

Helen F. Dalton & Associates, P.C.
Roman Avshalumov (RA 5508)
69-12 Austin Street
Forest Hills, NY 11375
Telephone: 718-263-9591

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CV 18-6178
ROSS, J.
KUO, M.J.

-----X
NANCY LUCIA CERDA and JOSE HERNANDEZ, individually
and on behalf of all others similarly situated,

Plaintiffs,

**COLLECTIVE ACTION
COMPLAINT**

-against-

JURY TRIAL
DEMANDED

ASSOCIATED SUPERMARKET GROUP, LLC, PERALTA-
BUENO CORP. d/b/a ASSOCIATED SUPERMARKET, and
EVI PERALTA and ERASMO BUENO, as individuals,

Defendants.

-----X

1. Plaintiffs, **NANCY LUCIA CERDA and JOSE HERNANDEZ, individually and on behalf of all others similarly situated**, (hereinafter referred to as "Plaintiff"), by their attorneys at Helen F. Dalton & Associates, P.C., allege, upon personal knowledge as to themselves and upon information and belief as to other matters, as follows:

PRELIMINARY STATEMENT

2. Plaintiffs, **NANCY LUCIA CERDA and JOSE HERNANDEZ, individually and on behalf of all others similarly situated**, through undersigned counsel, brings this action against **ASSOCIATED SUPERMARKET GROUP, LLC, PERALTA-BUENO CORP. d/b/a ASSOCIATED SUPERMARKET, and EVI PERALTA and ERASMO BUENO, as individuals**, (hereinafter referred to as "Defendants"), to recover damages for egregious violations of state and federal wage and hour laws arising out of Plaintiffs' employment at ASSOCIATED SUPERMARKET, located at 2578 Pitkin Avenue, Brooklyn, New York 11208.
3. As a result of the violations of Federal and New York State labor laws delineated below, Plaintiffs seek compensatory damages and liquidated damages in an amount

exceeding \$100,000.00. Plaintiffs also seek interest, attorneys' fees, costs, and all other legal and equitable remedies this Court deems appropriate.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over Plaintiffs' federal claims pursuant to the FLSA, 29 U.S.C. §216 and 28 U.S.C. §1331.
5. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. §1367.
6. Venue is proper in the EASTERN District of New York pursuant to 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this district.
7. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§2201 & 2202.

THE PARTIES

8. Plaintiff NANCY LUCIA CERDA residing at 722 Lincoln Avenue, Brooklyn, New York 11208, was employed from in or around 2011 until in or around May 2018 by Defendants at ASSOCIATED SUPERMARKET, located at 2578 Pitkin Avenue, Brooklyn, New York 11208.
9. Plaintiff JOSE HERNANDEZ residing at 722 Lincoln Avenue, Brooklyn, New York 11208, was employed from in or around 2011 until in or around May 2018 by Defendants at ASSOCIATED SUPERMARKET, located at 2578 Pitkin Avenue, Brooklyn, New York 11208.
10. Upon information and belief, Defendant, ASSOCIATED SUPERMARKET GROUP, LLC is a corporation organized under the laws of New York.
11. Upon information and belief, Defendant, ASSOCIATED SUPERMARKET GROUP, LLC is a corporation authorized to do business under the laws of New York.
12. Upon information and belief, Defendant, PERALTA-BUENO CORP. d/b/a ASSOCIATED SUPERMARKET is a corporation organized under the laws of New York with a principal executive office at 746 Parkside Drive, Jericho, New York 11753.

13. Upon information and belief, Defendant, PERALTA-BUENO CORP. d/b/a ASSOCIATED SUPERMARKET is a corporation authorized to do business under the laws of New York.
14. Upon information and belief, Defendant EVI PERALTA owns and/or operates PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
15. Upon information and belief, Defendant EVI PERALTA is the Chairman of the Board of PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
16. Upon information and belief, Defendant EVI PERALTA is the Chief Executive Officer of PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
17. Upon information and belief, Defendant EVI PERALTA is an agent of PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
18. Upon information and belief, Defendant EVI PERALTA has power over personnel decisions at PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
19. Upon information and belief, Defendant EVI PERALTA has power over payroll decisions at PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
20. Defendant EVI PERALTA has the power to hire and fire employees at PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET, establish and pay their wages, set their work schedule, and maintains their employment records.
21. Upon information and belief, Defendant ERASMO BUENO owns and/or operates PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
22. Upon information and belief, Defendant ERASMO BUENO is the Chairman of the Board of PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
23. Upon information and belief, Defendant ERASMO BUENO is the Chief Executive Officer of PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
24. Upon information and belief, Defendant ERASMO BUENO is an agent of PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
25. Upon information and belief, Defendant ERASMO BUENO has power over personnel decisions at PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,
26. Upon information and belief, Defendant ERASMO BUENO has power over payroll decisions at PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET,

27. Defendant ERASMO BUENO has the power to hire and fire employees at PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET, establish and pay their wages, set their work schedule, and maintains their employment records.
28. During all relevant times herein, Defendant EVI PERALTA was Plaintiff's employer within the meaning of the FLSA and NYLL.
29. During all relevant times herein, Defendant ERASMO BUENO was Plaintiff's employer within the meaning of the FLSA and NYLL.
30. On information and belief, ASSOCIATED SUPERMARKET GROUP, LLC is, at present and has been at all times relevant to the allegation in the complaint, an enterprise engaged in interstate commerce within the meaning of the FLSA in that the entity (i) has had employees engaged in commerce or in the production of goods for commerce, and handle, sell or otherwise work on goods or material that have been moved in or produced for commerce by any person: and (ii) has had an annual gross volume of sales of not less than \$500,000.00.
31. On information and belief, PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET is, at present and has been at all times relevant to the allegation in the complaint, an enterprise engaged in interstate commerce within the meaning of the FLSA in that the entity (i) has had employees engaged in commerce or in the production of goods for commerce, and handle, sell or otherwise work on goods or material that have been moved in or produced for commerce by any person: and (ii) has had an annual gross volume of sales of not less than \$500,000.00.
32. At all times relevant to this action, Defendants were and are enterprises as defined in Sec. 3(r) of the FLSA, 29 U.S.C. § 203(r).
33. At all times relevant to this action, Defendants were Plaintiff's employers as defined by 29 U.S.C. § 203(d) and NYLL §§ 2(6), 190(3) and 651(6), and Defendants employed and/or jointly employed Plaintiff.

FACTUAL ALLEGATIONS

34. Plaintiff NANCY LUCIA CERDA was employed from in or around 2011 until in or around May 2018 by Defendants at ASSOCIATED SUPERMARKET, located at 2578 Pitkin Avenue, Brooklyn, New York 11208.

35. During Plaintiff NANCY LUCIA CERDA'S employment by Defendants at the above location, Plaintiff's primary duties were as a stocker and produce worker, and performing other miscellaneous duties from in or around 2011 until in or around May 2018.
36. Plaintiff NANCY LUCIA CERDA was paid by Defendants approximately \$500.00 per week from in or around 2012 until in or around 2013, approximately \$550.00 from in or around 2014 until in or around 2017, and approximately \$600.00 per week from in or around January 2018 until in or around May 2018.
37. Plaintiff worked approximately seventy-two (72) hours or more per week during her employment by Defendants from in or around 2011 until in or around May 2018.
38. Defendants failed to pay Plaintiff NANCY LUCIA CERDA the legally prescribed minimum wage for her hours worked from in or around 2012 until in or around May 2018, a blatant violation of the minimum wage provisions contained in the FLSA and NYLL
39. Although Plaintiff NANCY LUCIA CERDA worked approximately seventy-two (72) hours or more per week during her employment by Defendants from in or around 2011 until in or around May 2018, Defendants did not pay Plaintiff time and a half (1.5) for hours worked over forty (40), a blatant violation of the overtime provisions contained in the FLSA and NYLL.
40. Furthermore, Plaintiff NANCY LUCIA CERDA worked approximately twelve (12) or more hours per day, six (6) or seven (7) days a week from in or 2012 until in or around May 2018, Defendants did not pay Plaintiff an extra hour at the legally prescribed minimum wage for each day worked over ten (10) hours, a blatant violation of the spread of hours provisions contained in the NYLL.
41. Plaintiff JOSE HERNANDEZ was employed from in or around 2005 until in or around September 2018 by Defendants at ASSOCIATED SUPERMARKET, located at 2578 Pitkin Avenue, Brooklyn, New York 11208.
42. During Plaintiff JOSE HERNANDEZ'S employment by Defendants at the above location, Plaintiff's primary duties were as a stocker and produce worker, and performing other miscellaneous duties from in or around 2005 until in or around September 2018.

43. Plaintiff JOSE HERNANDEZ was paid by Defendants approximately \$400.00 per week from in or around 2012 until in or around September 2018.
44. Plaintiff JOSE HERNANDEZ worked approximately sixty (60) hours or more per week during his employment by Defendants from in or around 2012 until in or around September 2018.
45. Defendants failed to pay Plaintiff JOSE HERNANDEZ the legally prescribed minimum wage for his hours worked from in or around 2012 until in or around September 2018, a blatant violation of the minimum wage provisions contained in the FLSA and NYLL.
46. Although Plaintiff JOSE HERNANDEZ worked approximately sixty (60) hours or more per week during his employment by Defendants from in or around 2012 until in or around September 2018, Defendants did not pay Plaintiff time and a half (1.5) for hours worked over forty (40), a blatant violation of the overtime provisions contained in the FLSA and NYLL.
47. Upon information and belief, Defendants willfully failed to post notices of the minimum wage and overtime wage requirements in a conspicuous place at the location of their employment as required by both the NYLL and the FLSA.
48. Upon information and belief, Defendants willfully failed to keep payroll records as required by both NYLL and the FLSA.
49. As a result of these violations of Federal and New York State labor laws, Plaintiffs seek compensatory damages and liquidated damages in an amount exceeding \$100,000.00. Plaintiff also seeks interest, attorneys' fees, costs, and all other legal and equitable remedies this Court deems appropriate.

COLLECTIVE ACTION ALLEGATIONS

50. Plaintiffs bring this action on behalf of herself and other employees similarly situated as authorized under the FLSA, 29 U.S.C. § 216(b). The employees similarly situated are the collective class.
51. Collective Class: All persons who are or have been employed by the Defendants as produce workers or stockers, or other similarly titled personnel with substantially similar job requirements and pay provisions, who were performing the same sort of

functions for Defendants, other than the executive and management positions, who have been subject to Defendants' common practices, policies, programs, procedures, protocols and plans including willfully failing and refusing to pay required overtime wage compensation.

52. Upon information and belief, Defendants employed between 25 and 35 employees within the past three years subjected to similar payment structures.
53. Upon information and belief, Defendants suffered and permitted Plaintiffs and the Collective Class to work more than forty hours per week without appropriate overtime compensation or proper minimum wage compensation.
54. Defendants' unlawful conduct has been widespread, repeated, and consistent.
55. Upon information and belief, Defendant had knowledge that Plaintiffs and the Collective Class performed work requiring overtime pay and proper minimum wage compensation.
56. Defendants' conduct as set forth in this Complaint, was willful and in bad faith, and has caused significant damages to Plaintiff and the Collective Class.
57. Defendants are liable under the FLSA for failing to properly compensate Plaintiff and the Collective Class, and as such, notice should be sent to the Collective Class. There are numerous similarly situated current and former employees of Defendants who have been denied overtime pay in violation of the FLSA and NYLL, who would benefit from the issuance of a Court-supervised notice of the present lawsuit, and the opportunity to join the present lawsuit. Those similarly situated employees are known to Defendants and are readily identifiable through Defendants' records.
58. The questions of law and fact common to the putative class predominate over any questions affecting only individual members.
59. The claims of Plaintiffs are typical of the claims of the putative class.
60. Plaintiffs and their counsel will fairly and adequately protect the interests of the putative class.
61. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy.

FIRST CAUSE OF ACTION

Overtime Wages Under The Fair Labor Standards Act

62. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
63. Plaintiffs have consented in writing to be a party to this action, pursuant to 29 U.S.C. §216(b).
64. At all times relevant to this action, Plaintiffs were engaged in commerce or the production of goods for commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).
65. At all times relevant to this action, Defendants were employers engaged in commerce or the production of goods for commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).
66. Defendants willfully failed to pay Plaintiffs overtime wages for hours worked in excess of forty (40) hours per week at a wage rate of one and a half (1.5) times the regular wage, to which Plaintiffs were entitled under 29 U.S.C. §§206(a) in violation of 29 U.S.C. §207(a)(1).
67. Defendants' violations of the FLSA as described in this Complaint have been willful and intentional. Defendants have not made a good effort to comply with the FLSA with respect to the compensation of the Plaintiffs.
68. Due to Defendants' FLSA violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid wages and an equal amount in the form of liquidated damages, as well as reasonable attorneys fees and costs of the action, including interest, pursuant to the FLSA, specifically 29 U.S.C. §216(b).

SECOND CAUSE OF ACTION

Overtime Wages Under New York Labor Law

69. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
70. At all times relevant to this action, Plaintiffs were employed by Defendants within the meaning of New York Labor Law §§2 and 651.

71. Defendants failed to pay Plaintiffs overtime wages for hours worked in excess of forty hours per week at a wage rate of one and a half (1.5) times the regular wage to which Plaintiffs were entitled under New York Labor Law §652, in violation of 12 N.Y.C.R.R. 137-1.3.
72. Due to Defendants' New York Labor Law violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid overtime wages and an amount equal to their unpaid overtime wages in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including interest in accordance with NY Labor Law §198(1-a).

THIRD CAUSE OF ACTION
Minimum Wages Under The Fair Labor Standards Act

73. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
74. Plaintiffs have consented in writing to be a party to this action, pursuant to 29 U.S.C. §216(b).
75. At all times relevant to this action, Plaintiffs were engaged in commerce or the production of services and goods for commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).
76. At all times relevant to this action, Defendants were employers engaged in commerce or the production of goods for commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).
77. Defendants willfully failed to pay Plaintiffs a minimum wage in accordance with 29 U.S.C. §§201, 202 and 203.
78. Defendants' violations of the FLSA, as described in this Complaint have been willful and intentional.
79. Defendants have not made a good faith effort to comply with the FLSA with respect to the Plaintiffs' compensation.
80. Due to Defendants' FLSA violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, his unpaid minimum wages and an equal amount in

the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action including interest, pursuant to the FLSA, specifically 29 U.S.C. §216(b).

FOURTH CAUSE OF ACTION

Minimum Wages Under New York Labor Law

81. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
82. At all times relevant to this action, Plaintiffs were employed by Defendants within the meaning of NYLL §§2 and 651.
83. At all times relevant to this action, Defendants were employers within the meaning of NYLL.
84. Defendants failed to record, credit or compensate Plaintiffs the applicable minimum hourly wage, in violation of the New York Minimum Wage Act, specifically NYLL §652.
85. Defendants also failed to pay Plaintiffs the required minimum wage, which Plaintiffs were entitled under NYLL §652, in violation of 12 N. Y. C. R. R. 137-1.3.
86. Due to Defendants' NYLL violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, his unpaid minimum wages and an amount equal to their unpaid minimum wages in the form of liquidated damages, as well as reasonable attorneys' fees and costs of the action, including interest in accordance with NYLL §198 (1-a).

FIFTH CAUSE OF ACTION

Spread of Hours Compensation Under New York Labor Law

87. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
88. Defendants willfully violated Plaintiffs' rights by failing to pay Plaintiffs an additional hour of pay at minimum wage for each day worked more than ten (10) hours, in violation of the New York Minimum Wage Act and its implementing regulations. N.Y. Labor Law §§ 650 et seq.; 12 N.Y. C. R. R. § 142-2.4

89. Due to Defendants' New York Labor Law violations, Plaintiffs are entitled to recover from Defendants his unpaid spread of hour compensation, reasonable attorneys' fees, and costs of the action, pursuant to N. Y. Labor Law § 663 (1).

SIXTH CAUSE OF ACTION

Violation of the Notice and Recordkeeping Requirements of the New York Labor Law

90. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
91. Defendants failed to provide Plaintiffs with a written notice, in English and in Spanish (Plaintiffs' primary language), of their rate of pay, regular pay day, and such other information as required by NYLL §195(1).
92. Defendants are liable to Plaintiffs in the amount of \$5,000.00 per Plaintiff, together with costs and attorneys' fees.

SEVENTH CAUSE OF ACTION

Violation of the Wage Statement Requirements of the New York Labor Law

93. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
94. Defendants failed to provide Plaintiffs with wage statements upon each payment of wages, as required by NYLL §195(3)
95. Defendants are liable to Plaintiffs in the amount of \$5,000.00 per Plaintiff, together with costs and attorneys' fees.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request that judgment be granted:

- a. Declaring Defendants' conduct complained herein to be in violation of the Plaintiffs' rights under the FLSA, the New York Labor Law, and its regulations;
- b. Awarding Plaintiffs unpaid overtime wages;
- c. Awarding Plaintiffs unpaid minimum wages;
- d. Awarding Plaintiffs unpaid spread of hours compensation;
- e. Awarding Plaintiff liquidated damages pursuant to 29 U.S.C. §216 and New York Labor Law §§198(1-a), 663(1);

- f. Awarding Plaintiffs prejudgment and post-judgment interest;
- g. Awarding Plaintiffs the costs of this action together with reasonable attorneys' fees; and
- h. Awarding such and further relief as this court deems necessary and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by the complaint.

Dated: This 30th day of October 2018.



Roman Avshalumov, Esq. (RA 5508)
Helen F. Dalton & Associates, PC
69-12 Austin Street
Forest Hills, NY 11375
Telephone: 718-263-9591
Fax: 718-263-9598

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

NANCY LUCIA CERDA and JOSE HERNANDEZ, individually and on behalf of all others
similarly situated,

Plaintiffs,

-against-

ASSOCIATED SUPERMARKET GROUP, LLC, PERALTA-BUENO CORP. d/b/a
ASSOCIATED SUPERMARKET, and EVI PERALTA and ERASMO BUENO, as individuals,

Defendants.

SUMMONS & COMPLAINT

HELEN F. DALTON & ASSOCIATES, P.C.
Attorneys for Plaintiffs
69-12 Austin Street
Forest Hills, NY 11375
Phone (718) 263-9591
Fax (718) 263-9598

TO:

**ASSOCIATED SUPERMARKET GROUP, LLC
99 SEAVIEW BOULEVARD
PORT WASHINGTON, NEW YORK 11050**

**PERALTA-BUENO CORP. D/B/A ASSOCIATED SUPERMARKET
2578 PITKIN AVENUE
BROOKLYN, NEW YORK 11208**

**EVI PERALTA
2578 PITKIN AVENUE
BROOKLYN, NEW YORK 11208**

**ERASMO BUENO
2578 PITKIN AVENUE
BROOKLYN, NEW YORK 11208**

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

NANCY LUCIA CERDA and JOSE HERNANDEZ, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff KINGS (EXCEPT IN U.S. PLAINTIFF CASES)

CV 18-6178

(c) Attorneys (Firm Name, Address, and Telephone Number) Helen F. Dalton & Associates, P.C. 69-12 Austin Street Forest Hills, NY 11375 (718) 263-9591

DEFENDANTS

ASSOCIATED SUPERMARKET GROUP, LLC, PERALTA-BUENO CORP. d/b/a ASSOCIATED SUPERMARKET, and EVI PERALTA and ERASMO BUENO, as individuals,

County of Residence of First Listed Defendant KINGS (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. IN CLERK'S OFFICE US DISTRICT COURT E.D.N.Y.

Attorneys (If Known)

★ NOV 02 2018 ★

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 as a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)
ROSS, J.
KUO, M.J.

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

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

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

Table with 5 main categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-categories like Personal Injury, Labor Standards, 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 (specify)
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
Brief description of cause: Compensation for unpaid overtime wages

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/05/2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

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

I, Roman Avshalumov, 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? 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? NO
 - b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

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? _____

(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.

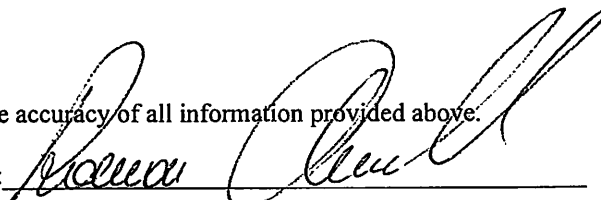
- Yes
- No

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

Attorney Bar Code: RA5508

I certify the accuracy of all information provided above.

Signature: 

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wage and Hour Lawsuit Filed in New York Against Associated Supermarket](#)
