt issuance of
9 notice pursuant to 29 U.S.C. § 216(b) to all putative collective action members, apprising them
10 of the pendency of this action, and permitting them promptly to file consents to be Plaintiffs in
11 the FLSA claims in this action;
12

13 B. Issuance of a declaratory judgment that the practices complained of in this
14 complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New
15 York Labor Law, Article 6, §§ 190 *et seq.*, and supporting New York State Department of
16 Labor regulations;
17

18 C. Unpaid overtime wages under the FLSA and an additional and equal amount as
19 liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting United States
20 Department of Labor regulations;
21

22 D. Unpaid overtime wages and minimum wages (with respect to Plaintiffs Elvis
23 Palacios and Edwin Palacios) under the NYLL, and an additional and equal amount as
24 liquidated damages pursuant to NYLL §198(1-a) and § 663(1);

25 E. Civil penalties of One Thousand One Hundred Dollars (\$1,100.00) for each of
26 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);
27
28

1 F. A permanent injunction requiring Defendants to pay all statutorily required
2 wages pursuant to the FLSA and NYLL;

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

5 H. An award of statutory damages for Defendants' failure to provide Plaintiffs with
6 wage notices at the time of their respective hiring, or at any point thereafter, pursuant to NYLL
7 § 198 (1-b);

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

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

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

14 L. An award of attorney's fees, costs, and further expenses up to Fifty Dollars
15 (\$50.00), pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

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

17 Dated: New York, New York
18 October 31, 2018

19
20
21
22
23 Respectfully submitted,
PARDALIS & NOHAVICKA, LLP


24 By: /s/Ariadne Panagopoulou
25 Ariadne Panagopoulou (AP-2202)
26 *Attorneys for Plaintiffs*
27 950 Third Avenue, 25th Floor
28 New York, New York 10022
Tel: 718.777.0400 | Fax: 718.777.0599
Email: ari@pnlawyers.com

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 **A&E Plumbing Corp.**, 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: 09/27/2018



Signature

Hector AGUILAR
Print

45 BRADFORD ST

BROOKLYN NY
Address

929-3398126
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 **A&E Plumbing Corp.**, and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b), and the New York Labor Law. I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 9/20/2018



Signature

Jean Carlos Aguirre

Print

81-24 98st

East Elmhurst, 11369

Address

929.250.5779

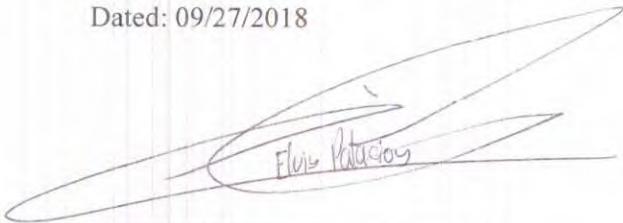
Telephone

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 **A&E Plumbing Corp.**, 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: 09/27/2018

A handwritten signature in black ink, appearing to read "Elvis Palacios", written over a horizontal line. The signature is stylized and somewhat cursive.

Signature

Elvis Palacios

Print

177-27 106 road, Jamaica.

Address

- 929-461-2319

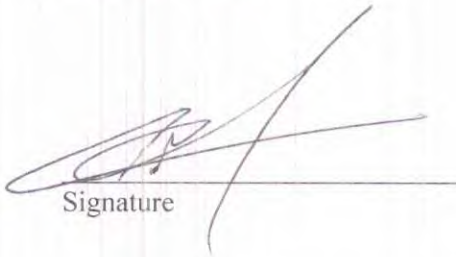
Telephone

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 **A&E Plumbing Corp.**, 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: 09/27/2018


Signature

Edwin Manuel
Print

Pabcios

177-27 106 Road Jamaica NY
Address

- 929-429-1142
Telephone

EXHIBIT A

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2479

4/20/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100*****

JEAN CARLOS AGUIRRE DOLLARS

Memo 4/14-4/20



⑈002479⑈ ⑆021000021⑆ 808365287⑈

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AANDE2PLUMBING@GMAIL.COM

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01-002/210
1-2/210

2368

3/30/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100*****

JEAN CARLOS AGUIRRE DOLLARS

Memo 3/24-3/30



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2/23/2018

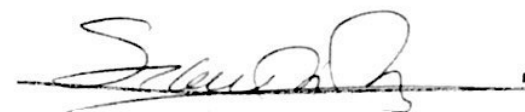
PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100*****

JEAN CARLOS AGUIRRE DOLLARS

Memo 2/17-2/23



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3/16/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100***** DOLLARS

JEAN CARLOS AGUIRRE

MEMO 3/10-3/16

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1-2/210

2329

3/24/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100***** DOLLARS

JEAN CARLOS AGUIRRE

MEMO 3/19-3/24

⑈002329⑈ ⑆021000021⑆ 808365287⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2219

3/3/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100***** DOLLARS

JEAN CARLOS AGUIRRE

MEMO 2/24-3/2

⑈002219⑈ ⑆021000021⑆ 808365287⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

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04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2249

3/9/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100***** DOLLARS

JEAN CARLOS AGUIRRE

MEMO 3/3-3/9



⑈002249⑈ ⑆021000021⑆ 808365287⑈

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04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2132

2/16/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **840.00

Eight Hundred Forty and 00/100***** DOLLARS

JEAN CARLOS AGUIRRE

MEMO 2/10-2/16



⑈002132⑈ ⑆021000021⑆ 808365287⑈

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04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2437

4/13/2018

PAY TO THE ORDER OF JEAN CARLOS AGUIRRE

\$ **700.00

Seven Hundred and 00/100***** DOLLARS

JEAN CARLOS AGUIRRE

MEMO



⑈002437⑈ ⑆021000021⑆ 808365287⑈

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A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2792

7/13/2018

Pay to the
Order of

JEAN CARLOS AGUIRRE

\$ **900.00

Nine Hundred and 00/100*****Dollars

JEAN CARLOS AGUIRRE

7/7-7/13



⑈002792⑈ ⑆021000021⑆ 808365287⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2832

7/27/2018

Pay to the
Order of

JEAN CARLOS AGUIRRE

\$ **900.00

Nine Hundred and 00/100*****Dollars

JEAN CARLOS AGUIRRE

7/21-7/27



⑈002832⑈ ⑆021000021⑆ 808365287⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2809

7/20/2018

Pay to the
Order of

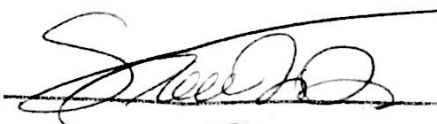
JEAN CARLOS AGUIRRE

\$ **900.00

Nine Hundred and 00/100*****Dollars

JEAN CARLOS AGUIRRE

7/14-7/20



⑈002809⑈ ⑆021000021⑆ 808365287⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2689

6/15/2018

Pay to the
Order of

JEAN CARLOS AGUIRRE

\$**900.00

Nine Hundred and 00/100

Dollars

JEAN CARLOS AGUIRRE

⑈002689⑈ ⑆021000021⑆ 808365287⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2744

6/22/2018

Pay to the
Order of

JEAN CARLOS AGUIRRE

\$**900.00

Nine Hundred and 00/100

Dollars

JEAN CARLOS AGUIRRE

6/16-6/22

⑈002744⑈ ⑆021000021⑆ 808365287⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

A&E PLUMBING CORP.
04-05 25th AVENUE
ASTORIA NY 11102
AANDE2PLUMBING@GMAIL.COM

JPMORGAN CHASE BANK
01-002/210
1-2/210

2687

6/29/2018

Pay to the
Order of

Cash

\$ 900

Nine hundred

Dollars

6/23 - 6/29

⑈002687⑈ ⑆021000021⑆ 808365287⑈

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
Jean Carlos Aguirre, Hector Aguilar, Elvis Palacios, and Edwin Palacios,
on behalf of themselves and others similarly situated,
(b) County of Residence of First Listed Plaintiff Queens
(c) Attorneys (Firm Name, Address, and Telephone Number)
Pardalis & Nonavicka, LLP, 212.213.8511
950 3rd Avenue, Floor 25
New York, NY 10022

DEFENDANTS
A & E Plumbing Corp., A & E Plumbing and Heating Corp., Dimitri
Tsioulidis, Nico Tsioulidis, and Estella Tsioulidis, jointly and severally,
County of Residence of First Listed Defendant
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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Labor, etc.

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
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fair Labor Standards Act, 29 U.S.C. §§ 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 \$ 300,000.00
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 10/31/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Ariadne Panagopoulou

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.

Case is Eligible for Arbitration

I, Ariadne 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: /s/ Ariadne Panagopoulou

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Jean Carlos Aguirre, Hector Aguilar, Elvis Palacios,
and Edwin Palacios, on behalf of themselves and
others similarly situated,

Plaintiff(s)

v.

A & E Plumbing Corp., A & E Plumbing and Heating
Corp., Dimitri Tsioulidis, Nico Tsioulidis, and Estella
Tsioulidis, jointly and severally,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) A & E Plumbing Corp. A & E Plumbing and Heating Corp.
04-05 25th Avenue 14-25 140th Street
Astoria, New York 11102 Whistestone, New Jersey, 11357

Dimitri Tsioulidis, Nico Tsioulidis, and Estella Tsioulidis
04-05 25th Avenue, Astoria, New York 11102

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Pardalis & Nohavicka, LLP,
950 3rd Avenue, Floor 25
New York, NY 10022

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

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: [Four Ex-Employees Claim A & E Plumbing Corp. Owes Unpaid Overtime Wages](#)
