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

10 Bablu Husen, *individually and on behalf of* )  
11 *all other employees similarly situated,* )

12 *Plaintiff,* )

13 **FLSA COLLECTIVE ACTION**  
14 **COMPLAINT**

15 -v- )

16 Sagar Food USA Inc d/b/a Sagar Chinese, )  
17 Sagar Chinese, Inc. d/b/a Sagar Chinese, )  
18 Shamiur Rahman, and Afruja Akter July, )  
19 *jointly and severally,* )  
20 *Defendants.* )

21 **NATURE OF THE ACTION**

22 1. Plaintiff Bablu Husen ("Plaintiff"), brings this action under the Fair Labor  
23 Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et. seq.* on behalf of himself and others similarly  
24 situated, in order to remedy Defendants' wrongful withholding of Plaintiff's earned wages and  
25 overtime compensation. Plaintiff also brings these claims under New York Labor Law  
26 ("NYLL"), Article 6, §§ 190 *et. seq.*, and Article 19, §§ 650 *et. seq.*, as well as the supporting  
27 New York State Department of Labor Regulations for violations of minimum wage and  
28 overtime wage requirements, spread-of-hours pay, unlawful retention of gratuities, and notice  
and record-keeping requirements.

2. Defendants engaged in their unlawful conduct pursuant to a corporate policy of

1 minimizing labor costs and denying employees compensation by knowingly violating the  
2 FLSA and NYLL. Defendants' conduct extended beyond the Plaintiff to all other similarly  
3 situated employees. Plaintiff seeks certification of this action as a collective action on behalf of  
4 themselves individually and those other similarly situated employees and former employees of  
5 Defendants pursuant to 29 U.S.C. § 216(b).  
6

## 7 8 **JURISDICTION AND VENUE**

### 9 **Federal Question Jurisdiction and Supplemental Jurisdiction**

10 3. This Court has original subject matter jurisdiction over this action under 28  
11 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,  
12 namely, the Fair Labor Standards Act and 29 U.S.C. §§ 201 *et seq.* Additionally, this Court has  
13 supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. §1367(a).  
14

### 15 **Personal Jurisdiction**

16 4. This Court may properly maintain personal jurisdiction over Defendants under  
17 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and  
18 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply  
19 with traditional notions of fair play and substantial justice.  
20

### 21 **Venue**

22 5. Venue is proper in the Eastern District of New York under 28 U.S.C. §§ 1391  
23 (b) (1) and (2) because Defendants conduct business in this judicial district and because a  
24 substantial part of the acts or omissions giving rise to the claims set forth herein occurred in  
25 this judicial district.  
26  
27  
28

**THE PARTIES**

**Plaintiff:**

6. Plaintiff Bablu Husen is an adult individual residing in the State of New York, County of Kings.

7. During the relevant time period, Plaintiff was a covered employee within the meaning of the FLSA, 29 U.S.C. § 203(e) and the NYLL § 190, employed by Defendants, Sagar Food USA Inc, Sagar Chinese, Inc., Shamiur Rahman, and Afruja Akter July (collectively “Defendants”) and performed work in New York.

8. Plaintiff consented in writing to be a party to the FLSA claims in this action, pursuant to 29 U.S.C. §216(b), and his consent form is attached hereto.

**Defendants:**

9. Sagar Food USA Inc d/b/a Sagar Chinese (hereinafter "Sagar Food") is a domestic business corporation organized and existing under the laws of the state of New York, formed on June 25, 2012.

10. Sagar Food USA Inc operates a Chinese restaurant with the name “Sagar Chinese”, located at 87-47 Homelawn Street, Jamaica, NY 11432.

11. At all relevant times, Sagar Food employed about 18-20 employees, was open seven days per week and serviced well over 200 guests per day.

12. At all relevant times, Sagar Food maintained control, oversight, and direction over the Plaintiff, including timekeeping, payroll, and other employment practices that applied to him.

13. At all relevant times, Sagar Food was an employer engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29

1 U.S.C. §§ 206(a) and 207(a) and employed Plaintiff within the meaning of the FLSA.

2 14. At all relevant times, Sagar Food used goods and materials produced in  
3 interstate commerce, such as food and food ingredients manufactured out of state, particularly  
4 in China and India, and distributed in New York and employed numerous individuals who  
5 handled these goods and materials. *See Exhibit A.*

6  
7 15. At all relevant times, Plaintiff was employed by Sagar Food within the meaning  
8 of the NYLL §§ 2 and 651.

9 16. Upon information and belief, at all relevant times, Sagar Food's annual gross  
10 volume of sales made, or business done, was not less than Five Hundred Thousand Dollars  
11 (\$500,000.00) exclusive of separate retail excise taxes, within the meaning of the FLSA, 29  
12 U.S.C. § 203(s)(1)(A)(ii).

13  
14 17. Sagar Chinese, Inc. d/b/a Sagar Chinese (hereinafter "Sagar Chinese") is a  
15 domestic business corporation organized and existing under the laws of the state of New York,  
16 formed on January 17, 2008.

17  
18 18. Sagar Chinese operates a Chinese restaurant with the name "Sagar Chinese",  
19 located at 74-19 37th Ave, Jackson Heights, NY 11372.

20 19. At all relevant times, Sagar Chinese employed about 20 employees, was open  
21 seven days per week and serviced well over 250 guests per day.

22 20. At all relevant times, Sagar Chinese maintained control, oversight, and direction  
23 over the Plaintiff, including timekeeping, payroll, and other employment practices that applied  
24 to him.

25  
26 21. At all relevant times, Sagar Chinese was an employer engaged in interstate  
27 commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29  
28

1 U.S.C. §§ 206(a) and 207(a) and employed Plaintiff within the meaning of the FLSA.

2 22. At all relevant times, Sagar Chinese used goods and materials produced in  
3 interstate commerce, such as food and food ingredients manufactured out of state, particularly  
4 in China and India, and distributed in New York and employed numerous individuals who  
5 handled these goods and materials. *See Exhibit A.*

6  
7 23. At all relevant times, Plaintiff was employed by Sagar Chinese within the  
8 meaning of the NYLL §§ 2 and 651.

9 24. Upon information and belief, at all relevant times, Sagar Chinese's annual gross  
10 volume of sales made, or business done, was not less than Five Hundred Thousand Dollars  
11 (\$500,000.00) exclusive of separate retail excise taxes, within the meaning of the FLSA, 29  
12 U.S.C. § 203(s)(1)(A)(ii).

13  
14 25. Shamiur Rahman ("Rahman"), was, at all relevant times throughout Plaintiff's  
15 employment, owner, principal, authorized operator, manager, shareholder and/or agent of the  
16 two Corporate Defendants.

17  
18 26. At all relevant times throughout Plaintiff's employment, Rahman had the  
19 discretionary power to create and enforce personnel decisions on behalf of both Corporate  
20 Defendants, including but not limited to: hiring and terminating employees; setting and  
21 authorizing issuance of wages; maintaining employee records; setting employees' schedules;  
22 instructing, supervising and training employees; and otherwise controlling the terms and  
23 conditions for the Plaintiff while he was employed by Defendants.

24  
25 27. Upon information and belief, Rahman set and/or approved the Corporate  
26 Defendants' payroll policies, including the unlawful practices complained of herein, which  
27 were communicated to Plaintiff by Defendant July. Further, Rahman had the power and  
28

1 authority to stop the violations complained herein and failed to do so.

2 28. Upon information and belief, Rahman hired Defendant Afruja Akter July as a  
3 manager.

4 29. Rahman was actively involved in the day-to-day operations of both Corporate  
5 Defendants and frequently attended both restaurants to oversee the work of Plaintiff and other  
6 employees. *See Exhibit A.*

7 30. Accordingly, Defendant Rahman was a “covered employer” within the meaning  
8 of the FLSA, 29 U.S.C. § 203(d) and regulations thereunder, 29 C.F.R. § 791.2, and the NYLL  
9 § 2, and is jointly and severally liable, in his individual capacity, for the unpaid wages and  
10 other damages sought herein.  
11

12 31. Afruja Akter July ("July"), was, at all relevant times throughout Plaintiff’s  
13 employment, owner, principal, authorized operator, manager, shareholder and/or agent of the  
14 two Corporate Defendants.  
15

16 32. At all relevant times throughout Plaintiff’s employment, July had the  
17 discretionary power to create and enforce personnel decisions on behalf of both Corporate  
18 Defendants, including but not limited to: hiring and terminating employees; setting and  
19 authorizing issuance of wages; maintaining employee records; setting employees' schedules;  
20 instructing, supervising and training employees; and otherwise controlling the terms and  
21 conditions for the Plaintiff while he was employed by Defendants.  
22

23 33. Specifically, July functioned as the day-to-day general manager of the  
24 Corporate Defendants. July hired the Plaintiff, supervised and trained him, paid him, in  
25 accordance with Defendant Rahman’s instructions, assigned him his day-to-day duties, and  
26 eventually terminated his employment.  
27  
28



1           40. From in or around March 2018 until the end of his employment, Plaintiff's  
2 hours of work increased to approximately 77 hours per week. Specifically, Plaintiff worked  
3 seven days per week, from 12:00 p.m. to 11:30 p.m., with a 20-30 minute lunch break each  
4 day. See e.g. **Exhibit B** time clock receipt showing a total of 153.45 hours worked for the two  
5 week period of 7/30/2018 – 8/12/2018.  
6

7           41. Plaintiff worked at both of Defendants' restaurants according to Defendants'  
8 instructions and needs. Plaintiff was primarily stationed at the Jamaica location; however, he  
9 worked principally at the Jackson Heights location from in or around February to March 2018,  
10 since the Jamaica location was undergoing renovations.  
11

12           42. Throughout the duration of his employment, Plaintiff did not have any  
13 supervisory authority nor did he exercise discretion or independent judgment with respect to  
14 matters of significance.  
15

16           43. Plaintiff never had any managerial duties, such as hiring and firing employees,  
17 doing payroll and setting employees' hours of work.  
18

**Plaintiff's Remuneration**

19           44. Following his initial "training period" whereby Plaintiff was not paid at all,  
20 Plaintiff received \$3.00 per hour for all his hours worked during the time period of June 2017  
21 to November 2017.  
22

23           45. In or around December 2017, Plaintiff's pay increased to \$4.00 per hour for all  
24 his hours worked.  
25

26           46. In or around April 2018, Plaintiff's pay increased to \$5.00 per hour for all his  
27 hours worked. This rate remained the same until the end of his employment.  
28

          47. For the example for the two week period of 7/30/2018 – 8/12/2018, when



1 Plaintiff worked a total of 153.45 hours, Plaintiff was paid a total gross amount of \$767.25  
2 (153.45 \* \$5.00 = \$767.25). *See Exhibit B.*

3 48. Initially, Plaintiff received his pay in cash. In or around December 2017,  
4 Plaintiff started receiving his pay either in check, or a combination of cash and check.

5 49. Plaintiff received his pay bi-weekly; however, frequently his pay was received  
6 late and checks bounced.

7 50. Throughout his employment, Plaintiff also received approximately \$15.00 to  
8 \$30.00 in tips per day. However, the tips received were never enough to bring his overall  
9 weekly wages above minimum wage.

10 51. Plaintiff was required to input all his gratuities in a tip pool shared by all tipped  
11 employees. Defendant July, the restaurants' manager, took 50% of all tips in the tip pool,  
12 before the tips were distributed to the tipped employees, including Plaintiff.  
13

14 **Defendants' Unlawful Corporate Practices**

15 52. Defendants repeatedly paid Plaintiff at a rate, which was below the statutory  
16 minimum wage. *See e.g. Exhibit B.*

17 53. Defendants repeatedly suffered or permitted Plaintiff to work in excess of forty  
18 (40) hours per week without paying him the appropriate premium overtime pay of one and one-  
19 half times the statutory minimum wage. *See e.g. Exhibit B.*

20 54. Defendants never provided Plaintiff with an extra hour's pay at minimum wage  
21 during all the occasions in which the duration of his shift exceeded 10 hours per day. *See e.g.*  
22 **Exhibit B.**

23 55. Defendant July unlawfully retained Plaintiff's and other employees' gratuities  
24 from a tip pool which was intended to compensate the tipped employees.  
25

1           56. Defendants willfully disregarded and purposefully evaded record-keeping  
2 requirements of the FLSA and NYLL by failing to maintain accurate and complete timesheets  
3 and payroll records. Defendants also failed to establish and maintain accurate tip records  
4 showing the amount, shares and daily log of tips collected by each employee at each position.

5           57. On November 17, 2016, the United States District Court for the Eastern District  
6 of New York entered judgment against Defendants Sagar Chinese, Inc. and Shamiur Rahman,  
7 as a result of their unlawful wage and hour practices. *See Rosales v. Sagar Chinese, Inc. et al.*,  
8 1:15-cv-06392-ENV-RER (EDNY 11/17/2016). Remarkably, Defendants, instead of correcting  
9 their unlawful wage and hour violations by paying their employees properly, they created  
10 fictional pay stubs for employees, including Plaintiff, in order to mask those violations.  
11

12           58. The pay stubs given to Plaintiff intentionally grossly understated his hours of  
13 work.  
14

15           59. For example, for the two week period of 7/30/2018 – 8/12/2018, when Plaintiff  
16 worked a total of 153.45 hours (Exhibit B), Plaintiff received a pay stub stating that he  
17 purportedly only worked for 59.80 hours and purportedly received an hourly rate of \$10.00 for  
18 all his hours worked, which was false. *See Exhibit C*.

19           60. Plaintiff was not provided with a wage notice at the time of hire or at any point  
20 thereafter.  
21

22           61. Upon information and belief, while Defendants employed Plaintiff, they failed  
23 to post notices explaining the minimum and overtime wage rights of employees under the  
24 FLSA and NYLL and failed to inform Plaintiff of such rights.  
25

26           62. Plaintiff has personal knowledge of other employees of Defendants who are  
27 similarly situated and who also worked hours for which they were not paid minimum and  
28

1 overtime wages.

2 **Defendants were joint employers of Plaintiff and/or a single integrated employer**

3 63. At all relevant times, Individual and Corporate Defendants were joint employers  
4 of Plaintiff and the Collective Action Members, acted in the interest of each other with respect  
5 to Plaintiff's and other employees' remuneration, and had common policies and practices as to  
6 wages and hours, pursuant to 29 C.F.R. § 791.2 and NYLL § 2. Factors indicating joint  
7 employment include:  
8

- 9 a. Corporate Defendants all suffered or permitted Plaintiff to work.  
10 b. Each of the Defendants acted directly or indirectly in the interest of one another  
11 in relation to Plaintiff and similarly situated employees.  
12 c. Defendants each have an economic interest in the locations in which Plaintiff  
13 and similarly situated employees worked.  
14 d. Defendants all simultaneously benefitted from Plaintiff's work.  
15 e. Defendants each had either functional and/or formal control over the terms and  
16 conditions of work of Plaintiff and similarly situated employees.  
17 f. Plaintiff and similarly situated employees performed work integral to each  
18 Corporate Defendant's operation.  
19  
20

21 64. In the alternative, all Defendants functioned together as a single integrated  
22 employer of Plaintiff within the meaning of the FLSA and NYLL.  
23

24 65. Upon information and belief, Corporate Defendants Sagar Food USA Inc and  
25 Sagar Chinese, Inc. are related entities and operate together as a single integrated enterprise.  
26 Specifically, both are owned, managed, and operated by the same core team of individuals,  
27 including Defendants Shamiur Rahman, and Afruja Akter July.  
28

1           66. Both Sagar Food USA Inc and Sagar Chinese, Inc. do business as “Sagar  
2 Chinese” and both corporations have designated the same location, namely 87-47 Homelawn  
3 Street, Jamaica Hills, New York, 11432, as the place for service of process upon them.

4           67. Furthermore, both “Sagar Chinese” locations, along with a location in Bellerose,  
5 are considered and publicly hold themselves as “branches” of the same establishment and  
6 advertise themselves under a unified website, namely <https://sagarchinese.com/>. See **Exhibit**  
7 **A**. The three branches are also referred to as “the Renowned Sagar Chinese Restaurant.” *Id.*  
8 The three branches also utilize an identical food menu, newsletter for customers, and customer  
9 list. *Id.*  
10

11           68. The operations of both Sagar Food USA Inc and Sagar Chinese, Inc. are  
12 intermingled and they employ the same personnel, including the Plaintiff in this action. Upon  
13 information and belief, managers and supervisors of each Corporate Defendant were, at all  
14 relevant times, considered, accounted for and publicly held out themselves as managers and  
15 supervisors of both Corporate Defendants. Individual Defendants, as well as, all other owners,  
16 principals, managers, and agents of each Corporate Defendant had the authority to hire, fire,  
17 train and discipline personnel in both Corporate Defendants  
18

19           69. Upon information and belief, all non-exempt employees at both Corporate  
20 Defendants perform the same job duties, are subject to the same employment policies and  
21 practices, and are directed by Defendants to shift locations in accordance with the Defendants’  
22 needs. In particular, Plaintiff was instructed to work at either location of “Sagar Chinese” in  
23 accordance with their needs. Plaintiff worked similar hours and received the same rate of pay  
24 irrespective of which location he was working from.  
25  
26  
27  
28

1 70. Accordingly, all non-exempt employees working at any one Corporate  
2 Defendant at a particular instance were simultaneously considered and accounted for as  
3 employees of both Corporate Defendants collectively.

4 71. Upon information and belief, both Corporate Defendants operated under an  
5 agreement whereby they would treat all their employees, including Plaintiff, as a pool of  
6 workers available to all of them.  
7

8 **COLLECTIVE ACTION ALLEGATIONS**

9 72. Pursuant to 29 U.S.C. §§ 203, 206, 207, and 216(b), Plaintiff brings his First  
10 and Second causes of action as a collective action under the FLSA on behalf of himself and the  
11 following collective:  
12

13 All persons employed by Defendants at any time from November 23, 2015 to  
14 the present day (the “Collective Action Period”) who worked as tipped  
15 employees, and other non-exempt employees of the Defendants (the “Collective  
16 Action Members”).  
17

18 73. A collective action appropriate in these circumstance because Plaintiff and the  
19 Collective Action Members are similarly situated, in that they were all subject to Defendants’  
20 illegal policies of failing to pay wages at or above the statutory minimum and failing to pay  
21 overtime wages for all hours worked above 40 hours per week.  
22

23 74. Plaintiff and the Collective Action Members have substantially similar job  
24 duties and are paid pursuant to a similar, if not the same, payment structure.

25 75. The claims of the Plaintiff stated herein are similar to those of the other  
26 employees.  
27  
28

**FIRST CAUSE OF ACTION**

**Fair Labor Standards Act – Violation of Minimum Wage Requirements  
(Brought on Behalf of Plaintiff and the Collective Action Members)**

1  
2  
3  
4 76. Plaintiff, on behalf of himself and the Collective Action Members, realleges and  
5 incorporates by reference all allegations made in all preceding paragraphs as if fully set forth  
6 herein.

7 77. Defendants, at all relevant times, paid Plaintiff and the Collective Action  
8 Members in amounts below the applicable statutory minimum wage for their hours worked, in  
9 violation of the FLSA, 29 U.S.C. § 206.  
10

11 78. Defendants did not even pay Plaintiff and the Collective Action Members at a  
12 lower tip-credited rate allowed for food service employees.

13 79. Defendants' unlawful conduct, as described in this Complaint, has been willful  
14 and intentional. Defendants were aware, or should have been aware, that the practices  
15 described in this Complaint were unlawful. Accordingly, a three-year statute of limitations  
16 applies pursuant to 29 U.S.C. § 255(a).  
17

18 80. As a result of the Defendants' violations of the FLSA, Plaintiff and the  
19 Collective Action Members have suffered damages by being denied wages at or exceeding the  
20 statutory minimum in accordance with the FLSA in amounts to be determined at trial and are  
21 thus entitled to recovery of such amounts, liquidated damages, attorneys' fees, costs, and other  
22 compensation pursuant to 29 U.S.C. § 216 (b).  
23

**SECOND CAUSE OF ACTION**

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

24  
25  
26  
27  
28 81. Plaintiff, on behalf of himself and the Collective Action Members, realleges and

1 incorporates by reference all allegations made in all preceding paragraphs as if fully set forth  
2 herein.

3 82. Defendants failed to pay Plaintiff and the Collective Action Members overtime  
4 wages for all hours worked above 40 hours per week thereby violating the FLSA, 29 U.S.C. §  
5 207(a)(1) at a rate of one and one half times their regular rate of pay, but under no  
6 circumstances, below one and one half times the statutory minimum wage.  
7

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

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

18 **THIRD CAUSE OF ACTION**

19 **New York Labor Law – Violation of Minimum Wage Requirements**

20 85. Plaintiff realleges and incorporates by reference all allegations in all preceding  
21 paragraphs as if fully set forth herein.  
22

23 86. Defendants, at all relevant times, paid Plaintiff less than the applicable statutory  
24 minimum wage for his hours worked in violation of NYLL § 652 and the supporting New York  
25 State Department of Labor regulations, including 12 N.Y.C.R.R. Part 146-1.2.

26 87. Defendants did not even pay Plaintiff and the Collective Action Members at a  
27 lower tip-credited rate allowed for food service employees.  
28

1 88. Defendants' failure to pay Plaintiff the minimum wage lacked a good faith basis  
2 within the meaning of NYLL § 663.

3 89. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from  
4 Defendants his unpaid minimum wages, liquidated damages as provided for by the NYLL,  
5 reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to  
6 NYLL § 198 (1-a).  
7

8 **FOURTH CAUSE OF ACTION**

9 **New York Labor Law – Unpaid Overtime Wages**

10 56. Plaintiff realleges and incorporates by reference all allegations in all preceding  
11 paragraphs.  
12

13 57. Defendants failed to pay Plaintiff overtime wages for all hours worked above  
14 40 hours per week thereby violating the NYLL §§ 190 *et seq.* and the New York State  
15 Department of Labor regulations, 12 N.Y.C.R.R. Part 146-1.4.

16 58. Defendants' failure to pay Plaintiff overtime compensation lacked a good faith  
17 basis within meaning of NYLL § 663.  
18

19 59. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recovery of  
20 their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable  
21 attorneys' fees and costs of the action, pre-judgment and post-judgment interest, pursuant to  
22 NYLL § 198 (1-a).  
23

24 **FIFTH CAUSE OF ACTION**

25 **New York Labor Law – Unpaid Spread-of-Hours Pay**

26 90. Plaintiff realleges and incorporates by reference all allegations in all preceding  
27 paragraphs.  
28



1 91. Defendants have failed to pay Plaintiff spread-of-hours compensation of one  
2 hour's pay at the basic minimum hourly wage rate for each day during which the interval  
3 between the beginning and end of Plaintiff's shift exceeded ten (10) hours, as defined by the  
4 New York State Department of Labor regulations, 12 N.Y.C.R.R. Part 146-1.6.

5 92. Defendants' failure to pay Plaintiff spread-of hours compensation lacked a good  
6 faith basis within the meaning of NYLL § 663.

7 93. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from  
8 Defendants his unpaid spread-of-hours pay, liquidated damages as provided for by the NYLL,  
9 attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to NYLL § 198 (1-  
10 a).  
11

12  
13 **SIXTH CAUSE OF ACTION**

14 **New York Labor Law – Failure to Provide Wage Statements**

15 94. Plaintiff realleges and incorporates by reference all allegations in all preceding  
16 paragraphs.  
17

18 95. Defendants have failed to provide Plaintiff with wage statements throughout his  
19 employment listing, *inter alia*, his regular and overtime hours of work, his correct rate of pay,  
20 and the basis of pay, in violation of NYLL § 195(3). Instead, Defendants either did not provide  
21 Plaintiff with any pay stubs, or provided him with fictional paystubs that did not accurately  
22 reflect all his hours of work and the correct rate of pay.  
23

24 96. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from  
25 Defendants' statutory damages of Two Hundred and Fifty dollars (\$250) per workday that the  
26 violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL §  
27 198 (1-d).  
28

**SEVENTH CAUSE OF ACTION**

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

1  
2  
3 97. Plaintiff realleges and incorporates by reference all allegations in all preceding  
4 paragraphs.

5  
6 98. Defendants failed to provide Plaintiff at the time of hiring or at any point  
7 thereafter, a notice containing the rate of pay and basis thereof, whether paid by the hour, shift,  
8 day, week, salary, piece, commission, or other; the regular pay day designated by the employer;  
9 the physical address of the employer's main office or principal place of business; the telephone  
10 number of the employer, and anything otherwise required by law, in violation of NYLL §  
11 195(1).  
12

13 99. Due to Defendants' violations of the NYLL § 195(1), Plaintiff is entitled to  
14 recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the violation  
15 occurred, up to a maximum of Five Thousand Dollars (\$5,000) pursuant to NYLL § 198 (1-b).  
16

**EIGHTH CAUSE OF ACTION**

**New York Labor Law- Unlawful Withholding of Gratuities**

17  
18  
19 100. Plaintiff realleges and incorporates by reference all allegations in all preceding  
20 paragraphs.  
21

22 101. Defendant July unlawfully retained 50% of all gratuities collected by the tip pool  
23 from which Plaintiff and other employees participated in violation of NYLL Article 6, § 196-d  
24 and 12 N.Y.C.R.R. §§146-2.15 and 146-2.18 .

25 102. As a result of Defendants' continuous and willful violations of the NYLL § 196-d  
26 and the supporting New York State Department of Labor Regulations, 12 N.Y.C.R.R. Part 146  
27 *et seq.*, Plaintiff is entitled to damages for the value of the misappropriated gratuities, liquidated  
28

1 damages as provided for by NYLL § 198(1-a), reasonable attorneys' fees, costs, and pre-  
2 judgment and post-judgment interest.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff seeks the following relief:

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

9  
10 B. Issuance of a declaratory judgment that the practices complained of in this  
11 Complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New  
12 York Labor Law, Article 6, §§ 190 *et seq.*, and supporting New York State Department of  
13 Labor regulations;

14  
15 C. Unpaid minimum and overtime wages under the FLSA and an additional and  
16 equal amount as liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting United  
17 States Department of Labor regulations;

18  
19 D. Unpaid minimum and overtime wages, spread-of-hours pay, and unlawfully  
20 withheld gratuities under the NYLL, and an additional and equal amount as liquidated damages  
21 pursuant to NYLL §198(1-a) and § 663(1);

22  
23 E. Civil penalties of One Thousand One Hundred Dollars (\$1,100.00) for each of  
24 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);

25  
26 F. A permanent injunction requiring Defendants to pay all statutorily required  
27 wages pursuant to the FLSA and NYLL;

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

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

6 I. An award of statutory damages for Defendants' failure to provide Plaintiff with  
7 wage statements pursuant to NYLL § 198 (1-d);

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

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

12 L. An award of attorney's fees, costs, and further expenses up to Fifty Dollars  
13 (\$50.00), pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

14 M. Such other relief as this Court shall deem just and proper.  
15  
16  
17  
18

19 Dated: New York, New York  
20 November 23, 2018

21  
22 Respectfully submitted,  
23 **PARDALIS & NOHAVICKA, LLP**

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

I consent to be a party plaintiff in a lawsuit against **Sagar Chinese** and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b), and the New York Labor Law. I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 11/5/2018



Signature

BABLU HUSEN

Print

|

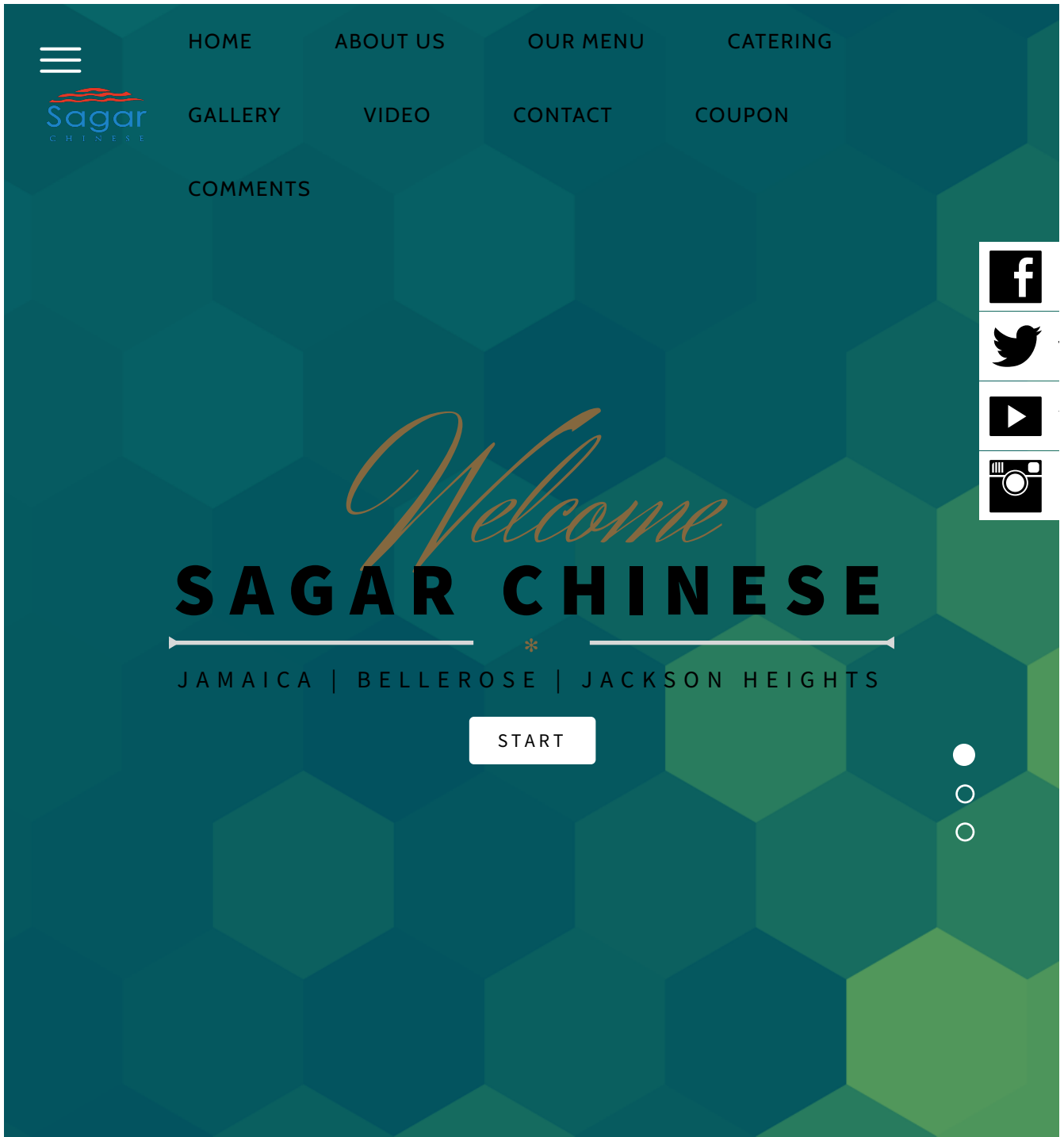
13 SHERIDAN AVE.

Address

929 336 8029.

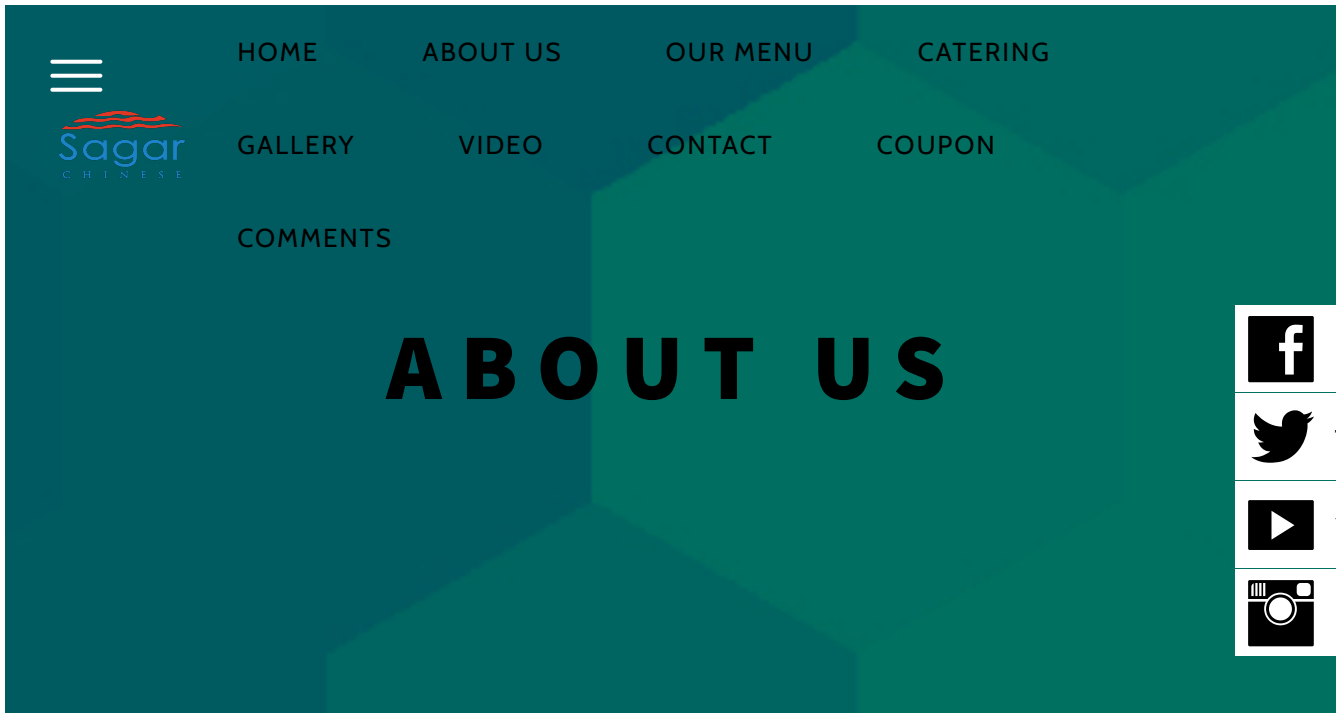
Telephone

# EXHIBIT A



*Discover*  
**OUR  
 STORY**





Welcome to the Renowned Sagar Chinese Restaurant. New York's finest traditional Halal spicy Chinese food blended with Bangladeshi, Indian and Pakistani flavor. Sagar Chinese set in beautiful contemporary surroundings. Combining passion, pride and energy Sagar Desi Chinese restaurant has gained an unique position in New York's dining environment.

One of the greatest culinary crossroads, with all the bold and unique flavors of the Indian ansub-continent and Chinese blended to bring you what we call the Sagar Chinese experience. The menu incorporates both traditional classic flavors and original dishes that apply eastern flavors with a western twist. We also cater for weddings, functions and parties for a truly memorable meal. Chinese is located at the heart of New York and is a great place where you can enjoy authentic spicy Chinese food for little. No matter whether it's a quick lunch, family get to gather or even a romantic dinner Sagar Deshi Chinese is the place you need to be for truly an unforgettable experience, unprecedented quality and unassuming prices.



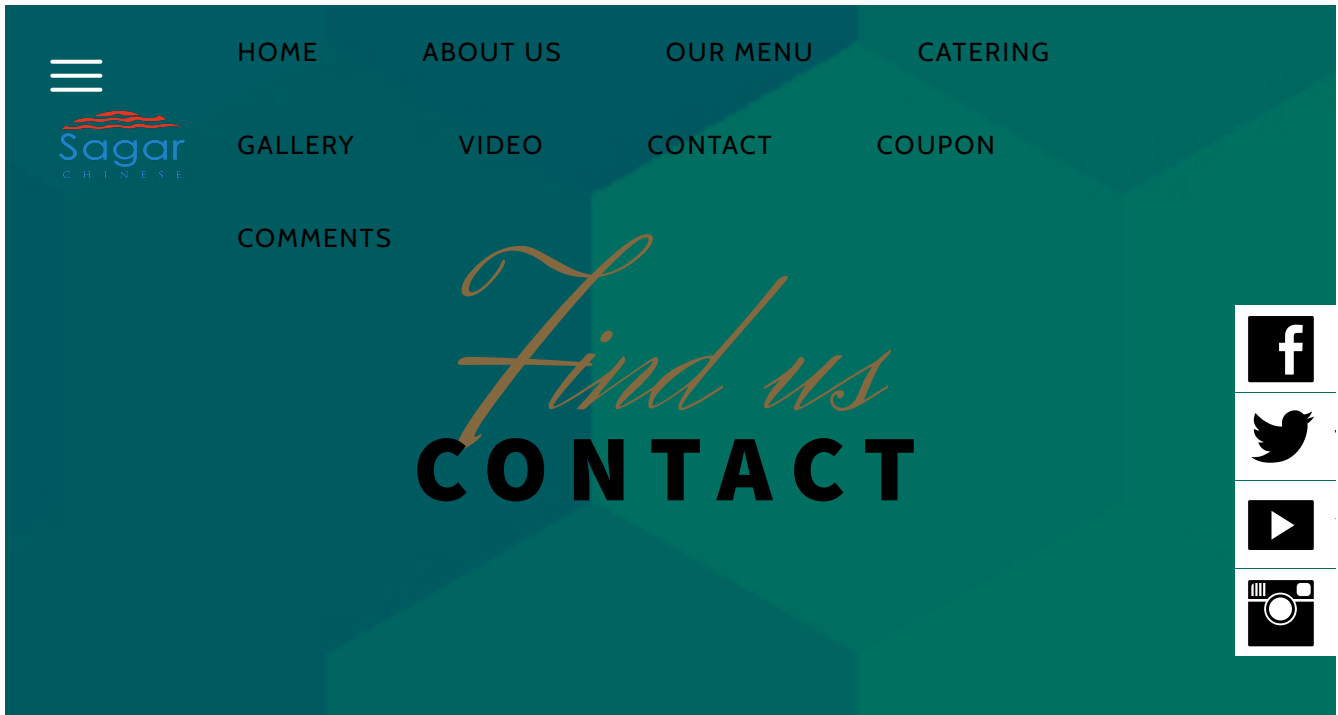
Sagar Chinese restaurant is going to be a third generation restaurant aiming to serve freshest, healthful delicious food to the New York's all community. Sagar Chinese restaurant dishes are Halal not in name but also authenticable from the slaughtering to cooking. Shamiur Rahman is the pioneer to introduce halal spicy Chinese food in the New York.



He has been trained in his family restaurant business from the age of 15. He gained the art of cooking and knowledge of the food industry in his 20 years long experience. Creating a unique menu, Shamiur adapted and created classic Bangladeshi and Indian style Chinese dishes and also developed many new recipes mingling by classical and modern recipes. His continuing research and development on finger liking Asian fusion recipes will be introduced more in the future.



Health is a #1 concern while dining. Enjoy the Sagar Chinese delicious dishes. As we are concern of the Halal ingredients at same time we are also concern on organic ingredients that will fit to your health. Sagar Chinese is committed to provide the most freshest, healthful delicious dishes so that you can keep your health fit and come to enjoy the food in our restaurant again and again.

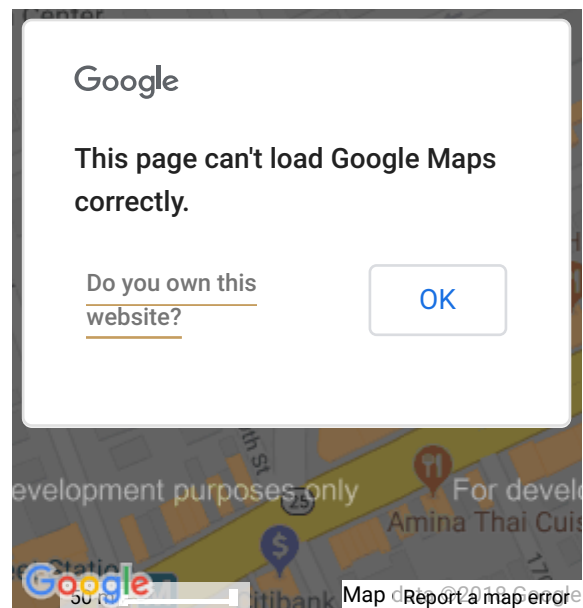


# JAMAICA BRANCH

87-47 Homelawn Street  
 Jamaica, NY 11432  
 Phone: [718-657-3333](tel:718-657-3333), [718-657-3334](tel:718-657-3334)

**Business Hours**  
 Sunday-Thursday: Noon – 10.00pm  
 Friday-Saturday: Noon – 10.30pm

## FOLLOW US





# BELLEROSE BRANCH

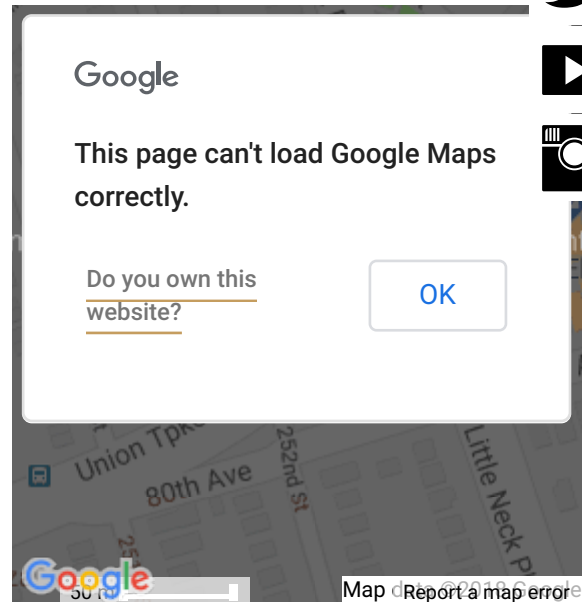
252-05 Union Tpke Bellerose, NY 11426

Phone: 718 343 4444, 718 343 4448

### Business Hours

Sunday-Thursday: Noon – 10.00pm

Friday-Saturday: Noon – 10.30pm



## FOLLOW US



# JACKSON HEIGHTS BRANCH

74-19 37th Ave

Jackson Heights NY 11372

Phone: 718-505-1002, 718-505-1071

### Business Hours

Sunday-Thursday: Noon – 10.00pm

Friday-Saturday: Noon – 10.30pm

## FOLLOW US

**f t**

### ABOUT SAGAR CHINESE

Welcome to the Renowned Sagar Chinese Restaurant. New York's finest traditional Halal spicy Chinese food blended with Bangladeshi, Indian and Pakistani flavor. Sagar Chinese set in beautiful contemporary surroundings. Combining passion, pride and energy Sagar Desi Chinese restaurant has gained an unique position in New York's dining environment.

### NEWSLETTER

Your Email (required)

SEND

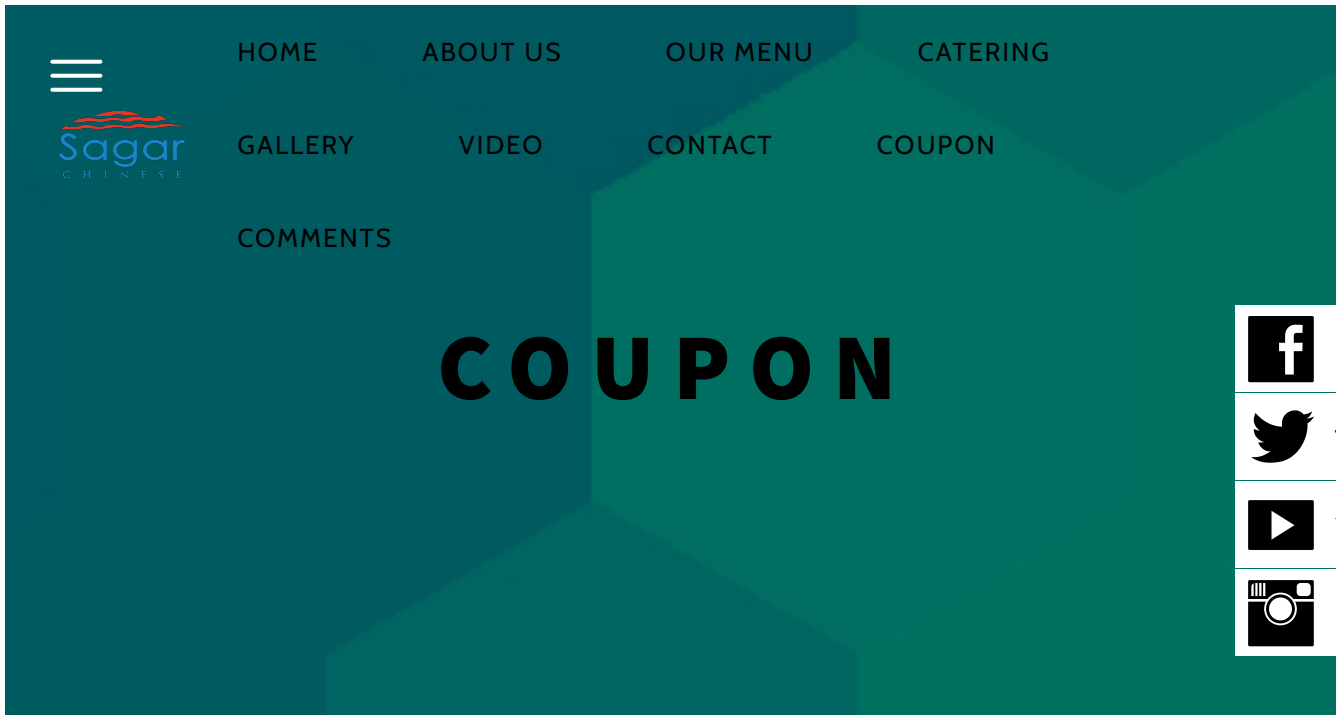


## FOLLOW US



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[BLOG](#) [REVIEW](#) [FREE PARKING?](#) [HOW ARE WE DOING ?](#)



TO RECIEVE COUPON PLEASE JOIN OUR  
CUSTOMER LIST

WE KEEP YOUR INFO CONFIDENTIAL



First Name (required)



Last Name (required)

Mailing Address (required)



Manchurian Sauce: soy sauce, black pepper, fresh ginger and garlic. Masala Sauce: variety of Indian spices, chili, onion, fresh ginger and garlic. Sagar Sizzling Sauce: red chili, Indian spices, butter, fresh garlic. Homemade Sauce: oyster sauce, red whole chili, sugar and lemon juice. Sweet & Sour: chili sauce, lemon juice, sugar and black pepper.

## APPETIZER

---

LOLLY POP CHICKEN\* **\$8.95**  
 Spicy pulled back wings and fried, served with Creamy sauce

## FRIED RICE

---

SAGAR FRIED RICE **\$9.95**  
 (CHICKEN OR VEGETABLE)  
 Basmati rice Stir-fried with long beans

# EXHIBIT B

husen Bablu Hourly  
 Job Title: serve  
 7/30/2018 - 8/12/2018

Hours

2018-07-30 05:08 PM - 12:01 AM  
 Normal Time Card > : 6.90

2018-07-31 12:04 PM - 11:12 PM  
 Normal Time Card > : 11.15

2018-08-01 11:57 AM - 11:24 PM  
 Normal Time Card > : 11.45

2018-08-02 12:01 PM - 11:52 PM  
 Normal Time Card > : 11.85

2018-08-03 12:54 PM - 11:02 PM  
 Normal Time Card > : 10.15

2018-08-04 11:56 AM - 11:07 PM  
 Normal Time Card > : 11.20

2018-08-05 11:55 AM - 11:31 PM  
 Normal Time Card > : 11.60

2018-08-06 11:49 AM - 11:27 PM  
 Normal Time Card > : 11.65

2018-08-07 11:46 AM - 11:40 PM  
 Normal Time Card > : 11.90

2018-08-08 11:56 AM - 11:04 PM  
 Normal Time Card > : 11.15

2018-08-09 12:19 PM - 11:13 PM  
 Normal Time Card > : 10.90

2018-08-10 01:05 PM - 11:11 PM  
 Normal Time Card > : 10.10

2018-08-11 11:57 AM - 12:01 AM  
 Normal Time Card > : 12.05

2018-08-12 11:51 AM - 11:15 PM  
 Normal Time Card > : 11.40

TOTAL REGULAR HOURS:	80.00
>>>> REGULAR PAY:	\$400.00
TOTAL OVER TIME HOURS:	73.45
>>>> OVER TIME PAY:	\$367.25
TOTAL DOUBLE TIME HOURS:	0.00
>>>> DOUBLE TIME PAY:	\$0.00
TOTAL TIPS REPORTED:	\$0.00
=====	
TOTAL EARNINGS:	\$767.25
TOTAL HOURS WORKED:	153.45
HOURLY RATE:	\$5.00
WAGE ADVANCE: (Less)	\$0.00
NET PAYABLE BEFORE TAXES:	\$767.25



# EXHIBIT C

**SAGAR FOOD USA INC**

WWW.COMPTONCHECK.COM 888.358.5841

1854

20 BABLU HUSEN

SSEC. NO. 012-81-1414 PAY PERIOD 07/30/18 - 08/12/18 CHECK DATE 08/15/18

HOURS	RATE	EARNINGS		DEDUCTIONS		BALANCE	STD. WITH-HOLDINGS DESC.	AMOUNT	Y-T-D
		DESC.	AMOUNT	DESC.	AMOUNT				
59.80	10.000	Reg NY	598.00	Cash Tips	168.00	1650.00	Ssec	47.49	393.57
		Cash Tips	168.00				Mdcr	11.11	92.05
<b>TOTAL</b>			<b>766.00</b>		<b>168.00</b>	<b>1650.00</b>		<b>58.60</b>	<b>485.62</b>
<b>NET CHECK</b>									<b>539.40</b>

Taxable Marital Status: Exempt

Exemptions/Allowances: Federal:0

State: NY, 0

JS 44 (Rev. 11/15)

**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**

Bablu Husen, individually and on behalf of all other employees similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Pardalis & Nohavicka, LLP T. 212-213-8511  
950 3rd Ave, Floor 25  
New York, NY 10022

**DEFENDANTS**

Sagar Food USA Inc d/b/a Sagar Chinese, Sagar Chinese, Inc. d/b/a Sagar Chinese, Shamiur Rahman, and Afruja Akter July, jointly and severally,

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 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	<b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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 <b>LABOR</b> <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 <b>IMMIGRATION</b> <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 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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	<b>Habeas Corpus:</b> <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 <b>Other:</b> <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

**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:  
Violations of minimum wage and overtime requirements

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 300,000.00 **CHECK YES only if demanded in complaint:**  
**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 11/21/2018 SIGNATURE OF ATTORNEY OF RECORD  
/s/ Ariadne Panagopoulou

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

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

Case is Eligible for Arbitration

I, Ariadne Panagopoulos, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- 
- 
- 

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,  
 the complaint seeks injunctive relief,  
 the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
- a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
- b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
- c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

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

Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain  No

I certify the accuracy of all information provided above.

Signature: 

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Bablu Husen, individually and on behalf of all other employees similarly situated,

Plaintiff(s)

v.

Sagar Food USA Inc d/b/a Sagar Chinese, Sagar Chinese, Inc. d/b/a Sagar Chinese, Shamiur Rahman, and Afruja Akter July, jointly and severally,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Sagar Food USA Inc d/b/a Sagar Chinese Sagar Chinese, Inc. d/b/a Sagar Chinese Shamiur Rahman Afruja Akter July 87-47 Homelawn Street Jamaica, NY 11432

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Pardalis & Nohavicka, LLP, 950 3rd Avenue, Floor 25 New York, NY 10022

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

DOUGLAS C. PALMER CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sagar Chinese Eateries Accused of Wage Abuses in Ex-Server's Lawsuit](#)

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