

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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JOHNNY CIUFFARDI, on behalf of himself and all	:	
others similarly situated,	:	
	:	CIVIL CASE NO.
Plaintiff,	:	
	:	
-against-	:	COLLECTIVE AND
	:	CLASS ACTION
WAWA INC. d/b/a/ WAWA	:	
	:	
Defendant.	:	COMPLAINT
	:	
-----X		

Plaintiff Johnny Ciuffardi (“plaintiff” or “Ciuffardi”), on behalf of himself and all others similarly situated, by his attorneys Law Offices of Mitchell Schley, LLC and Pechman Law Group, PLLC, complaining of defendant Wawa Inc. d/b/a Wawa (“defendant” or “Wawa”), alleges as follows:

NATURE OF THE ACTION

1. This action is brought to recover unpaid wages and all available relief pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-56a *et seq.* and N.J.A.C. 12:56 *et seq.* (“NJWHL”), and the New Jersey Wage Payment Law (“NJWPL”), N.J.S.A. 34:11-4.1 *et seq.*

2. Wawa is a chain of convenience stores/gas stations located along the East Coast of the country. In 2015 it ranked 34th on the *Forbes* list of the largest private U.S. companies, with total revenues of over \$9 billion. More than half of its convenience stores also include gas stations.

3. Wawa owns and operates over 100 stores in New Jersey. Plaintiff is now employed at the South River convenience store/gas station located at 656 Old Bridge Turnpike, South River, New Jersey 08882. Plaintiff brings this action pursuant to the FLSA, NJWHL, and NJWPL on behalf of himself and other non-exempt employees who worked at Wawa stores with gas stations in New Jersey.

4. The employees at Wawa have been unlawfully deprived of wages because of Wawa's disregard of the requirements of federal and state labor laws.

5. Wawa maintained a policy and practice that denied non-exempt employees wages for hours worked conducting Wawa mandated daily gasoline price surveys of competitors' gasoline prices in the area surrounding each Wawa convenience store/gas station.

6. Plaintiff seeks unpaid wages, liquidated damages, pre- and post-judgment interest, injunctive and declaratory relief against defendant's unlawful actions, and attorneys' fees and costs pursuant to the FLSA, NJWHL, and NJWPL on behalf of himself and similarly situated non-exempt employees.

JURISDICTION

7. This Court has subject matter jurisdiction of this case pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. §§ 1331 and 1337, and has supplemental jurisdiction over plaintiff's claims under the NJWHL and NJWPL pursuant to 28 U.S.C. § 1367.

8. The Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

VENUE

9. Venue is proper in the District of New Jersey under 28 U.S.C. § 1391 because a substantial part of the conduct alleged herein occurred in this judicial district and defendant resides in this district.

THE PARTIES

Plaintiff

10. Plaintiff Johnny Ciuffardi is a resident of Middlesex County, New Jersey.

11. Plaintiff has been employed by Wawa as an Inventory Merchandise Manager (“IMM”) from on or about July 22, 2014, to the present.

12. At all relevant times, plaintiff has been an employee engaged in commerce or the production of goods for commerce on behalf of defendant.

13. At all relevant times, plaintiff was an employee of defendant within the meaning of the FLSA, NJWHL, and NJWPL.

Defendant

14. Defendant Wawa is a privately-held New Jersey corporation that operates a chain of convenience stores and gas stations.

15. At all relevant times, Wawa has been an employer engaged in commerce or in the production of goods for commerce within the meaning of the FLSA.

16. At all relevant times, Wawa has had an annual gross volume of sales in excess of \$500,000.

17. At all relevant times, Wawa’s employees, including plaintiff, have handled and sold goods that have been moved in, or produced for, commerce.

COLLECTIVE ACTION ALLEGATIONS

18. Plaintiff brings the First Claim against defendant as a collective action pursuant to the FLSA, 29 U.S.C. § 216(b) on behalf of himself and other similarly situated individuals, which shall include all non-exempt employees employed by Wawa who performed gasoline price surveys at any Wawa store in the State of New Jersey at any time three years prior to the filing of this action through the entry of judgment in this action (the "FLSA Collective").

19. The FLSA Collective consists of several hundred similarly situated current and former non-exempt employees who have been victims of defendant's common policy and practices that have violated their rights under the FLSA by willfully denying them overtime pay.

20. As part of their regular business practice, defendant has intentionally, wilfully, and repeatedly harmed the FLSA Collective by engaging in a pattern, practice, and/or policy of violating the FLSA.

21. This policy, pattern, or practice includes failing to pay overtime at the rate of one-and-one-half times the FLSA Collective's regular hourly rate for all hours worked in excess of 40 in a workweek for conducting daily gasoline price surveys.

22. Defendant's unlawful conduct has been intentional, willful, and in bad faith and has caused significant damage to the FLSA Collective.

23. The FLSA Collective 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 defendant and are readily identifiable

and can be located through defendant's records, which they are required to create and maintain pursuant to the FLSA, NJWHL and NJWPL. Those similarly situated employees should be notified of and allowed to opt into this action pursuant to 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS

24. Plaintiff brings the Second and Third Claims as a class action, pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of a class which shall include all non-exempt employees employed by Wawa who conducted daily gasoline price surveys at any Wawa store in the State of New Jersey at any time two years prior to the filing of this action through the entry of judgment in this action (the "New Jersey Rule 23 Class").

25. The persons in the New Jersey Rule 23 Class are so numerous that joinder of all members is impracticable. The exact number of the New Jersey Rule 23 Class members is unknown to plaintiff at this time, but there are believed to be several hundred such persons.

26. The identity of the New Jersey Rule 23 Class members is known to the defendant and is contained in the employment records that the defendant is required to create and maintain pursuant to the FLSA, NJWHL, and NJWPL.

27. Plaintiff's claims are typical of the claims of the New Jersey Rule 23 Class because plaintiff and the New Jersey Rule 23 Class sustained damages arising out of defendant's conduct in violation of the NJWHL and NJWPL.

28. The New Jersey Rule 23 Class members work, or have worked, for the defendant in New Jersey as non-exempt employees and were not paid regular wages and/or overtime wages by the defendant. They have sustained similar types of damages as a result of defendant's failure to comply with the NJWHL and NJWPL and supporting regulations of the New Jersey Department of Labor and Workplace Development contained in the New Jersey Administrative Code (NJAC).

29. Defendant employed, or still employs, the New Jersey Rule 23 Class without paying them all wages due.

30. Wawa did not keep accurate records, as required by law, of the work performed by plaintiff, the FLSA Collective and the New Jersey Rule 23 Class who conducted daily gasoline price surveys for Wawa.

31. Plaintiff will fairly and adequately protect the interests of the members of the New Jersey Rule 23 Class and has retained counsel competent and experienced in complex class action litigation.

32. Plaintiff has no interests that are contrary to or in conflict with those of the other members of the New Jersey Rule 23 Class.

33. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

34. Common questions of law and fact exist as to all members of the New Jersey Rule 23 Class that predominate over any questions affecting solely individual members. Among the questions of law and fact common to the New Jersey Rule 23 Class are:

- a. whether defendant violated the NJWHL, NJWPL, and the supporting New Jersey Department of Labor & Workplace Development regulations; and
- b. whether defendant failed to pay its non-exempt employees all regular wages and/or overtime due at a rate of one-and-one-half-times their regular hourly rate for all hours worked in excess of 40 in a workweek for conducting daily gasoline price surveys in violation of the NJWHL and NJWPL.

35. Defendant has acted or has refused to act on grounds generally applicable to the New Jersey Rule 23 Class, thereby making appropriate relief with respect to the New Jersey Rule 23 Class as a whole.

36. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since damages suffered by individual New Jersey Rule 23 Class members may be relatively small, the expense and burden of individual litigation makes it virtually impossible for plaintiff and the New Jersey Rule 23 Class members to individually seek redress for the wrongful conduct alleged. Individual class members lack the financial resources to conduct a thorough examination of defendant's compensation practices to prosecute vigorously a lawsuit against the defendant to recover such damages. Class litigation is superior because it will obviate the need for unduly duplicative litigation.

37. This action is properly maintainable as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

38. Plaintiff also brings this action for unpaid wages on behalf of himself and other employees similarly situated pursuant to N.J.S.A 34:11-56a25, which provides in pertinent part, "An employee shall be entitled to maintain such action for and on behalf

of himself or other employees similarly situated, and such employee and employees may designate an agent or representative to maintain such action for and on behalf of all employees similarly situated.”

FACTUAL ALLEGATIONS

39. Wawa has a policy and practice of having each of its stores in New Jersey check the gasoline prices of competitive gas stations in the store’s area (referred to herein as the “gasoline price survey”) twice each day. The prices are then entered into the Wawa computer system at the store by the employee who obtained the prices. The prices are transmitted to the Wawa corporate office, which then determines whether to adjust the gas prices each day at each store. The corporate office transmits the new price electronically to the store and the prices at the store gas pumps are adjusted accordingly.

40. Each Wawa store obtains the price of competitors’ gasoline by requiring non-exempt employees to drive, in their personal vehicles, to competitors’ gasoline stations and record gasoline prices.

41. The gasoline stations in which employees are assigned to go to each day to conduct this gasoline price survey are set forth on a list that the Wawa corporate office provides them.

42. The employees hand record the gas prices for each gas station they are assigned to survey prior to going to their respective stores for work.

43. Wawa has its employees perform this work before they clock-in at their store for their scheduled shift.

44. Wawa requires gasoline prices surveys to be conducted twice a day. Accordingly, a non-exempt employee performs this gasoline price survey in the a.m. before his or her assigned shift, and a different non-exempt employee performs the gasoline price survey in the p.m. before his or her assigned shift.

45. Wawa, of course, could and should have employees clock-in before the start of their shift and then conduct the gasoline price survey. By not following this procedure, Wawa does not compensate its employees for this gasoline price survey work, which is vitally important for Wawa to competitively and properly price its gasoline at each store.

46. Wawa does not reimburse its employees for gasoline expense incurred in the use of their personal vehicles when they engage in gasoline price survey work on behalf of Wawa.

47. Plaintiff began employment at Wawa at the East Brunswick, New Jersey store on or about July 22, 2014, in the position of IMM.

48. In or about January 2014, Scott Kent, Wawa Area Manager, told plaintiff that Wawa wanted him to transfer from the East Brunswick store to the Matawan store.

49. Kent told him that unlike the East Brunswick store, the Matawan, New Jersey store sold gasoline and that as part of his job, he would need to conduct a gasoline price survey by checking the gasoline price of area competitors.

50. Kent explained that before plaintiff's shift started in the store, he would have to drive in his own car to certain area gas stations and record their gas prices.

51. Plaintiff asked if he would be paid for this work, and Kent said that Wawa does not pay employees for that work.

52. Plaintiff asked if he would be reimbursed for the gas expense for conducting the gasoline price survey, and Kent said he would not.

53. Plaintiff did not want to transfer to the Matawan store because of its long distance from his home. He ended up transferring to the South River store, which has a gas station.

54. As a Wawa Area Manager, Kent oversees about 18 stores in the central and northern New Jersey area.

55. At the Wawa South River store where plaintiff works, the employees who are assigned to conduct the gasoline price surveys hold the position of IMM, Fresh Food Manager ("FFM"), and Assistant General Manager ("AGM").

56. The job titles IMM, FFM, and AGM are not compensated on a salary basis but are hourly paid and are non-exempt positions within the meaning of the FLSA.

57. The job titles IMM, FFM, and AGM are not compensated on a salary basis but are hourly paid and are non-exempt positions within the meaning of the NJWHL.

58. All job titles at the New Jersey Wawa stores, except for the salaried position of General Manager ("GM"), are not compensated on a salary basis, but are hourly paid and are non-exempt positions with the meaning of the FLSA.

59. All job titles at the New Jersey Wawa stores, except for the salaried position of General Manager ("GM"), are not compensated on a salary basis, but are hourly paid and are non-exempt positions with the meaning of the NJWHL

60. Plaintiff has performed gasoline price survey work for Wawa every day or nearly every day that he has worked at the South River store. He has never been compensated for this work.

61. Plaintiff has never been reimbursed for the gasoline expense he incurs when using his personal vehicle to conduct gasoline price surveys.

62. In most weeks that plaintiff has worked at the South River store, he has worked more than 40 hours.

63. Accordingly, in those weeks, all work time spent by plaintiff conducting gasoline price surveys during each workweek constitutes overtime work that Wawa was required to compensate him at one-and-one-half times his regular hourly rate.

64. Wawa issued plaintiff at least one performance related disciplinary written warning because he forgot to enter into the Wawa store computer the results of the gasoline price survey he conducted that day.

65. In point of comparison, before his employment at Wawa, plaintiff was employed by Sam's Club, a nationwide retail chain, which also sells gasoline. Unlike the practice of Wawa, Sam's Club sent out its employees, including plaintiff, to conduct gasoline price surveys with their personal vehicles *after* employees punched-in for their shifts. In addition, unlike Wawa, Sam's Club reimburses its employees for the gasoline expense incurred in the use of their personal vehicles for conducting gasoline price surveys.

66. At all relevant times, plaintiff's regular hourly wage rate has been \$16.25.

67. Wawa employees are paid on a weekly basis.

68. Plaintiff regularly works five days, 47.5 hours per week, at the South River store.

69. Plaintiff's days worked per week vary from week to week, but his standard in-store shift begins at 2:00 p.m. and ends at 11:30 p.m.

70. The gasoline price survey work takes plaintiff 20 minutes a day to perform. Plaintiff performs this work five days per week before he clocks-in for his shift. Accordingly, plaintiff, the FLSA Collective, and the New Jersey Rule 23 Class are due additional pay of 100 minutes, or one hour and 40 minutes, per week, and to the extent that work constitutes work in excess of 40 hours in a workweek, that additional work must be compensated at one-and-one-half times the regular hourly rate.

71. Wawa failed to pay plaintiff overtime pay for time worked conducting gasoline price surveys from the first weekly pay period he worked at the South River store in February 2016 to the present.

72. These weekly pay periods in 2016 include pay periods ending on February 28, March 13, March 20, August 21, August 28, September 4, September 11 and September 18.

73. In each of the identified pay periods above, plaintiff worked at least 46 hours without including the additional uncompensated weekly overtime hours of one hour and 40 minutes.

FIRST CLAIM
(Fair Labor Standards Act – Unpaid Overtime)

74. Plaintiff and the FLSA Collective repeat and reallege all foregoing paragraphs as if fully set forth herein.

75. Defendant is required to pay plaintiff and the FLSA Collective one-and-one-half times their regular rate of pay for all hours they worked in excess of 40 in a workweek, pursuant to the overtime wage provisions of the FLSA, 29 U.S.C. § 207, *et seq.*

76. Defendant has failed to pay plaintiff and the FLSA Collective all of the overtime wages to which they are entitled under the FLSA, even though plaintiff and the FLSA Collective have regularly worked more than 40 hours per workweek.

77. For example, plaintiff worked more than 40 hours for most of the workweeks he worked at the South River store from February 2016 to the present as an IMM.

78. For each of those workweeks, defendant failed to pay plaintiff all of the overtime wages to which he was entitled under the FLSA.

79. Defendant was aware or should have been aware that the practices described in this Claim were unlawful and have not made a good faith effort to comply with the FLSA with respect to the compensation of plaintiff and the FLSA Collective.

80. Defendant's violations of the FLSA have been willfull and, therefore, a three-year statute of limitations applies pursuant to the FLSA, 29 U.S.C. § 255(a).

81. As a result of defendant's willful violations of the FLSA, plaintiff and the FLSA Collective have suffered damages by being denied overtime pay in accordance with the FLSA and are entitled to recovery of such amounts, liquidated damages, pre- and post-judgment interest, attorneys' fees and costs, and other compensation pursuant to 29 U.S.C. § 216(b).

**SECOND CLAIM
(New Jersey Wage and Hour Law - Unpaid Overtime)**

82. Plaintiff and the New Jersey Rule 23 Class repeat and reallege all foregoing paragraphs as if fully set forth herein.

83. Under the NJWHL, defendant is required to pay plaintiff and the New Jersey Rule 23 Class one-and-one-half times the regular rate of pay for all hours they worked in excess of 40 hours in a workweek.

84. Even though plaintiff and the New Jersey Rule 23 Class have regularly worked more than 40 hours per workweek, defendant has failed to pay plaintiff and the New Jersey Rule 23 Class members the overtime wages to which they are entitled under the NJWHL.

85. For example, plaintiff worked more than 40 hours for most of the workweeks he worked in the South River store from February 2016 to the present as an IMM.

86. For each of those workweeks, defendant failed to pay plaintiff all of the overtime wages to which he was entitled under the NJWHL.

87. Defendant was aware or should have been aware that the practices described in this Claim were unlawful and have not made a good faith effort to comply with the NJWHL with respect to the compensation of plaintiff and the New Jersey Rule 23 Class.

88. Defendant has willfully violated the NJWHL by knowingly and intentionally failing to pay plaintiff and the New Jersey Rule 23 Class members overtime wages.

89. Due to defendant's willful violations of the NJWHL, plaintiff and the New Jersey Rule 23 Class Members are entitled to recover their unpaid overtime wages, reasonable attorneys' fees and costs of the action, and pre- and post-judgment interest.

THIRD CLAIM
(New Jersey Wage and Hour Law and New Jersey Wage Payment Law - Unpaid Wages)

90. Plaintiff and the New Jersey Rule 23 Class repeat and reallege all foregoing paragraphs as if fully set forth herein.

91. As per the NJWHL, employees must be paid for all hours worked. See e.g., N.J.A.C 12:56-5.1.

92. As per the NJWPL, an employer must pay its employees the full amount of wages due. See e.g., N.J.S.A. 34:11-4.2.

93. By failing to pay plaintiff and other members of the New Jersey Rule 23 Class for conducting gasoline price surveys, defendant failed to pay them for all hours worked in violation of the NJWHL and NJWPL.

94. Due to defendant's willful violations of the NJWHL and NJWPL, plaintiff and the New Jersey Rule 23 Class Members are entitled to recover damages in the amount of unpaid wages, reasonable attorneys' fees and costs of the action, and pre- and post-judgment interest.

PRAYER FOR RELIEF

WHEREFORE, plaintiff, the FLSA Collective, and the New Jersey Rule 23 Class respectfully request that this Court enter a judgment:

- a. certifying the case as a collective action for the violations of the FLSA, as it pertains to the First Claim under the FLSA, 29 U.S.C. § 216(b), for the employees described herein and designating plaintiff's counsel as counsel for the FLSA Collective;
- b. designating the named plaintiff as the representative of the FLSA Collective;
- c. certifying the case as a class action pursuant to New Jersey Rule 23 of the Federal Rules of Civil Procedure as it pertains to the Second and Third Claims for the class of employees described herein, certifying plaintiff as the class representative, and designating plaintiff's counsel as Class counsel;
- d. authorizing the issuance of notice at the earliest possible time to all non-exempt employees who conducted gasoline price surveys who were employed by defendant during the three years immediately preceding the filing of this action. This notice should inform them that this action has been filed, describe the nature of the action, and explain their right to opt into this lawsuit;

e. declaring that defendant has violated the overtime provisions of the FLSA and NJWHL;

f. declaring that defendant has failed to pay non-exempt employees for all hours worked in violation of the NJWHL and NJWPL;

g. declaring that defendant's violations of the FLSA were willful;

h. awarding plaintiff, the FLSA Collective, and the New Jersey Rule 23 Class damages for overtime compensation and unpaid wages, under the FLSA, NJWHL and NJWPL;

i. awarding plaintiff and the FLSA Collective liquidated damages under the FLSA;

j. awarding plaintiff, the FLSA Collective, and the New Jersey Rule 23 Class pre- and post-judgment interest under the FLSA, NJWHL, and NJWPL;

k. awarding plaintiff, the FLSA Collective, and the New Jersey Rule 23 Class reasonable attorneys' fees and costs pursuant to the FLSA, NJWHL and NJWPL; and

[CONTINUED ON NEXT PAGE]

1. awarding such other and further relief as the Court deems just and proper.

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Attorneys for Plaintiff

Dated: October 19, 2016

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.)

<p>I. (a) PLAINTIFFS Johnny Ciuffardi, on behalf of himself and all others similarly situated</p> <p>(b) County of Residence of First Listed Plaintiff <u>Middlesex</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, Email and Telephone Number) Mitchell Schley, Esq., Law Offices of Mitchell Schley, LLC, 197 Route 18, Suite 3000, East Brunswick, NJ 08816, mschley@schleylaw.com, (732) 325-0318. Please see Attachment.</p>	<p>DEFENDANTS Wawa Inc. d/b/a Wawa</p> <p>County of Residence of First Listed Defendant <u>Middlesex</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;">PTF</td> <td style="width:33%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> </tr> <tr> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 119 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Annuity <input type="checkbox"/> 450 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 895 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer w Disabilities - Employment <input type="checkbox"/> 446 Amer w Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

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

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (Specify)

6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 Fair Labor Standards Act, 29 U.S.C. 201, et seq.

Brief description of cause:
 Collective and class action to recover unpaid wages under the FLSA, NJWHL and NJWPL

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMANDS** CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

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

DATE: 10/19/2016 SIGNATURE OF ATTORNEY OF RECORD: s/Mitchell Schley

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING FEE JUDGE MAG JUDGE

Attachment to Civil Cover Sheet Section I(c)

I(c). Louis Pechman, Esq. and Laura Rodriguez, Esq. Pechman Law Group PLLC, 488 Madison Avenue, 11th Fl., New York, NY 10022, pechman@pechmanlaw.com, rodriguez@pechmanlaw.com. (212) 583-9500.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FLSA Class Action Filed Against Wawa](#)
