

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

-----X	)	
MAURICE JOHNSON, individually and on	)	Case No. 1:16-cv-6852
behalf of other similarly situated persons,	)	
	)	<b>CLASS AND COLLECTIVE</b>
Plaintiff,	)	<b>ACTION COMPLAINT</b>
v.	)	
	)	<b>JURY TRIAL DEMANDED</b>
PARTS AUTHORITY, LLC, PARTS	)	
AUTHORITY, INC., PARTS AUTHORITY	)	
LAUREL AVENUE LLC, PARTS AUTH-	)	
ORITY PARTNERS FRANKLIN AVE LLC,	)	
PARTS AUTHORITY SOUTHERN LLC,	)	
PARTS AUTHORITY-WAW LLC, PARTS	)	
AUTHORITY DISTRICT OF COLUMBIA	)	
LLC, PARTS AUTHORITY ARIZONA LLC,	)	
PARTS AUTHORITY GEORGIA LLC,	)	
PARTS AUTHORITY METRO LLC,	)	
PA AUSTIN LLC and YARON ROSENTHAL,	)	
	)	
Defendants.	)	
-----X	)	

Plaintiff Maurice Johnson, individually and on behalf of other similarly situated persons, states as follows for his Complaint against Defendants Parts Authority, LLC, Parts Authority Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC, and Yaron Rosenthal:

**PRELIMINARY STATEMENT**

1. Defendants together own and operate a chain of approximately 81 automobile parts sales and distribution stores in the States of New York, Arizona, California, Georgia, Maryland and New Jersey and in the territory of Washington DC, including approximately 31 automotive parts stores located in Queens County, Kings County, Nassau County and Suffolk County, New York.

2. Each of Defendants' stores employs auto parts delivery drivers, who Defendants have misclassified as "independent contractors" (collectively "Delivery Drivers").

3. Pursuant to their policies and practices, Defendants have failed to pay overtime wages to the Delivery Drivers in violation of the Fair Labor Standards Act ("FLSA") and the New York Labor Law ("NYLL").

4. Pursuant to their policies and practices, Defendants have failed to pay New York's minimum wage to Delivery Drivers employed in New York in violation of the NYLL.

5. Pursuant to their policies and practices, Defendants have failed to reimburse their Delivery Drivers for the cost of driving their own vehicles to deliver Defendants' auto parts to Defendants' customers, which causes their net wages to fall below the federal and New York minimum wages (nominal wage rate – unreimbursed vehicle expenses = subminimum wage).

6. Pursuant to their policies and practices, Defendants have deducted "administrative fees" or "admin fees" from their Delivery Drivers' wages, thereby further denying them the federal and New York minimum wages.

7. Pursuant to their policies and practices, Defendants have failed to pay their Delivery Drivers employed in the State of New York "spread of hours" pay in violation of the NYLL.

8. Pursuant to their policies and practices, Defendants have failed to furnish their Delivery Drivers employed in the State of New York wage notices in violation of the NYLL.

9. Pursuant to their policies and practices, Defendants have failed to furnish their Delivery Drivers employed in the State of New York accurate wage statements in violation of the NYLL.

10. Counts I, IV and VI are brought by Plaintiff under the FLSA on behalf of all Defendants' Delivery Drivers who have worked in the United States at any time in the last 3 years. Counts II,

III, V and VII thru X are brought by Plaintiff under the NYLL on behalf of all Defendants' Delivery Drivers who have worked for Defendants in the last 6 years.

#### **JURISDICTION AND VENUE**

11. The FLSA authorizes court actions by private parties to recover damages for violation of the FLSA's wage and hour provisions. Jurisdiction over the FLSA claim asserted herein is based on 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

12. The NYLL authorizes court actions by private parties to recover damages for violation of the NYLL's wage and hour provisions. Jurisdiction over the NYLL claims asserted herein is based on 28 U.S.C. § 1367 and NYLL §§ 195 & 663(1).

13. Venue in this district is proper under 28 U.S.C. § 1391(b) and (c) because both sides reside in this District, Defendants employed Plaintiff in this District, and a substantial part of the events giving rise to the claims occurred in this District.

#### **PARTIES**

14. Defendant Parts Authority, LLC is a Delaware limited liability company maintaining its principal place of business at 211-10 Hillside Avenue, Queens Village, New York, 11427, which is located in Queens County, New York.

15. Defendant Parts Authority, Inc. is a New York corporation maintaining its principal place of business at 211-10 Hillside Avenue, Queens Village, New York, 11427, which is located in Queens County, New York.

16. Defendants Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, and PA Austin LLC are New York limited liability companies maintaining their principal place of business at 211-10 Hillside Avenue, Queens Village, New York, 11427, which is located in Queens County, New York.

17. Defendant Parts Authority District of Columbia LLC is a District of Columbia limited liability company maintaining its principal place of business at 211-10 Hillside Avenue, Queens Village, New York, 11427, which is located in Queens County, New York.

18. Defendant Parts Authority Arizona LLC is an Arizona limited liability company maintaining its principal place of business at 211-10 Hillside Avenue, Queens Village, New York, 11427, which is located in Queens County, New York.

19. Defendant Parts Authority Georgia LLC is a Georgia limited liability company maintaining its principal place of business at 211-10 Hillside Avenue, Queens Village, New York, 11427, which is located in Queens County, New York.

20. Defendant Parts Authority Metro LLC is a California limited liability company maintaining its principal place of business at 211-10 Hillside Avenue, Queens Village, New York, 11427, which is located in Queens County, New York.

21. Defendant Yaron Rosenthal is an individual who resides in Queens Village in Queens County, New York. Throughout the relevant period, Defendant Rosenthal exercised operational control over all Defendants; oversaw and / or implemented the wage and hour policies and practices implicated in this action, was ultimately responsible for the delivery drivers' wages and wage statements and, as a result, is personally liable for the actions alleged herein.

22. Defendants comprise a "single employer" or "single integrated enterprise" as they share interrelated operations, centralized control of labor relations, common management, and common ownership or financial control. Based on knowledge and information, Defendant Rosenthal ultimately owns a substantial interest in each of the Defendant entities; he serves as the Chief Executive Officer ("CEO") and principal of all Defendant entities; and he maintains ultimate control of all Defendants' business operations. The approximately 81 Parts Authority

stores are advertised as a single integrated enterprise on Defendants' website at [www.partsauthority.com](http://www.partsauthority.com).

23. Alternatively and/or cumulatively, Defendants constitute "joint employers" with respect to the Delivery Drivers as they share authority to hire and fire Delivery Drivers, determine rate and method of pay, administer discipline, control work schedules and other terms and conditions of employment, maintain records of hours and other employment records, handle payroll and insurance decisions, and supervise the employees.

24. Alternatively and/or cumulatively, because the work performed by the Delivery Drivers simultaneously benefited all Defendants and/or directly or indirectly furthered their joint interests, and because Defendants are not completely disassociated with respect to the employment of the Delivery Drivers and may be deemed to share control of the Delivery Drivers, either directly or indirectly, by reason of the fact that each Defendant either controls, is controlled by, or is under common control with the other Defendants, Defendants are collectively the "joint employers" of the Delivery Drivers under the FLSA's broad definition of "employer." 29 U.S.C. § 203(d); 29 C.F.R. § 791.2(b).

25. Plaintiff Maurice Johnson is a resident of Queens County, New York. From about September 2015 to October 2016, Plaintiff was employed by Defendants as a delivery driver at their store located in Hyde Park, New York; then he was considered a "floater" who worked at some of Defendants' other stores in Queens County, New York. Plaintiff's Consent to Become a Party Plaintiff under 29 U.S.C. § 216(b) is attached hereto as "Exhibit 1."

## PERTINENT FACTS

### *Defendants' Business*

26. Defendants together own and operate a chain of approximately 81 vehicle parts sales and distribution stores in the States of New York, Arizona, California, Georgia, Maryland and New Jersey and in Washington DC, including approximately 31 automotive parts stores located in New York.

27. The primary function of these stores is to sell automotive parts to Defendants' customers, whether customers purchase those parts in Defendants' stores or have the parts delivered.

28. Each of Defendants' stores employs Delivery Drivers.

29. Defendants' Delivery Drivers share the same primary job duty of delivering automotive parts to Defendants' customers using their personal automobiles.

### *Defendants' Treatment of Delivery Drivers*

30. Defendants have similarly treated their Delivery Drivers as:

- (a) The Delivery Drivers have been economically dependent on Defendants;
- (b) Defendants have scheduled the Delivery Drivers to work full time or longer hours, thereby precluding the Delivery Drivers from earning substantial income from other sources or engaging in substantial independent business activities;
- (c) The Delivery Drivers' work assigned by Defendants has constituted an integral part of Defendants' automotive parts sales and delivery business and/or Defendants have assigned the Delivery Drivers to perform Defendants' core business activity of delivering automotive parts to Defendants' customers;
- (d) The Delivery Drivers do not exercise managerial skill which affects their opportunity for profit or loss;
- (e) The Delivery Drivers do not hold meaningful opportunity for profit or loss as part of their duties performed for Defendants;
- (f) Defendants have compensated the Delivery Drivers through daily or hourly wages such that each delivery driver earns the same amount during his or her employment period, regardless of job performance and such that each Delivery

Driver has no opportunity to increase earnings based on entrepreneurial or business skills;

- (g) The Delivery Drivers have not hired other helpers or subordinates to assist them with delivering Defendants' automotive parts to Defendants' customers;
- (h) The Delivery Drivers do not solicit additional work for themselves from Defendants' customers or others;
- (i) The Delivery Drivers have not advertised their services as automotive parts delivery drivers;
- (j) The Delivery Drivers have not purchased or maintained inventories of automotive parts for sale or distribution to customers;
- (k) The Delivery Drivers have not rented, leased or purchased retail, warehousing or other commercial space to maintain inventories of automotive parts to deliver to customers;
- (l) The Delivery Drivers have not scheduled deliveries or managed time tables for delivery of automotive parts to Defendants' customers;
- (m) The Delivery Drivers have invested relatively small amounts in equipment and supplies needed to perform their duties for Defendants compared to the value of Defendants' investments in their own business, inventory, premises, operating systems, advertising, name recognition, goodwill, labor, overhead, etc.;
- (n) The Delivery Drivers' work does not encompass any special skill, and only requires ordinary ability to drive a vehicle and follow Defendants' instructions;
- (o) The Delivery Drivers' employments have typically lasted relatively long-term, such as Plaintiff's more than one year-long service for Defendants; and
- (p) Defendants maintain ability to exercise meaningful control, and do exercise meaningful control, over the Delivery Drivers, including, but not limited to:
  - (i) Defendants assign the Delivery Drivers' work schedules;
  - (ii) Defendants assign the beginning and ending times of the Delivery Drivers' shifts;
  - (iii) Defendants have required the Delivery Drivers to report to Defendants' facilities at the beginning of their scheduled shifts to obtain automotive parts for delivery and receive delivery assignments;
  - (iv) Defendants have assigned/dispatched all routes to the Delivery Drivers;

- (v) Defendants have assigned/dispatched all deliveries to the Delivery Drivers;
- (vi) Defendants have instructed the Delivery Drivers how to load automotive parts into their vehicles;
- (vii) Defendants monitored and supervised the work of the Delivery Drivers;
- (viii) Defendants warned the Delivery Drivers of discipline based on their performance and/or conduct, including, but not limited to, warning some of the Delivery Drivers of termination;
- (ix) Defendants disciplined some of the Delivery Drivers based on performance and/or conduct, including, but not limited to, terminating some of the Delivery Drivers;
- (x) Defendants instructed the Delivery Drivers not to talk on the telephone while in their facilities;
- (xi) Defendants monitored the Delivery Drivers through an automotive parts tracking application;
- (xii) Defendants required the Delivery Drivers to call dispatchers to report their arrival at customers;
- (xiii) Defendants required the Delivery Drivers to obtain signatures of Defendants' customers to verify deliveries of automotive parts.

***Defendants' Payment of Delivery Drivers***

31. Defendants typically required the Delivery Drivers to work in excess of 40 hours per week, and sometimes required them to work more than 10 hours in one day.

32. For example, Defendants required Plaintiff to work from 8:00 a.m. to 6:00 p.m. Monday through Saturday, or longer hours, without breaks.

33. Pursuant to their policy and practice, Defendants failed and refused to pay the Delivery Drivers overtime wages, equal to at least one and one-half times their regular wage rates, for work performed in excess of 40 hours per week.



34. During at least 2016, Defendants failed and refused to pay Plaintiff and other Delivery Drivers at least New York's minimum wage rate.

35. For example, in 2016, Defendants paid Plaintiff \$88.00 per shift of at least 10 hours, which equates to \$8.80 or less per hour ( $\$88.00/10 \text{ hours} = \$8.80 \text{ per hour}$ ), which is less than the 2016 New York hourly minimum wage of \$9.00.

36. Upon information and belief, Defendants similarly failed and refused to pay numerous other Delivery Drivers at least New York's minimum wage.

37. Pursuant to their policy and practice, Defendants have refused to provide the Delivery Drivers "spread of hours" pay when they have worked in excess of 10 hours in one day.

***Under-Reimbursement of Delivery Drivers***

38. Defendants have required the Delivery Drivers to supply operable, legally-compliant and insured vehicles to deliver Defendants' automotive parts to Defendants' customers.

39. Defendants' Delivery Drivers incur costs for gasoline, vehicle parts and fluids, repair and maintenance services, insurance, depreciation, and other expenses ("automobile expenses") while delivering automotive parts for the primary benefit of Defendants.

40. Pursuant to their policy and practice, Defendants have uniformly failed and refused to reimburse the Delivery Drivers for their vehicle costs incurred in performing their jobs for Defendants' benefit.

41. Defendants' conduct is tantamount to a highly unreasonable reimbursement of the Delivery Drivers' vehicle expenses incurred in performing their jobs.

42. During the longest applicable limitations period, the IRS business mileage reimbursement rate ranged between \$.50 and \$.575 per mile.

43. These publicly-available vehicle reimbursement rates represent a reasonable approximation of the average cost of operating a vehicle for use in delivering Defendants' automotive parts to their customers.

44. The driving conditions associated with a delivery business, including frequent starting and stopping of the engine, frequent braking, short routes as opposed to highway driving, and driving under time pressures, cause Delivery Drivers to experience lower gas mileage, higher maintenance costs due to repairs associated with driving, and more rapid depreciation from driving as much as, and in the manner of, a Delivery Driver.

45. Defendants' systematic failure to adequately reimburse automobile expenses constitutes a "kickback" to Defendants such that the wages Defendants pay to the Delivery Drivers are not paid free and clear of all outstanding obligations to Defendants.

46. Defendants fail to reasonably approximate the amount of their Delivery Drivers' automobile expenses to such an extent that those Delivery Drivers' net wages are diminished beneath the federal and New York minimum wages.

47. Defendants paid Plaintiff \$88.00 per shift of 10 hour or longer, equating to a nominal hourly wage rate of \$8.80 ( $\$88.00 \text{ per shift} / 10 \text{ hours or more} = \$8.80 \text{ per hour or less}$ ).

48. The federal minimum wage rate has been \$7.25 per hour since July 24, 2009.

49. The New York minimum wage rate was \$7.25 from July 24, 2009 through 2013, was \$8.00 per hour in 2014, was \$8.75 per hour in 2015, and has been \$9.00 in 2016.

50. Plaintiff averaged approximately 70 or more delivery miles per shift for Defendants.

51. During Plaintiff's employment with Defendants, the lowest IRS standard business mileage reimbursement rate was the 2016 rate of \$.54 per mile. This rate reasonably approximates the automobile expenses incurred in delivering automotive parts in 2016. Using the

IRS rate as a reasonable approximation of Plaintiff's automobile expenses, every mile driven on the job decreased his net wages by approximately \$.54 (\$.54 - \$0.00 reimbursement).

52. Plaintiff "kicked back" to Defendants approximately \$37.80 on average per shift (70 average miles per full shift x \$.54 under-reimbursement per mile), which equates to approximately \$3.78 kicked-back to Defendants per hour per shift of 10 hours.

53. Because Plaintiff was paid \$8.80 per hour or less before deducting unreimbursed job expenses, the under-reimbursed vehicle expenses caused him to receive subminimum net wages of approximately \$5.02 per hour (*e.g.*, \$8.80 or less hourly wage nominally paid - \$3.78 per hour kickback = \$5.02 or less per hour subminimum net wage).

54. Based on information and belief, all of Defendants' Delivery Drivers had similar experiences to those of Plaintiff. They were subject to the same policy of failing to reimburse for vehicle costs incurred on the job, incurred similar automobile expenses, completed deliveries of similar distances and at similar frequencies, and were paid similar nominal wage rates before deducting unreimbursed business expenses.

55. Because Defendants paid the Delivery Drivers similar wage rates, and because the Delivery Drivers incurred unreimbursed automobile expenses, the Delivery Drivers "kicked back" to Defendants an amount sufficient to cause federal and New York minimum wage violations during all workweeks.

***Defendants' "Administrative Fee" Deductions***

56. Pursuant to their policy and practice, Defendants deducted "administrative fees" or "admin fees" from the Delivery Drivers' wages.

57. For example, Defendants deducted \$22.00 "admin fees" from at least some of Plaintiff's paychecks.

58. Such deductions further reduced the net wages of the Delivery Drivers below the federal and New York minimum wages.

***Defendants' Failure to Provide Wage Notices***

59. Pursuant to their policy and practice, Defendants have failed and refused to furnish the Delivery Drivers with wage notices upon hiring and thereafter which list their rates of pay and bases thereof, whether they are paid by the hour, shift, day, week, salary, piece, commission, or other; their hourly rates of pay and overtime rates of pay if applicable; Defendants' regular pay day; the name of any "doing business as" names used by Defendants; the physical address of the Defendants' main office or principal place of business and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

***Defendants' Failure to Provide Compliant Wage Statements***

60. Pursuant to their policy and practice, Defendants failed to provide the Delivery Drivers wage statements containing the dates of work covered by each payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked including overtime hours worked if applicable; deductions; and net wages.

***Notice and Willfulness***

61. Defendants' failures including, but not necessarily limited to, their failures to pay overtime wages, low wage rates and lack of vehicle reimbursements, have been a frequent complaint of at least some of Defendants' Delivery Drivers, including Plaintiff, yet Defendants

continued to fail and refuse to pay the Delivery Drivers overtime wages, minimum wages or vehicle cost reimbursements.

62. Defendants have been on notice of the above-alleged failures as they have been repeatedly sued in this District for the same, or very similar, violations; but Defendants have nevertheless failed and refused to correct such violations.

63. Alternatively or cumulatively, Defendants have been on notice of the above-alleged failures based on the public proliferation of similar claims lodged against delivery companies since 2009; but Defendants have failed and refused to correct such violations.

64. Alternatively or cumulatively, Defendants have been on notice of the above-alleged failures based on the U.S. Department of Labor's interpretive guidance regarding misclassification of independent contractors issued July 15, 2015, which has been well publicized. *See* U.S. DOL, Administrator's Interpretation No. 2015-1 (July 15, 2015).

65. Alternatively or cumulatively, Defendants have maintained the information needed to detect their own violations, but Defendants have failed and refused to correct such violations.

66. Defendants have acted without a good faith basis to believe that their underpayments of wages and other violations alleged herein have been in compliance with the law in that Defendants knowingly, deliberately and/or voluntarily disregarded their obligations to pay the Delivery Drivers overtime, minimum wages, vehicle reimbursements and "spread of hours pay;" to refrain from deducting "administrative fees" from the Delivery Drivers' wages; and to provide compliant wage notices and wage statements.

***Net Impact***

67. The net impact of Defendants' policies and practices, instituted and approved by company managers, is that Defendants have acted without a good faith basis to believe that their

underpayment of wages were in compliance with the law, in that Defendants (a) failed to pay the Delivery Drivers overtime in violation of federal and New York law, (b) failed to pay the Delivery Drivers minimum wage in violation of federal and New York law, (c) failed to reimburse the Delivery Drivers for automobile expenses to such an extent that Defendants further reduced their net wages below the federal and New York minimum wages, (d) deducted “administrative fees” or “admin fees” which further reduced the Delivery Drivers’ payment below the federal and New York minimum wages; (e) failed to provide the Delivery Drivers “spread of hours” pay; (f) failed to provide wage notices required under New York law, and (g) failed to provide wage statements required under New York law.

#### **COLLECTIVE AND CLASS ACTION ALLEGATIONS**

68. Plaintiff brings Counts I, IV and VI as an “opt-in” collective action on behalf of himself and similarly situated Delivery Drivers pursuant to 29 U.S.C. § 216(b).

69. The FLSA claims may be pursued by those who opt-in to this case pursuant to 29 U.S.C. § 216(b).

70. Plaintiff, individually and on behalf of other similarly situated employees, seeks relief on a collective basis challenging Defendants’ practice of failing to pay employees federal overtime and minimum wages.

71. The number and identity of other plaintiffs yet to opt-in may be ascertained from Defendants’ records, and potential class members may be notified of the pendency of this action via mail.

72. Plaintiff and all of Defendants’ Delivery Drivers are similarly situated in that:

- (a) They have worked as Delivery Drivers for Defendants delivering automotive parts to Defendants’ customers using automobiles not owned or maintained by Defendants;

- (b) Defendants misclassified all of them as “independent contractors;”
- (c) They have been economically dependent on Defendants;
- (d) They have not operated automotive parts delivery businesses on their own while working for Defendants;
- (e) Defendants required them to work full time or more than full time, thereby precluding them from earning income from other sources or engaging in independent business activities;
- (f) Their work constitutes an integral part of Defendants’ automotive parts sales and delivery business;
- (g) They have performed Defendants’ core business of delivering automotive parts to Defendants’ customers;
- (h) They have not exercised managerial skill which affects their opportunity for profit or loss;
- (i) They have not experienced meaningful opportunity for profit or loss as part of their duties performed for Defendants;
- (j) They have been compensated through daily or hourly wages such that each delivery driver earns the same amount during his or her employment period, regardless of job performance and has no opportunity to increase earnings based on entrepreneurial or business skills;
- (k) They have not hired workers, helpers or subordinates to assist them with delivering Defendants’ automotive parts to Defendants’ customers;
- (l) They have not purchased an inventory of automotive parts to distribute to customers;
- (m) They have not solicited additional work from Defendants’ customers or others;
- (n) They have not advertised their services as automotive parts Delivery Drivers;
- (o) They have not purchased, rented or leased retail, warehousing or other commercial space to maintain inventories of automotive parts to deliver to customers;
- (p) They have not scheduled deliveries or managed time tables for delivery of automotive parts to Defendants’ customers;
- (q) They have invested relatively small amounts in equipment and supplies needed to perform their duties for Defendants compared to the value of Defendants’

investments in their own business, inventory, premises, operating systems, advertising, name recognition, goodwill, labor, overhead, etc.;

- (r) Their work does not entail any special skill, and only requires ordinary ability to drive and follow Defendants' instructions;
- (s) They typically have performed work for Defendants over relatively-long and indefinite lengths of time; and
- (t) Their work has been controlled by Defendants, including, but not limited to:
  - (i) Defendants assigned their work schedules;
  - (ii) Defendants assigned their beginning and ending shift times;
  - (iii) Defendants required them to report to Defendants' facilities at the beginning of their scheduled shifts to obtain automotive parts for delivery and receive their delivery assignments;
  - (iv) Defendants assigned/dispatched all their routes;
  - (v) Defendants assigned/dispatched all their deliveries;
  - (vi) Defendants instructed them how to load Defendants' automotive parts into their delivery vehicles;
  - (vii) Defendants supervised their work;
  - (viii) Defendants warned them of discipline based on their performance and conduct issues, including, but not limited to, warning some of them of termination;
  - (ix) Defendants disciplined them for performance and conduct issues, including, but not limited to, terminating some of the Delivery Drivers;
  - (x) Defendants instructed the Delivery Drivers not to talk on the telephone while in their facilities;
  - (xi) Defendants monitored the Delivery Drivers through an automotive parts tracking application;
  - (xii) Defendants required the Delivery Drivers to call dispatchers to report their arrival at customers;
  - (xiii) Defendants required the Delivery Drivers to obtain signatures of Defendants' customers to verify deliveries of automotive parts.



- (u) Defendants compensated them through similar wage rates;
- (v) Defendants failed and refused to pay them federal overtime wages;
- (w) Defendants failed and refused to pay them federal minimum wages;
- (x) They were subject to similar driving conditions, automobile expenses, delivery distances, and delivery frequencies;
- (y) They incurred similar vehicle costs in performing their duties for Defendants;
- (z) Defendants failed and refused to reimburse them for vehicle costs incurred on the job; and
- (aa) Defendants deducted “administrative fees” or “admin fees” from their wages.

73. Plaintiff brings Counts II, III, V and VII - X (collectively “the New York Claims”) as a class action under Fed. R. Civ. P. 23 on behalf of himself and as the Class Representative of the following persons:

All current and former Delivery Drivers employed by Defendants in the State of New York at any time since the date 6 years preceding the filing of this Complaint (hereinafter sometimes “the Class”).

74. The New York Claims, if certified for class-wide treatment, are brought on behalf of all similarly situated persons who do not opt-out of the Class.

75. Plaintiff’s claims satisfy the numerosity, commonality, typicality, adequacy and superiority requirements of a class action under Rule 23(a).

76. The Class sought satisfies the numerosity standard because it is comprised of at least hundreds of persons who are geographically dispersed. As a result, joinder of all Class members in a single action is impracticable. Class members may be informed of the pendency of this class action through direct mail and/or email.

77. Questions of fact and law common to the Class predominate over any questions affecting only individual members. The questions of law and fact common to the Class arising from Defendants’ actions include, without limitation, the following:

- (a) Whether Defendants misclassified Class members as “independent contractors” exempt from the NYLL;
- (b) Whether Class members performed work integral to Defendants’ business operations;
- (c) Whether Class members have had opportunity for profit or loss depending on managerial skill;
- (d) Whether the Class members’ investment in the work was substantial compared to Defendants’ investment in their business;
- (e) Whether the Class members’ work has required special skills and initiative;
- (f) Whether the Class members’ work was typically long term;
- (g) Whether Defendants exercised a substantial degree of control over the Class members’ work;
- (h) Whether Defendants failed to pay Class members overtime wages in violation of the NYLL;
- (i) Whether Defendants failed to pay Class members minimum wages in violation of the NYLL;
- (j) Whether Defendants reasonably reimbursed Class members for their vehicle costs incurred in performing their duties for Defendants;
- (k) Whether Defendants failed to pay Class members net wages equal to at least the New York minimum wage after deduction of unreimbursed vehicle costs incurred on the job;

- (l) Whether Defendants failed to pay Class members net wages equal to at least the New York minimum wage after deduction of “administrative fees” or “admin fees;”
- (m) Whether Defendants made unlawful deductions from the Class members’ wages in violation of the NYLL;
- (n) Whether Defendants failed to provide Class members wage notices in violation of the NYLL; and
- (o) Whether Defendants failed to provide Class members wage statements in violation of the NYLL.

78. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the state law claims.

79. Plaintiff’s claims are typical of those of the Class in that:

- (a) Plaintiff and the Class have worked as Delivery Drivers for Defendants;
- (b) Plaintiff and the Class have performed similar job duties for Defendants;
- (c) Plaintiff and the Class have been subjected to the same, or at least very similar, treatment and control by Defendants as set forth in detail above;
- (d) Defendants failed to pay Plaintiff and the Class overtime wages;
- (e) Defendants failed to pay Plaintiff and the Class the New York minimum wage;
- (f) Plaintiff and the Class incurred vehicle costs in performing their duties for Defendants;

- (g) Defendants failed to reimburse Plaintiff and the Class for their vehicle costs incurred in performing their duties for Defendants;
- (h) Defendants deducted “administrative fees” or “admin fees” from wages paid to Plaintiff and the Class;
- (i) Defendants failed to provide Plaintiff and the Class wage notices; and
- (j) Defendants failed to provide Plaintiff and the Class wage statements.

80. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Defendants have acted or refused to act on grounds generally applicable to the Class. The presentation of separate actions by individual Class members creates a risk of inconsistent and varying adjudications, establishing incompatible standards of conduct for Defendants, and/or substantially impairing or impeding the ability of Class members to protect their interests.

81. Plaintiff is an adequate representative of the Class because he is a member of the Class and his interests do not conflict with the interests of the members of the Class he seeks to represent. The interests of the Class will be fairly and adequately protected by Plaintiff and his counsel, who have extensive experience prosecuting complex wage and hour, employment, and class action litigation.

82. Maintenance of these claims as a class action is a fair and efficient method for adjudicating this controversy. It would be impracticable and undesirable for each member of the Class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single case can determine, with judicial economy, the rights of all Class members.

## CLAIMS

### Count I: Violation of the FLSA by Failing to Pay Overtime Wages

83. Plaintiff reasserts and re-alleges the allegations set forth above.

84. At all times material herein, Plaintiff and other similarly situated persons have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201 *et seq.*

85. The FLSA regulates, among other things, the payment of overtime wages to employees who are engaged in interstate commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. § 207(a)(1).

86. Defendants are subject to the overtime pay requirements of the FLSA because they constitute an enterprise engaged in interstate commerce and their Delivery Drivers are engaged in interstate commerce.

87. During all times relevant to this action, Defendants were the “employers” of the Delivery Drivers within the meaning of the FLSA. 29 U.S.C. § 203(d).

88. During all times relevant to this action, the Delivery Drivers were Defendants’ “employees” within the meaning of the FLSA. 29 U.S.C. § 203(e).

89. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories of employees from overtime pay obligations. Despite Defendants’ misclassification of the Delivery Drivers, none of the FLSA’s exemptions apply to Plaintiff or other similarly situated Delivery Drivers. *Id.*

90. Pursuant to the FLSA, employees are entitled to be compensated at a rate of not less than one and one-half times the regular rate at which such employees are employed for all work performed in excess of 40 hours in a workweek. 29 U.S.C. § 207(a).

91. Defendants violated the FLSA by failing to pay overtime wages as required by the FLSA. 29 U.S.C. § 207(a).

92. Plaintiff and all similarly situated Delivery Drivers misclassified as “independent contractors” are victims of a uniform compensation policy. On information and belief, the same unlawful compensation policy has been applied to all Defendants’ Delivery Drivers misclassified as “independent contractors.”

93. Plaintiff and all similarly situated Delivery Drivers misclassified as “independent contractors” are entitled to damages equal to the mandated overtime premium pay within the 3 years preceding the filing of the Complaint, plus periods of equitable tolling, because Defendants acted willfully and knew, or showed reckless disregard for whether their conduct was prohibited by the FLSA, and dissuaded employees from asserting their legal rights by misinforming employees about those rights.

94. Defendants have not acted in good faith or with reasonable grounds to believe that their actions and omissions were not a violation of the FLSA, and as a result thereof, the Delivery Drivers are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime pay permitted by 29 U.S.C. § 216(b). Alternatively, should the Court find that Defendants are not subject to an award of liquidated damages, the Delivery Drivers are entitled to an award of prejudgment interest at the applicable legal rate.

95. As a result of the aforesaid willful violations of the FLSA’s overtime pay provisions, overtime compensation has been unlawfully withheld by Defendants from the Delivery Drivers

misclassified as “independent contractors.” Accordingly, Defendants are liable under 29 U.S.C. § 216(b), together with an additional amount as liquidated damages, pre- and post-judgment interest, reasonable attorneys’ fees, and costs of this action.

WHEREFORE, on Count I of this Complaint, Plaintiff and all similarly situated Delivery Drivers demand judgment against Defendants and pray for: (1) compensatory damages; (2) liquidated damages; (3) attorneys’ fees and costs as allowed by Section 16(b) of the FLSA; (4) pre-judgment and post-judgment interest as provided by law; and (5) such other relief as the Court deems fair and equitable.

**Count II: Violation of the NYLL by Failing to Pay Overtime Wages**

96. Plaintiff reasserts and re-alleges the allegations set forth above.

97. At all times material herein, Plaintiff and other similarly situated persons have been entitled to the rights, protections, and benefits provided under the NYLL, §§ 190 *et seq.* and 650 *et seq.*

98. The NYLL regulates, among other things, the payment of overtime wages to employees. NYLL §§ 650 *et seq.*; 12 NYCRR § 142-2.2.

99. Defendants are subject to the NYLL as they constitute an “employer” within the scope and meaning of the NYLL’s broad definitions. NYLL §§ 651(6) & 190(3).

100. Plaintiff and the Class are subject to the NYLL as they are “employees” within the scope and meaning of the NYLL’s broad definitions. NYLL §§ 651(5) & 190(2).

101. The NYLL exempts certain categories of employees from New York’s minimum wage obligations; however, despite Defendants’ misclassification of the Delivery Drivers as “independent contractors,” none of the NYLL’s exemptions apply to Plaintiff or other Delivery Drivers. *Id.*

102. Pursuant to the NYLL, employees are entitled to be compensated at a rate of not less than one and one-half times the regular rate at which such employees are employed for all work performed in excess of 40 hours in a workweek. NYLL § 650 *et seq.*; 12 NYCRR § 142-2.2.

103. Defendants violated the NYLL by failing to pay for overtime wages as required by the NYLL. NYLL § 650 *et seq.*; 12 NYCRR § 142-2.2.

104. Plaintiff and the Class are victims of a uniform compensation policy. On information and belief, the same unlawful compensation policy has been applied to all Defendants' Delivery Drivers.

105. Plaintiff and the Class are entitled to damages equal to the amount of the unpaid overtime wages during the 6 years preceding the filing of this Complaint, plus periods of equitable tolling. NYLL § 663(1).

106. Plaintiff and the Class are entitled to an award of their costs incurred in pursuing this claim. *Id.*

107. Plaintiff and the Class are entitled to an award of reasonable attorneys' fees incurred in pursuing this claim. *Id.*

108. Plaintiff and the Class are entitled to an award of prejudgment interest at the applicable legal rate. *Id.*

109. Defendants are presumptively liable for a penalty in the amount of 25% of the total amount of the unpaid minimum wages and/or overtime compensation due prior to April 9, 2011. *Id.*

110. Defendants are liable for a penalty in the amount of 100% of the total of the amount due from April 9, 2011 to present as Defendants cannot prove a good faith basis to believe that their underpayments were in compliance with the law. NYLL § 663(1).



WHEREFORE, on Count II, Plaintiff, on behalf of himself and the Class, demands judgment against Defendants and requests: (1) compensatory damages; (2) attorneys' fees and costs as allowed by NYLL § 663(1); (3) pre-judgment and post-judgment interest as provided by NYLL § 663(1); (4) penalty damages as provided during times relevant in NYLL §§ 198(1-a) and 663(1); and (5) such other relief as the Court deems fair and equitable.

**Count III: Violation of the NYLL by Failing to Pay the New York Minimum Wage**

111. Plaintiff reasserts and re-alleges the allegations set forth above.

112. At all relevant times, Plaintiff and the Class have been entitled to the rights, protections, and benefits provided under the NYLL §§ 650 *et seq.* and 190 *et seq.*

113. The NYLL regulates, among other things, the payment of minimum wage by “employers” to “employees.” NYLL § 652.

114. Defendants are subject to the NYLL as they are an “employer” within the scope and meaning of the NYLL’s broad definitions. NYLL §§ 651(6) & 190(3).

115. Plaintiff and the Class are subject to the NYLL as they are “employees” within the scope and meaning of the NYLL’s broad definitions. NYLL §§ 651(5) & 190(2).

116. The NYLL exempts certain categories of employees from New York’s minimum wage obligations; however, despite Defendants’ misclassification of the Delivery Drivers as “independent contractors,” none of the NYLL’s exemptions apply to the Delivery Drivers. *Id.*

117. Under the NYLL, employees have been entitled to be compensated at a rate of at least \$9.00 per hour during 2016. NYLL § 652.

118. Plaintiff and the Class are victims of a uniform compensation policy of compensating Delivery Drivers at wage rates below the New York minimum wage; and that uniform policy, in

violation of the NYLL, has been applied, and continues to be applied, to all Defendants' Delivery Drivers.

119. As a result of the aforesaid violations of the NYLL's minimum wage provisions, Defendants have unlawfully denied Plaintiff and the Class minimum wages guaranteed under the NYLL.

120. Plaintiff and the Class are entitled to damages equal to the amount of the unpaid minimum wages during the 6 years preceding the filing of this Complaint, plus periods of equitable tolling. NYLL § 663(1).

121. Plaintiff and the Class are entitled to an award of their costs incurred in pursuing this claim. *Id.*

122. Plaintiff and the Class are entitled to an award of reasonable attorneys' fees incurred in pursuing this claim. *Id.*

123. Plaintiff and the Class are entitled to an award of prejudgment interest at the applicable legal rate. *Id.*

124. Defendants are presumptively liable for a penalty in the amount of 25% of the total amount of the unpaid minimum wages and/or overtime compensation due prior to April 9, 2011. NYLL § 198(1-a).

125. Defendants are liable for a penalty in the amount of 100% of the total of the amount due from April 9, 2011 to present as Defendants cannot prove a good faith basis to believe that their underpayments were in compliance with the law. NYLL § 663(1).

WHEREFORE, on Count III, Plaintiff, on behalf of himself and the Class, demands judgment against Defendants and requests: (1) compensatory damages; (2) attorneys' fees and costs as allowed by NYLL § 663(1); (3) pre-judgment and post-judgment interest as provided by

NYLL § 663(1); (4) penalty damages as provided during times relevant in NYLL §§ 198(1-a) and 663(1); and (5) such other relief as the Court deems fair and equitable.

**Count IV: Violation of the FLSA by Failing to Reasonably Reimburse Vehicle Expenses**

126. Plaintiff reasserts and re-alleges the allegations set forth above.

127. At all relevant times herein, Plaintiff and all other similarly situated Delivery Drivers have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201, *et seq.*

128. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories of employees from federal minimum wage obligations. Despite Defendants' misclassification of the Delivery Drivers as "independent contractors," none of the FLSA exemptions apply to the Delivery Drivers.

129. The FLSA regulates, among other things, the payment of minimum wage by employers whose employees are engaged in interstate commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. §206(a).

130. Defendants are subject to the FLSA's minimum wage requirements because they are an enterprise engaged in interstate commerce, and their employees are engaged in commerce.

131. Under Section 6 of the FLSA, codified at 29 U.S.C. § 206, employees have been entitled to be compensated at a rate of at least \$7.25 per hour since July 24, 2009.

132. Under Section 7 of the FLSA, codified at 29 U.S.C. § 207, employees have been entitled to be compensated at a rate of at least one and one-half times their "regular rate" of pay for all time worked in excess of 40 hours per workweek.

133. As alleged herein, Defendants have reimbursed their Delivery Drivers less than the reasonably approximate amount of their automobile expenses to such an extent that it diminishes these employees' wages beneath the federal minimum wage.

134. Defendants knew or should have known that their pay and reimbursement policies, practices and methodology result in failure to compensate Delivery Drivers at the federal minimum wage and/or provide required overtime compensation.

135. Defendants, pursuant to their policy and practice, violated the FLSA by failing and refusing to pay federal minimum wage and/or overtime compensation to Plaintiff and other similarly situated employees.

136. Plaintiff and all similarly situated Delivery Drivers are victims of a uniform and employer-based compensation and reimbursement policy. This uniform policy, in violation of the FLSA, has been applied, and continues to be applied, to all delivery driver employees in Defendants' stores.

137. Plaintiff and all similarly situated employees are entitled to damages equal to the minimum wage minus actual wages received after deducting reasonably approximated automobile expenses within 3 years from the date each Plaintiff joins this case, plus periods of equitable tolling, because Defendants acted willfully and knew, or showed reckless disregard for, whether their conduct was unlawful.

138. Defendants have acted neither in good faith nor with reasonable grounds to believe that their actions and omissions were not a violation of the FLSA, and as a result, the Delivery Drivers are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid minimum wages under 29 U.S.C. § 216(b). Alternatively, should the Court find Defendants did not act in good faith and with reasonable grounds in failing to pay minimum

wage and / or overtime compensation, Plaintiff and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

139. As a result of the aforesaid willful violations of the FLSA's minimum wage provisions, minimum wage compensation has been unlawfully withheld by Defendants from Plaintiff and all similarly situated employees. Accordingly, Defendants are liable under 29 U.S.C. § 216(b), together with an additional amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, and costs of this action.

WHEREFORE, on Count IV, Plaintiff and all similarly situated Delivery Drivers demand judgment against Defendants and request: (1) compensatory damages; (2) liquidated damages; (3) attorneys' fees and costs as allowed by Section 16(b) of the FLSA; (4) pre-judgment and post-judgment interest as provided by law; and (5) such other relief as the Court deems fair and equitable.

**Count V: Violation of the NYLL by Failing to Reasonably Reimburse Vehicle Expenses**

140. Plaintiff reasserts and re-alleges the allegations set forth above.

141. At all relevant times, Plaintiff and all other Delivery Drivers have been entitled to the rights, protections, and benefits provided under the NYLL §§ 650 *et seq.* and 190 *et seq.*

142. The NYLL regulates, among other things, the payment of minimum wage by "employers" to "employees." NYLL § 652; 12 NYCRR § 142-2.1.

143. The NYLL also regulates, among other things, deductions from wages by "employers" to "employees." NYLL §§ 193 & 198-b.

144. Defendants are subject to the NYLL as they are an "employer" within the scope and meaning of the NYLL's broad definition. NYLL §§ 651(6) & 190(3).

145. Plaintiff and Defendants' other Delivery Drivers are subject to the NYLL as they are "employees" within the scope and meaning of the NYLL's broad definition. NYLL §§ 651(5) & 190(2).

146. The NYLL exempts certain categories of employees from New York's minimum wage obligations; however, despite Defendants' misclassification of the Delivery Drivers, none of the NYLL's exemptions apply to Plaintiff or Defendants' other Delivery Drivers. *Id.*

147. Under the NYLL, employees have been entitled to be compensated at a rate of at least \$7.25 per hour between the beginning of the recovery period and 2013, \$8.00 per hour in 2014, \$8.75 in 2015, and \$9.00 per hour in 2016. NYLL § 652.

148. The NYLL prohibits employers, among other things, from requiring an employee to make payments by separate transaction, unless such charge or payment is permitted as a deduction from wages under the NYLL. NYLL §§ 193(1) & (b)(2).

149. The NYLL prohibits deductions from wages that are not made in accordance with the provisions of any law or any rule or regulation issued by any governmental agency and are not expressly authorized in writing by the employees and are not for the benefit of the employee. NYLL § 193(1) & (b)(2).

150. The NYLL prohibits persons, among other things, from requesting, demanding, or receiving, either before or after such employee is engaged, a return, donation, or contribution of any part or all of said employee's wages, salary, supplements, or other thing of value, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such employee from procuring or retaining employment. NYLL § 198-b(2).

151. As alleged herein, Defendants, pursuant to their policy and practice, have reimbursed their Delivery Drivers less than the reasonably approximate amount of their automobile expenses

to such an extent that it diminishes the Delivery Drivers' net wages below New York's minimum wage.

152. Alternatively, Defendants, pursuant to their policy and practice, violated the NYLL by requiring *de facto* deductions for vehicle expenses that are not authorized under the NYLL and/or that reduce Delivery Drivers' net wages below the minimum.

153. The Delivery Drivers are victims of uniform compensation and vehicle cost reimbursement policies, and these uniform policies, in violation of the NYLL, have been applied, and continue to be applied, to all of Defendants' Delivery Drivers.

154. As a result of the aforesaid violations of the NYLL's minimum wage provisions, Defendants have unlawfully caused *de facto* deductions from the Delivery Drivers' wages that resulted in minimum wages being unlawfully withheld by Defendants from Plaintiff and all other Delivery Drivers.

155. The Delivery Drivers are entitled to damages equal to the amount of the unpaid minimum wages during the 6 years preceding the filing of this Complaint, plus periods of equitable tolling. NYLL § 663(1).

156. Plaintiff and all other Delivery Drivers are entitled to an award of their costs incurred in pursuing this claim. *Id.*

157. Plaintiff and all other Delivery Drivers are entitled to an award of reasonable attorneys' fees incurred in pursuing this claim. *Id.*

158. Plaintiff and all other Delivery Drivers are entitled to an award of prejudgment interest at the applicable legal rate. *Id.*

159. Defendants are presumptively liable for a penalty in the amount of 25% of the total amount of the unpaid minimum wages and/or overtime compensation due prior to April 9, 2011. NYLL § 198(1-a).

160. Defendants are liable for a penalty in the amount of 100% of the total of the amount due from April 9, 2011 to present as Defendants cannot prove a good faith basis to believe that their underpayments were in compliance with the law. NYLL § 663(1).

WHEREFORE, on Count V, Plaintiff, on behalf of himself and all other Delivery Drivers, demands judgment against Defendants and requests: (1) compensatory damages; (2) attorneys' fees and costs as allowed by NYLL § 663(1); (3) pre-judgment and post-judgment interest as provided by NYLL § 663(1); (4) penalty damages as provided during times relevant in NYLL §§ 198(1-a) and 663(1); and (5) such other relief as the Court deems fair and equitable.

**Count VI: Violation of the FLSA by Deducting "Administrative Fees"**

161. Plaintiff reasserts and re-alleges the allegations set forth above.

162. At all relevant times herein, Plaintiff and all other similarly situated Delivery Drivers have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201, *et seq.*

163. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories of employees from federal minimum wage obligations. Despite Defendants' misclassification of the Delivery Drivers as "independent contractors," none of the FLSA exemptions apply to Plaintiff or other similarly situated Delivery Drivers.

164. The FLSA regulates, among other things, the payment of minimum wage by employers whose employees are engaged in interstate commerce, or engaged in the production of



goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. § 206(a).

165. Defendants are subject to the FLSA's minimum wage requirements because they are an enterprise engaged in interstate commerce, and their employees are engaged in commerce.

166. Under Section 6 of the FLSA, codified at 29 U.S.C. § 206, employees have been entitled to be compensated at a rate of at least \$7.25 per hour since July 24, 2009.

167. Under Section 7 of the FLSA, codified at 29 U.S.C. § 207, employees have been entitled to be compensated at a rate of at least one and one-half times their "regular rate" of pay for all time worked in excess of 40 hours per workweek.

168. As alleged herein, Defendants deducted "administrative fees" or "admin fees" from their Delivery Drivers' wages to such an extent that it diminished these employees' wages further beneath the federal minimum wage.

169. Defendants knew or should have known that their deduction policy, practice and methodology results in failure to compensate Delivery Drivers at the federal minimum wage.

170. Defendants, pursuant to their policy and practice, violated the FLSA by failing and refusing to pay federal minimum wage to Plaintiff and other similarly situated employees.

171. Plaintiff and all similarly situated Delivery Drivers are victims of a uniform and employer-based deduction policy. This uniform policy, in violation of the FLSA, has been applied, and continues to be applied, to all delivery driver employees in Defendants' stores.

172. Plaintiff and all similarly situated employees are entitled to damages equal to the amount of "administrative fees" or "admin fees" deducted from their federal minimum wages during the 3 years from the date each Plaintiff joins this case, plus periods of equitable tolling,

because Defendants acted willfully and knew, or showed reckless disregard for, whether their conduct was unlawful.

173. Defendants have acted neither in good faith nor with reasonable grounds to believe that their actions and omissions were not a violation of the FLSA, and as a result, Plaintiff and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid minimum wages under 29 U.S.C. § 216(b). Alternatively, should the Court find Defendants did not act with good faith and reasonable grounds for failing to pay minimum wage and / or overtime compensation, Plaintiff and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

174. As a result of the aforesaid willful violations of the FLSA's minimum wage provisions, minimum wage compensation has been unlawfully withheld by Defendants from Plaintiff and all similarly situated employees. Accordingly, Defendants are liable under 29 U.S.C. § 216(b), together with an additional amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, and costs of this action.

WHEREFORE, on Count VI, Plaintiff and all similarly situated Delivery Drivers demand judgment against Defendants and request: (1) compensatory damages; (2) liquidated damages; (3) attorneys' fees and costs as allowed by Section 16(b) of the FLSA; (4) pre-judgment and post-judgment interest as provided by law; and (5) such other relief as the Court deems fair and equitable.

**Count VII: Violation of the NYLL by Deducting "Administrative Fees"**

175. Plaintiff reasserts and re-alleges the allegations set forth above.

176. At all relevant times, Plaintiff and all other Delivery Drivers have been entitled to the rights, protections, and benefits provided under the NYLL §§ 650 *et seq.* and 190 *et seq.*

177. The NYLL regulates, among other things, the payment of minimum wage by “employers” to “employees.” NYLL § 652; 12 NYCCR § 142-2.1.

178. The NYLL also regulates, among other things, deductions from wages by “employers” to “employees.” NYLL §§ 193 & 198-b; 12 NYCCR § 142-2.10.

179. Defendants are subject to the NYLL as they are an “employer” within the scope and meaning of the NYLL’s broad definition. NYLL §§ 651(6) & 190(3).

180. Plaintiff and Defendants’ other Delivery Drivers are subject to the NYLL as they are “employees” within the scope and meaning of the NYLL’s broad definition. NYLL §§ 651(5) & 190(2).

181. The NYLL exempts certain categories of employees from New York’s minimum wage obligations; however, despite Defendants’ misclassification of the Delivery Drivers as “independent contractors,” none of the NYLL’s exemptions apply to Plaintiff or Defendants’ other Delivery Drivers. *Id.*

182. Under the NYLL, employees have been entitled to be compensated at a rate of at least \$7.25 per hour between the beginning of the recovery period and 2013, \$8.00 per hour in 2014, \$8.75 in 2015, and \$9.00 per hour in 2016. NYLL § 652.

183. The NYLL prohibits deductions from wages that are not made in accordance with the provisions of any law or any rule or regulation issued by any governmental agency and are not expressly authorized in writing by the employees and are not for the benefit of the employee. NYLL § 193(1) & (b)(2).

184. Defendants, pursuant to their policy and practice, violated the NYLL by deducting “administrative fees” or “admin fees” that are not authorized under the NYLL and/or that reduce Delivery Drivers’ net wages further below the New York minimum.

185. The Delivery Drivers are victims of a uniform deduction policy, and this uniform policy, in violation of the NYLL, has been applied, and continues to be applied, to all Defendants' Delivery Drivers.

186. The Delivery Drivers are entitled to damages equal to the amount of the unpaid minimum wages during the 6 years preceding the filing of this Complaint, plus periods of equitable tolling. NYLL § 663(1).

187. The Delivery Drivers are entitled to an award of their costs incurred in pursuing this claim. *Id.*

188. The Delivery Drivers are entitled to an award of reasonable attorneys' fees incurred in pursuing this claim. *Id.*

189. The Delivery Drivers are entitled to an award of prejudgment interest at the applicable legal rate. *Id.*

190. Defendants are presumptively liable for a penalty in the amount of 25% of the total amount of the unpaid minimum wages and/or overtime compensation due prior to April 9, 2011. NYLL § 198(1-a).

191. Defendants are liable for a penalty in the amount of 100% of the total of the amount due from April 9, 2011 to present as Defendants cannot prove a good faith basis to believe that their underpayment was in compliance with the law. NYLL § 663(1).

WHEREFORE, on Count VII, Plaintiff, on behalf of himself and all other Delivery Drivers, demand judgments against Defendants and requests: (1) compensatory damages; (2) attorneys' fees and costs as allowed by NYLL § 663(1); (3) pre-judgment and post-judgment interest as provided by NYLL § 663(1); (4) penalty damages as provided during times relevant in NYLL §§ 198(1-a) and 663(1); and (5) such other relief as the Court deems fair and equitable.

**Count VIII: Violation of the NYLL by Failing to Provide Wage Notices**

192. Plaintiff reasserts and re-alleges the allegations set forth above.

193. At all relevant times, the Delivery Drivers have been entitled to the rights, protections, and benefits provided under the NYLL §§ 650 *et seq.* and 190 *et seq.*

194. The NYLL regulates, among other things, provision of wage notices by “employers” to “employees.” NYLL §§ 195(1) & (2).

195. Defendants are subject to the NYLL as they are an “employer” within the scope and meaning of the NYLL’s broad definition. NYLL §§ 651(6) & 190(3).

196. Plaintiff and Defendants’ other Delivery Drivers are subject to the NYLL as they are “employees” within the scope and meaning of the NYLL’s broad definition. NYLL §§ 651(5) & 190(2).

197. The NYLL exempts certain categories of employees from New York’s minimum wage obligations; however, despite Defendants’ misclassification of the Delivery Drivers, none of the NYLL’s exemptions apply to Plaintiff or Defendants’ other Delivery Drivers. *Id.*

198. The NYLL requires employers to provide their “employees, in writing in English and in the language identified by each employee as the primary language of such employee, at the time of hiring, a notice containing the following information: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer in accordance with section one hundred ninety-one of this article; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer’s main office or principal place of

business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.” NYLL § 195(1).

199. The NYLL further requires employers to notify their “employees in writing of any changes to the information set forth in [NYLL § 195(3)], at least seven calendar days prior to the time of such changes, unless such changes are reflected on the wage statement furnished in accordance with [NYLL § 195(3).]” NYLL § 195(2).

200. Defendants have failed to supply the Delivery Drivers with proper wage notices, as required by NYLL §§ 195(1) and (2), in English or in the language identified by the Class members as their primary language, containing their rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the regular pay day designated by the employer in accordance with NYLL; the name of the employer; and “doing business as” names used by the employer; the physical address of the employer’s main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

201. Through their failure to provide the Delivery Drivers with the wage notices required by the NYLL, Defendants violated NYLL §§ 195(1) and (2).

202. Due to Defendants’ violations of NYLL §§ 195(1) and (2), the Delivery Drivers are entitled to \$50.00 dollars each workday within the last 6 years that Defendants failed to provide them with wage notices, or a total of \$500.00 each. NYLL § 198(1-b).

203. The Delivery Drivers are entitled to an award of their costs incurred in pursuing this claim. *Id.*

204. The Delivery Drivers are entitled to an award of reasonable attorneys' fees incurred in pursuing this claim. *Id.*

WHEREFORE, on Count VIII, Plaintiff, on behalf of himself and all other Delivery Drivers, demands judgment against Defendants and requests (1) statutory damages pursuant to NYLL § 198(1-b); (2) attorneys' fees and costs as allowed by NYLL § 198(1-b); and (3) such other relief as the Court deems fair and equitable.

**Count IX: Violation of the NYLL by Failing to Provide Wage Statements**

205. Plaintiff reasserts and re-alleges the allegations set forth above.

206. At all relevant times, the Delivery Drivers have been entitled to the rights, protections, and benefits provided under the NYLL §§ 650 *et seq.* and 190 *et seq.*

207. The NYLL regulates, among other things, provision of wage statements by "employers" to "employees." NYLL § 195(3).

208. Defendants are subject to the NYLL as they are an "employer" within the scope and meaning of the NYLL's broad definition. NYLL §§ 651(6) & 190(3).

209. Plaintiff and Defendants' other Delivery Drivers are subject to the NYLL as they are "employees" within the scope and meaning of the NYLL's broad definition. NYLL §§ 651(5) & 190(2).

210. The NYLL exempts certain categories of employees from New York's minimum wage obligations; however, despite Defendants' misclassification of the Delivery Drivers as "independent contractors," none of the NYLL's exemptions apply to Plaintiff or Defendants' other Delivery Drivers. *Id.*

211. The NYLL requires employers to "furnish each employee with a statement with every payment of wages, listing the following: the dates of work covered by that payment of wages;

name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; and net wages” and further requires that “[f]or all employees who are not exempt from overtime compensation as established in the commissioner’s minimum wage orders or otherwise provided by New York state law or regulation, the statement shall include the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked, and the number of overtime hours worked.” NYLL § 195(3).

212. Defendants have failed to supply Plaintiff and the Class with accurate statements of wages as required by NYLL § 195(3), containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked including overtime hours worked if applicable; deductions; and net wages.

213. Through their failure to provide the Delivery Drivers with the wage notices required by the NYLL, Defendants violated NYLL § 195(3).

214. Due to Defendants’ violations of NYLL § 195(3), the Delivery Drivers are entitled to \$250.00 dollars each workday within the last 6 years that Defendants failed to provide them with accurate wage statements, or a total of \$5,000.00 each. NYLL § 198(1-d).

215. The Delivery Drivers are entitled to an award of their costs incurred in pursuing this claim. *Id.*



216. The Delivery Drivers are entitled to an award of reasonable attorneys' fees incurred in pursuing this claim. *Id.*

WHEREFORE, on Count IX, Plaintiff, on behalf of himself and all other Delivery Drivers, demands judgment against Defendants and requests (1) statutory damages pursuant to NYLL § 198(1-d); (2) attorneys' fees and costs as allowed by NYLL § 198(1-d); and (3) such other relief as the Court deems fair and equitable.

**Count X: Violation of the NYLL by Failing to Provide "Spread-of-Hours" Pay**

217. Plaintiff reasserts and re-alleges the allegations set forth above.

218. At all relevant times, Plaintiff and all other Delivery Drivers have been entitled to the rights, protections, and benefits provided under the NYLL §§ 650 *et seq.* and 190 *et seq.*

219. Defendants are subject to the NYLL as they are an "employer" within the scope and meaning of the NYLL's broad definition. NYLL §§ 651(6) & 190(3).

220. Plaintiff and Defendants' other Delivery Drivers are subject to the NYLL as they are "employees" within the scope and meaning of the NYLL's broad definition. NYLL §§ 651(5) & 190(2).

221. The NYLL exempts certain categories of employees from New York's minimum wage obligations; however, none of the NYLL's exemptions apply to Plaintiff or Defendants' other Delivery Drivers. *Id.*

222. The NYLL requires, among other things, "spread-of-hours" pay, in addition to the New York minimum wage, for any day in which spread of hours exceeds 10 hours. 12 NYCCR § 142-2.4.

223. Plaintiff and the Class sometimes worked over 10 hours per workday.

224. Defendants have failed to pay Plaintiff and the Class “spread of hours” pay for workdays encompassing more than 10 hours worked.

225. Plaintiff and all other Delivery Drivers are entitled to one hour’s pay at their basic minimum hourly wage rate for each day within the last 6 years in which they worked over 10 hours. NYLL § 663(1); 12 NYCCR § 142-2.4.

226. Plaintiff and all other Delivery Drivers are entitled to an award of their costs incurred in pursuing this claim. *Id.*

227. Plaintiff and all other Delivery Drivers are entitled to an award of reasonable attorneys’ fees incurred in pursuing this claim. *Id.*

228. Plaintiff and all other Delivery Drivers are entitled to an award of prejudgment interest at the applicable legal rate. *Id.*

229. Defendants are presumptively liable for a penalty in the amount of 25% of the total amount of the unpaid minimum wages and / or overtime compensation due prior to April 9, 2011. NYLL § 198(1-a).

230. Defendants are liable for a penalty in the amount of 100% of the total of the amount due from April 9, 2011 to present as Defendants cannot prove a good faith basis to believe that their underpayments were in compliance with the law. NYLL § 663(1).

WHEREFORE, on Count X, Plaintiff, on behalf of himself and all other Delivery Drivers, demands judgment against Defendants and requests: (1) compensatory damages; (2) attorneys’ fees and costs as allowed by NYLL § 663(1); (3) pre-judgment and post-judgment interest as provided by NYLL § 663(1); (4) penalty damages as provided during times relevant in NYLL §§ 198(1-a) and 663(1); and (5) such other relief as the Court deems fair and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby requests a trial by jury of all issues triable by jury.

Dated: December 12, 2016  
White Plains, New York

Respectfully submitted,

**WEINHAUS & POTASHNICK**  
Mark Potashnick, MO Bar # 41315  
(*pro hac vice* application forthcoming)  
11500 Olive Blvd., Suite 133  
St. Louis, Missouri 63141  
Telephone: (314) 997-9150 ext. 2  
Facsimile: (314) 984-810  
[markp@wp-attorneys.com](mailto:markp@wp-attorneys.com)

**LIBERMAN, GOLDSTEIN & KARSH**  
Eli Karsh, MO Bar # 43061  
(*pro hac vice* application forthcoming)  
230 South Bemiston Ave., Suite 1200  
Clayton, Missouri 63141  
Telephone: (314) 862-3333 ext. 13  
Facsimile: (314) 863-0605  
[elikaresh@aol.com](mailto:elikaresh@aol.com)

**FINKELSTEIN, BLANKINSHIP,  
FREI-PEARSON & GARBER, L.L.P.**  
*/s/ John D. Sardesai-Grant*  
Jeremiah Frei-Pearson (JFP1509)  
John Sardesai-Grant (JS2950)  
445 Hamilton Avenue, Suite 605  
White Plains, New York 10601  
Telephone: (914) 298-3281  
Facsimile: (914) 824-1561  
[jfrei-pearson@fbfglaw.com](mailto:jfrei-pearson@fbfglaw.com)  
[jsardesaigrant@fbfglaw.com](mailto:jsardesaigrant@fbfglaw.com)

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

Maurice Johnson, individually and on behalf of other similarly situated persons

(b) County of Residence of First Listed Plaintiff Queens County, New York (EXCEPT IN U.S. PLAINTIFF CASES)

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

DEFENDANTS

Parts Authority, LLC et al.

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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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: Violations of the FLSA's wage and hour provisions, plus violations of the New York Labor Law's provisions

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 12/12/2016 SIGNATURE OF ATTORNEY OF RECORD s/ John D. Sardesai-Grant

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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**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, John D. Sardesai-Grant, counsel for Plaintiff Maurice Johnson, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

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

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

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

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

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

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

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? no
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? no
  - b) Did the events 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? no

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

**BAR ADMISSION**

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

- Yes
- No

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

- Yes (If yes, please explain)
- No

I certify the accuracy of all information provided above.

Signature: s/ John D. Sardesai-Grant

**Attachment – Section I.(c) – Attorneys for Plaintiffs**

**FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P.**

445 Hamilton Avenue, Suite 605, White Plains, New York 10601

Telephone: (914) 298-3281

**WEINHAUS & POTASHNICK**

11500 Olive Blvd., Suite 133, St. Louis, Missouri 63141

Telephone: (314) 997-9150 ext. 2

**LIBERMAN, GOLDSTEIN & KARSH**

230 South Bemiston Ave., Suite 1200, Clayton, Missouri 63141

Telephone: (314) 862-3333 ext. 13

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons,

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority, LLC
211-10 Hillside Avenue
Queens Village, New York, 11427

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:

John Sardesai-Grant
FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, L.L.P.
445 Hamilton Avenue, Suite 605
White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons,

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority, Inc. 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons,

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority Laurel Avenue LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority Partners Franklin Ave LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons,

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority Southern LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority-WAW LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority District of Columbia LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons,

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority Arizona LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority Georgia LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parts Authority Metro LLC 211-10 Hillside Avenue Queens Village, New York, 11427

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:

John Sardesai-Grant FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, L.L.P. 445 Hamilton Avenue, Suite 605 White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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**Reset**

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PA Austin LLC
211-10 Hillside Avenue
Queens Village, New York, 11427

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:

John Sardesai-Grant
FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, L.L.P.
445 Hamilton Avenue, Suite 605
White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MAURICE JOHNSON, individually and on behalf of other similarly situated persons

Plaintiff(s)

v.

Parts Authority, LLC, Parts Authority, Inc., Parts Authority Laurel Avenue LLC, Parts Authority Partners Franklin Ave LLC, Parts Authority Southern LLC, Parts Authority-WAW LLC, Parts Authority District of Columbia LLC, Parts Authority Arizona LLC, Parts Authority Georgia LLC, Parts Authority Metro LLC, PA Austin LLC and Yaron Rosenthal,

Defendant(s)

Civil Action No. 1:16-cv-6852

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Yaron Rosenthal
211-10 Hillside Avenue
Queens Village, New York, 11427

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:

John Sardesai-Grant
FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, L.L.P.
445 Hamilton Avenue, Suite 605
White Plains, NY 10601

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

Civil Action No. 1:16-cv-6852

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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Nov. 16. 2016. 01:16 PM


PAGE. 3/ 3

**CONSENT TO BECOME A PARTY PLAINTIFF**

Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)

I hereby consent to be a party plaintiff seeking unpaid wages against Paris Authority, its owners and/or related entities.

Date: 11/16/16

  
\_\_\_\_\_  
Maurice Johnson



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Parts Authority Hit with Drivers' Unpaid Overtime Class Action](#)

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