

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
CLERK

2016 DEC 19 AM 10:53

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

-----X
RONALD GURRIERI, DIANE MCCAULEY,
LAWRENCE LOISELLE, MARY TEDESCO,
EDWARD DONOGHUE, and all others
similarly situated,

Plaintiffs,

CV 16-6983

SPATT, J.

**VERIFIED
COMPLAINT**
Jury Demanded on all
Counts

LOCKE, M.J.

Index No.:

-against-

COUNTY OF NASSAU, NASSAU COUNTY
POLICE DEPARTMENT, and NASSAU COUNTY
CIVIL SERVICE COMMISSION

Defendants.

-----X

NATURE OF ACTION

1. This is a collective and class action lawsuit brought by Plaintiffs individually and on behalf of other similarly situated individuals who have, and who currently work for the Defendants, County of Nassau, Nassau County Police Department and Nassau County Civil Service Commission, who are classified as non-exempt employees from the overtime requirements of the Fair Labor Standards Act ("FLSA") 29 U.S.C. §§ 201, *et seq.*, who are not paid overtime compensation or a correct overtime premium for all hours worked in excess of thirty-six (36) per week.
2. Plaintiffs allege that Defendants violated the requirements of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*, by failing to pay Plaintiffs their correct overtime premium pay for all hours worked in excess of thirty-six (36) per week, by failing to pay Plaintiffs an overtime premium for certain hours worked in

thirty-six (36) per week, by failing to pay Plaintiffs an overtime premium for certain hours worked in excess of thirty-six (36) per week and that Defendants acted in a manner that was willful and without good faith.

3. Plaintiffs further allege that Defendants' failure to pay correct compensation for all hours worked was made with a reckless disregard for Plaintiff's rights and in violation of the New York Labor Law ("NYLL") sections 650 et seq., including Part 142, section 142-2.2 ("Overtime Rate") of Title 12 of the Official Compilation of Codes, Rules and Regulations promulgated by the Commissioner of Labor pursuant to the Minimum Wage Act (Article 19 of the New York Labor Law).
4. Plaintiffs bring this action on their own behalves and on behalf of all County employees who were and continue to receive incorrect payment for the performed overtime for all hours worked in excess of thirty-six (36) hours per week. The members of this proposed collective and class action, including the Plaintiffs, are referenced as "Members".

JURISDICTION AND VENUE

5. This Court's jurisdiction is based upon 29 U.S.C. § 216(b) (FLSA) and 28 U.S.C. § 1331 (Federal Questions). Further, this Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiffs' state law claims because those derive from a common nucleus of operative facts.
6. Venue is appropriate under 28 U.S.C. § 1392(b)(2) (Substantial Part of the Events and Contacts), as a substantial part of the acts or omissions giving rise to the claims alleged herein occurred within this judicial district. In addition,

Defendants regularly conduct business in this district and are subject to personal jurisdiction in this district.

PARTIES

7. Plaintiff, Ronald Gurrieri, is a resident of Nassau County and was employed as an Ambulance Medical Technician (“AMT”), from July 11, 1980 until December 10, 1992. Plaintiff Gurrieri was promoted to AMT Supervisor on December 11, 1992 and later promoted provisionally to AMT Coordinator on April 4, 1997. Plaintiff Gurrieri was then made permanent AMT Coordinator on November 24, 1997 and holds that title presently. At all relevant times he has been an employee as defined by the FLSA and NYLL.
8. Plaintiff, Diane McCauley, is a resident of Nassau County and has been employed as an AMT since July 22, 1994. At all relevant times she was an employee as defined by the FLSA and NYLL.
9. Plaintiff, Mary Tedesco, is a resident of Nassau County and was employed as an AMT from November 4, 1994 until May 3, 2016, when she was promoted to AMT Supervisor. Plaintiff Tedesco has been employed as an AMT Supervisor since May 3, 2016. At all relevant times she has been an employee as defined by the FLSA, EPA and NYLL.
10. Plaintiff, Lawrence Loiselle, is a resident of Nassau County and has been employed as an AMT since June 21, 1991. At all relevant times he has been an employee as defined by the FLSA and NYLL.
11. Plaintiff, Edward Donoghue, is a resident of Nassau County and was employed as an AMT from April 8, 1988 until April 13, 2015 when he was

promoted to AMT Supervisor. Plaintiff Donoghue has been employed as an AMT Supervisor since April 13, 2015. At all relevant times he has been an employee as defined by the FLSA and NYLL.

12. Defendant, County of Nassau, is a municipal corporation duly incorporated under the laws of the State of New York.

13. Defendant, Nassau County Police Department, is the Agency of the County of Nassau to which AMTs, AMT Supervisors, AMT Coordinators and all AMT titles are assigned.

14. Defendant Civil Service Commission is an agency of the County of Nassau and is responsible for the classification of county positions and establishment of compensation for county employees.

COLLECTIVE ACTION

15. Plaintiffs seek to proceed as a collective action pursuant to 29 U.S.C. §216(b) on behalf of themselves and the following class of persons:

16. All persons who have worked as AMTs, AMT Supervisors or AMT Coordinators and all AMT titles for the Defendants at any time from six years prior to the filing of this Action to the entry of judgment in this Action (hereinafter the "FLSA Class").

17. Plaintiffs and other members of the FLSA Class are similarly situated inasmuch as inter alia, they were at time required to work in excess of their bargained thirty-six (36) hour workweek and at all times, were not paid the correct overtime premium for all hours worked in excess of thirty-six (36) hours per week.

18. Defendants' conduct, as alleged herein, has been willful and has caused significant damage to the Plaintiff and the similarly situated employees.

CLASS ACTION

19. The Plaintiffs also seek to maintain this action as a class action, pursuant to Fed. R. Civ. P. 23(b)(3), on behalf of themselves individually and all other similarly situated employees, who, during the relevant statute of limitations period, have worked as AMTs, AMT Supervisors and AMT Coordinators for Defendants with respect to the claim pleaded in Count II of the complaint.

20. Fed. R. Civ. P. 23(b)(3) provides that a cause of action may be maintained as a class action if the following elements are met:

- a. The Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable;
- b. There are questions of law or fact common to the class which predominate over and questions affecting only individual members;
- c. The claims or defenses of the representative parties are typical of the claims or defenses of the class;
- d. The representative parties will fairly and adequately protect the interest of the class; and
- e. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Class Definitions

21. Plaintiffs seek certification of a class consisting of the following individuals:

All persons who have worked as AMTs, AMT Supervisors or AMT Coordinators and all AMT titles for the Defendants at any time from six years prior to the filing of this Action to the entry of judgment in this Action (hereinafter the “New York Class”).

Numerosity

22. Plaintiffs satisfy the numerosity requirements as the proposed class is so numerous that joinder of all members is impracticable.
23. The proposed class can be identified and located using Defendants’ payroll and personnel records. Class members may be informed of the pendency of this action by direct mail and/or published and broadcast notice.

Common Questions of Fact or Law

24. There are questions of fact and law common to each class member which predominate over any questions affecting only individual members. The questions of fact and law common to each class member arising from Defendants’ actions include, but are not limited to the following:
 25. Whether Plaintiffs and class members have been paid an incorrect overtime premium rate for all hours worked in excess of thirty-six (36) per week;
 26. Whether Plaintiffs and class members have been required to work Supplemental Days; and
 27. Whether Defendants’ failure to pay overtime compensation and the appropriate overtime premium has been willful.
28. The questions set forth above predominate over any questions affecting only individual persons. With respect to considerations of consistency, economy,

efficiency, fairness and equity, a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Typicality

29. Plaintiffs' claims are typical of the claims of class members. As a result of Defendants' unlawful conduct, Plaintiffs suffered similar injuries as those suffered by other members of the respective class they seek to represent.

Adequacy

30. Plaintiffs are adequate representatives of the class they seek to represent because they are members of such class and their interests do no conflict with the interests of the members of the class they seek to represent. The interests of the class members will be fairly and adequately protected by the Plaintiffs and their undersigned counsel. Plaintiffs have hired competent attorneys who are experienced in class action litigation of this type and who are committed to the prosecution of this Action.

Superiority

31. A class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of the parties is impracticable. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently and without the unnecessary duplication of effort and expense if these claims were brought individually.

32. The presentation of separate actions by individual class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants and/or substantially impair or impede the ability of class members to protect their interests.

FACTS

33. Plaintiffs work for defendant, Nassau County, specifically for the Nassau County Police Department (“NCPD”), as AMTs, AMT Supervisors and AMT Coordinators (hereinafter “AMTs”). Their duties include being dispatch via radio calls to the aid of those in need of medical care. Specifically, AMTs assess the situation and provide advanced life support techniques to help sustain life while enroute to a hospital.

34. There are approximately 130 AMTs in the Nassau County Police Department.

35. The 1996 MOU Pilot Program Agreement (hereinafter “1996 Agreement”), reached on September 12, 1996 set forth the schedule of AMTs, AMT Supervisors and AMT Coordinators.

36. The schedule set out in the 1996 Agreement consists of a four (4) week tour cycle.

37. Weeks 1-2 consists of three (3) consecutive 12-hour days for a total work week of thirty-six (36) hours, followed by four calendar days off. Week 3 of the cycle consists of three (3) 12-hour days for a total work week of thirty-six (36) hours, followed by three (3) calendar days off. Week 4 consists of three (3) consecutive 12-hour days for a total work week of thirty-six (36) hours, followed by four (4) calendar days off.

38. Overtime is defined in the 1996 Agreement as the hours worked or scheduled to be worked that exceed thirty-six (36) hours.
39. AMTs and AMT Supervisors assigned to Duty Chart 7 are required to complete three (3) extra 12-hour days per year.
40. These extra days are “Supplemental Days”.
41. Plaintiffs are mandated to work three (3) 12-hour Supplemental Days every year.
42. Two of the days must be worked by the Plaintiffs without compensation while the third may be deducted from the Plaintiffs accrued compensatory, personal or vacation time at the option of the Plaintiffs.
43. In 2000, CSEA and the County entered into a Memorandum of Agreement (“2000 MOU”) concerning several miscellaneous terms and conditions of employment of AMTs, AMT Supervisors and AMT Coordinators.
44. Specifically, the 2000 MOU made the schedule set out in the 1996 Agreement the permanent schedule of all AMTs, AMT Supervisors and AMT Coordinators.
45. During their employment, three weeks per year, Plaintiffs regularly worked 48-hour work weeks.
46. Plaintiffs were not paid overtime compensation when they worked more than 36 hours a week as a result of the Supplemental Day.
47. Plaintiffs were not paid overtime compensation when they worked more than thirty-six (36) hours a week as a result of the Supplemental Day.

48. Plaintiffs were never paid one and a half times their regular rate of pay when they worked more than 36 hours a week as a result of the Supplemental Day.
49. Moreover, when Plaintiffs do work over thirty-six (36) hours per week not resulting from Supplemental Days, Plaintiffs are compensated at the incorrect overtime rate.
50. AMTs, AMT Supervisors and AMT Coordinators are paid on a bi-weekly basis. The paychecks of AMTs, AMT Supervisors and AMT Coordinators reflect that they work eighty (80) hours during this two-week period when in reality they are only working seventy-two (72).
51. As a result, when the AMTs, AMT Supervisors and AMT Coordinators overtime rates are being calculated their salary is being divided by the incorrect number of hours, resulting in a lower hourly rate.
52. The result is an underpayment of overtime compensation.
53. Other departments in the Nassau County Police Department, including Communication Bureau Operators, work similar 12-hour shifts per week and their overtime rate are calculated correctly.
54. Additionally, Plaintiffs are not paid overtime compensation when they work more than thirty-six (36) hours during a week due to mutuals and tour changes.
55. "Mutuals" are shift swaps between employees. If an employee has a conflict with the work schedule to which he or she was assigned, the employee could find another employee who would work that shift. In return, the first employee would cover one of the second employee's shifts, as mutually agreed.

56. When Plaintiffs pay back a mutual or tour change beyond their current pay period, causing them to work beyond thirty-six (36) hours in a subsequent pay period, they are not paid overtime compensation.

COUNT I
VIOLATION OF THE FAIR LABOR STANDARDS ACT
29 U.S.C. § 201 ET SEQ.
FAILURE TO COMPENSATE FOR OVERTIME AND
FAILURE TO COMPENSATE AT CORRECT OVERTIME
PREMIUM RATE

57. Plaintiffs repeat and reallege each allegation contained in paragraphs 1 through 56 above.

58. At all times relevant to this Complaint, the Defendants have been and continue to be an “employer” within the meaning of the FLSA (29 U.S.C. § 207(a)(2)).

59. At all times relevant to this Complaint, the Defendants have “employed” Plaintiffs suffering or permitting them to work within the meaning of the FLSA (29 U.S.C. § 203(g)).

60. Section 207(a)(1) of the FLSA states that an employee must be paid overtime, equal to at least one and one-half times the employee’s regular rate of pay, for all hours worked in excess of 40 per week.

61. However, the FLSA is a minimum standard and employers may by collective bargaining agreement shorten the work week. *See Addison v. Huron Stevedoring Corp.*, 69 F. Supp. 956, 958 (S.D.N.Y. 1947), rev’d sub nom. *Aaron v. Bay Ridge Operating Co.*, 162 F.2d 665 (2d Cir. 1947), modified, 334 U.S. 446 (1948).

62. Nonetheless, employers must still pay employees overtime, equal to at least one and one-half times the employee's regular rate for all hours worked in excess of the stipulated work week. See *Addison v. Huron Stevedoring Corp.*, 69 F. Supp. 956, 958 (S.D.N.Y. 1947), rev'd sub nom. *Aaron v. Bay Ridge Operating Co.*, 162 F.2d 665 (2d Cir. 1947), modified, 334 U.S. 446 (1948).
63. Defendants' failures to pay overtime wages to Plaintiffs for such work violates the FLSA (29 U.S.C. §207).
64. Defendants' failures to pay the correct overtime premium to Plaintiffs for such work violates the FLSA (29 U.S.C. § 207).
65. Defendants' repeated and intentional failures to provide required compensation for all hours worked by Plaintiffs were not made in good faith within the meaning of the FLSA (29 U.S.C. § 260).
66. Defendants have acted willfully and have either known that their conduct violated the FLSA or have shown reckless disregard for the matter of whether their conduct violated the FLSA. Defendants have not acted in good faith with respect to the conduct alleged herein.
67. As a result of Defendants' violations of the FLSA, Plaintiffs have incurred harm and loss in an amount to be determined at trial, along with liquidated damages, attorneys' fees and cost of litigation pursuant to 29 U.S.C. § 216(b).

COUNT II
VIOLATION OF THE NEW YORK LABOR ARTICLE 6 AND 19
FAILURE TO PAY OVERTIME UNDER THE NEW YORK LABOR LAW

68. Plaintiffs repeat and reallege each allegation contained in paragraphs 1 through 67 above.

69. At all times relevant to this Complaint, Defendants were an “employer” of Plaintiffs within the meaning of the NYLL and the regulations pertaining thereto.
70. At all times relevant to this Complaint, Plaintiffs were an “employee” of Defendants within the meaning of the NYLL and the regulations pertaining thereto.
71. At all times relevant to this Complaint, Defendants employed Plaintiffs, suffering or permitting them to work within the meaning of NYLL and the regulations pertaining thereto.
72. Defendants failed to pay overtime premiums to Plaintiffs for all such work hours in excess of thirty-six (36) hours per workweek, in violation of the NYLL and the regulations pertaining thereto.
73. Defendants failed to pay correct overtime premiums to Plaintiffs for all such work hours in excess of thirty-six (36) hours per workweek, in violation of the NYLL and the regulations pertaining thereto.
74. Plaintiff and the other members of the New York Class are victims of a uniform compensation policy. This uniform policy, in violation of the New York Labor Articles, has been applied to all members of the New York Class and has deprived them of proper overtime compensation.
75. Defendants have acted willfully and have either known that their conduct violates the New York Labor Articles or have shown a reckless disregard for the matter of whether their conduct violated the New York Labor Articles.

Defendants have not acted in good faith with respect to the conduct alleged herein.

76. As a result of Defendants' violation of the NYLL and the regulations promulgated therein, Plaintiffs and all other members of the New York Class have incurred harm and loss in an amount to be determined at trial along with liquidated damages, attorneys' fees and cost of litigation, pursuant to the NYLL.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, by and through their attorneys, the Law Offices of Louis D. Stober, Jr., LLC, respectfully request judgment against Defendants, jointly and severally and in favor of Plaintiffs and all others similarly situated, for a sum that will properly, adequately and completely compensate Plaintiffs and all others similarly situated for the nature, extent and duration of the damages, costs of this action and as follows:

77. Designate this action as a collective and class action;
78. Order the Defendants to file with this Court and furnish to counsel a list of all names and addresses of all AMTs, AMT Supervisors and AMT Coordinators who currently work for or who have worked for Defendants within the last six years;
79. Authorize Plaintiffs' counsel to issue a notice at the earliest possible time to all current and former AMTs, AMT Supervisors and AMT Coordinators employed by the Defendants during the six years immediately preceding this

Action, informing them that this Action has been filed, of the nature of the Action, and of their right to opt into this lawsuit if they worked in excess of thirty-six (36) hours in a week during the liability period for which they were not paid the FLSA-required overtime and/or not compensated at the correct overtime rate.

80. Declare and find that the Defendants committed one or more of the following acts:
81. Violated provisions of the FLSA by failing to pay overtime wages and correct overtime premiums to Plaintiffs and similarly situated persons who opt into this Action;
82. Willfully violated the overtime provisions of the FLSA
83. Violated the provisions of the NYLL by failing to pay overtime wages and correct overtime premiums to Plaintiffs and all class members;
84. Willfully violated the applicable provisions of the NYLL.
85. Award compensatory damages, including all overtime compensation owed, in an amount according to proof;
86. Award interest on all NYLL claims and other compensation due accruing from the date such amounts were due;
87. Award all costs, attorney's fees incurred in prosecuting this action as well as liquidated damages under the FLSA and NYLL.
88. Award a tax bump up on any award to offset the tax consequences of a lump-sum payment, calculated annually, in order to make each Plaintiff whole

again. *See* Gulino v. Bd. of Educ. of the City Sch. Dist. of the City of New York, 2016 WL 4129111, at *3 (S.D.N.Y. Aug. 3, 2016); and

89. Provide such further relief as the Court deems just and equitable.

Dated: Mineola, New York
December 15, 2016



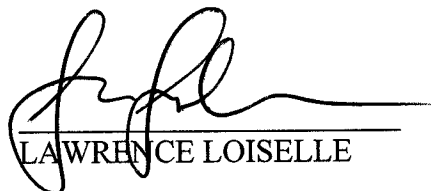
Law Offices of
Louis D. Stober, Jr., LLC
Attorneys for Plaintiffs
98 Front Street
Mineola, New York 11501
(516) 742-6546

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)


Lawrence Loisel, being duly sworn deposes and says:

I am the plaintiff in the within action; I have read the annexed Summons and Complaint, know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.




LAWRENCE LOISEL

Sworn to before me this
15 day of December, 2016



Notary Public

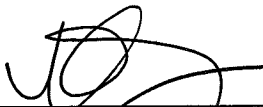
LOUIS D. STOBER
Notary Public, State of New York
No. 02ST4822083
Qualified in Nassau County
Commission Expires Oct. 31, 2017 

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

Mary Tedesco, being duly sworn deposes and says:

I am the plaintiff in the within action; I have read the annexed Summons and Complaint, know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.



MARY TEDESCO

Sworn to before me this
15 day of December, 2016



Notary Public

LOUIS D. STOBER
Notary Public, State of New York
No. 02ST4822083
Qualified in Nassau County
Commission Expires Oct. 31, 20 18

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

Edward Donoghue, being duly sworn deposes and says:

I am the plaintiff in the within action; I have read the annexed Summons and Complaint, know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.


EDWARD DONOGHUE

Sworn to before me this
15 day of December, 2016



Notary Public

LOUIS D. STOBER
Notary Public, State of New York
No. 02574922003
Qualified in Nassau County
Commission Expires Oct. 31, 20 18

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
RONALD GURRIERI, DIANE MCCAULEY,
LAWRENCE LOISELLE, MARY TEDESCO,
EDWARD DONOGHUE, and all others
similarly situated,

Plaintiffs,

**SUMMONS AND
VERIFIED
COMPLAINT**

Jury Demanded on
all Counts

-against-

Index No.:

COUNTY OF NASSAU, NASSAU COUNTY
POLICE DEPARTMENT, and NASSAU COUNTY
CIVIL SERVICE COMMISSION

Defendants.

-----X

SUMMONS AND VERIFIED COMPLAINT

Law Office of
LOUIS D. STOBBER, JR., LLC
Attorneys for Plaintiff
98 Front Street
Mineola, New York 11501
(516) 742-6546
(516) 742-8603 fax

JS 44 (Rev. 07/16)

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

Ronald Guerrieri, Diane McCauley, Lawrence Loisele, Mary Tedesco, Edward Donoghue, and all others similarly situated

(b) County of Residence of First Listed Plaintiff Nassau

CV 16-6983

(c) Attorneys (Firm Name, Address, and Telephone Number)

Law Offices of Louis D. Stober, Jr., LLC
Louis D. Stober, Jr., Esq.
98 Front Street
Mineola NY 11501 (516) 742-6540

DEFENDANTS

County of Nassau, Nassau County Police Department and Nassau County Civil Service Commission

County of Residence of First Listed Defendant Nassau

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

SPATT, J. LOCKE, M.J. SUMMONS ISSUED

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	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"/> 110 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"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<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 Antitrust <input type="checkbox"/> 430 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"/> 893 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):

29 U.S.C. 201 et seq

Brief description of cause:

Unpaid Overtime

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: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

4653109412

EASTERN DISTRICT OF NEW YORK
 9 AM 10:53
 FILED
 CLERK

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.

I, Louis D. Stober, Jr., 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? Yes
 - b) Did the events or 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

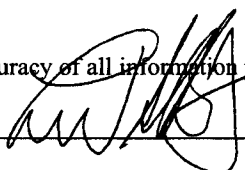
I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

- 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

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: [NY's Nassau County Police Dept. Booked with Unpaid Overtime Suit](#)
