

injunctive and declaratory relief against Defendants' unlawful actions and to recover unpaid minimum and overtime wages, spread-of-hours pay, liquidated damages, statutory damages, pre- and post-judgment interest, and attorneys' fees and costs.

JURISDICTION

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

VENUE

4. Venue is proper in the Eastern District of New York under 28 U.S.C. § 1391 because the events set forth to this Complaint occurred at NPI Manufacturing Ltd., which was formerly located and operated by Defendants at 68 33rd Street, Brooklyn, New York 11232, and is now located at 230 Duffy Avenue, Hicksville, New York 11801, both in the Eastern District of New York.

THE PARTIES

Plaintiff Jelffry Pichardo

5. Pichardo resides in the Bronx, New York.

6. Defendants employed Pichardo as a factory line worker from approximately September 20, 2014, until December 2015.

7. Defendants employed Pichardo as a machine operator from approximately January 2016 until March 30, 2017.

8. Throughout his employment, Pichardo was an employee engaged in commerce or in the production of goods for commerce.

9. Pichardo is a covered employee within the meaning of the FLSA.

Defendant NPI Manufacturing Ltd.

10. Defendant NPI Manufacturing Ltd. is a New York corporation that owns, operates, and does business as NPI Manufacturing (“NPI”), and is located at 230 Duffy Avenue, Hicksville, New York 11801. Before approximately November 2015, NPI was located at 68 33rd Street, Brooklyn, New York 11232.

11. NPI Manufacturing Ltd. has employees engaged in commerce or in the production of goods for commerce and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person.

12. Within the three years prior to the filing of this Complaint, NPI Manufacturing Ltd. had an annual gross volume of sales of at least \$500,000.

Defendant Israel Berkowitz

13. Defendant Israel Berkowitz (“Berkowitz”) is an owner of NPI Manufacturing Ltd.

14. Throughout Pichardo’s employment, Berkowitz had and exercised authority over personnel decisions at NPI, including the disciplining, hiring, and firing of employees, setting of employees’ wages, and otherwise controlling the terms and conditions of their employment.

15. Throughout Pichardo’s employment, Berkowitz was regularly present at the NPI factory and oversaw and directed the work of line workers and machine operators.

16. Although Carlos Darwin, a foreman, interviewed and recommended the hiring of Pichardo and set his work schedule, Darwin consulted with Berkowitz and Berkowitz made all final decisions about these matters.

17. Throughout Pichardo's employment, Berkowitz handed out paychecks and made final decisions on pay increases of machine operators and line workers at NPI.

18. Berkowitz terminated Pichardo's employment.

19. Berkowitz's name appears as the primary company representative, as submitted by NPI to the U.S. Department of Transportation.

20. Berkowitz exercised sufficient control over NPI's operations to be considered Plaintiff's employer under the FLSA and NYLL.

FACTUAL ALLEGATIONS

Wage and Hour Violations

21. From approximately September 20, 2014, to March 2016, Defendants paid Pichardo at a rate of \$8.75 per hour for all hours worked, including hours worked over forty per workweek.

22. From approximately March 5, 2016, through March 12, 2016, Defendants paid Pichardo at a rate of \$9.00 per hour for all hours worked, including hours worked over forty per workweek.

23. From approximately March 13, 2016, until April 7, 2017, Defendants paid Pichardo at a rate of \$10.00 per hour for all hours worked, including hours worked over forty per workweek.

24. On most workdays, Pichardo regularly took a 10-minute morning break, a 20-minute lunch break, and a 10-minute afternoon break, totaling 40 minutes of breaks per day.

25. Unless NPI was closed for the day or Pichardo was absent, from September 20, 2014, through approximately January 2016, Pichardo regularly worked

Monday through Sunday from approximately 7:00 a.m. through 7:00 p.m., for a total of approximately 79.3 hours per week.

26. For example, during the workweek of August 10 through 16, 2015, Pichardo worked Monday from 6:43 a.m. to 7:31 p.m., Tuesday from 6:47 a.m. to 7:31 p.m., Wednesday from 6:38 a.m. through 7:31 p.m., Thursday from 6:38 a.m. through 3:32 p.m., Friday from 7:09 a.m. to 6:30 p.m., Saturday from 6:05 a.m. to 2:36 p.m., and Sunday from 6:32 a.m. to 2:32 p.m., for a total of 70.51 hours (assuming he actually took 40 minutes of breaks each workday).

27. For this workweek, Defendants paid Pichardo \$612.50, equal to \$8.75 times 70 hours worked, with one NPI business paycheck for \$262.50 and one payroll check, subject to withholdings and deductions, for \$350.00.

28. For this workweek, Pichardo should have been paid \$350.00 for forty hours worked (*i.e.*, \$8.75 x 40 hours), \$400.60 for 30.51 overtime hours worked (*i.e.*, \$13.13 x 30.51 overtime hours), and \$35.00 in spread-of-hours pay (*i.e.*, \$8.75 minimum wage rate x 4 shifts longer than ten hours), for a total of \$785.60.

29. For this workweek, Pichardo is owed \$173.10 in unpaid overtime wages and spread-of-hours pay.

30. Unless NPI was closed for the day or Pichardo was absent, from approximately February 2016 through the end of his employment, Pichardo regularly worked Monday through Saturday from 7:00 a.m. through 6:30 p.m., for a total of approximately 65 hours per week.

31. For example, during the workweek of January 11 to 17, 2016, Pichardo worked Monday from 6:56 a.m. to 7:30 p.m., Tuesday from 6:56 a.m. to 7:32 p.m., Wednesday from 6:58 a.m. through 7:29 p.m., Thursday from 6:57 a.m. through 7:30

p.m., Friday from 7:00 a.m. to 6:30 p.m., and Saturday from 7:00 a.m. to 2:30 p.m., for a total of 65.22 hours (assuming he actually took 40 minutes of breaks each workday).

32. For this workweek, Defendants paid Pichardo \$568.75, equal to \$8.75 per hour times 65 hours worked, with one NPI business paycheck for \$218.75 and one payroll check, subject to withholdings and deductions, for \$350.00.

33. For this workweek, Pichardo should have been paid \$360.00 for forty hours (*i.e.*, \$9.00 x 40 hours), \$340.47 for 25.22 overtime hours (*i.e.*, \$13.50 x 25.22 overtime hours), and \$54.00 for spread-of-hours pay (*i.e.*, 5 shifts longer than ten hours x \$9.00 minimum wage rate), for a total of \$754.47.

34. For this workweek, Pichardo is owed \$185.72 in unpaid minimum and overtime wages and spread-of-hours pay.

35. For example, during the workweek of March 20 through 26, 2017, Pichardo worked Monday from 6:56 a.m. to 6:30 p.m., Tuesday from 6:41 a.m. to 6:30 p.m., Wednesday from 7:03 a.m. to 6:31 p.m., Thursday from 7:01 a.m. to 6:34 p.m., Friday from 7:03 a.m. to 6:26 p.m., and Saturday from 6:56 a.m. to 3:27 p.m., for a total of 62.3 hours worked (assuming he actually took 40 minutes of breaks each workday).

36. For this workweek, Defendants paid Pichardo \$630.00, equal to \$10.00 per hour times 63 hours worked, with one NPI business paycheck for \$230.00 and one payroll check, subject to withholdings and deductions, for \$400.00. Copies of the check and the paystub are enclosed as Exhibit A.

37. For this workweek, Pichardo should have been paid \$400.00 for forty hours (*i.e.*, \$10.00 x 40 hours), \$334.50 for 22.3 overtime hours (*i.e.*, \$15.00 x 22.3 hours), and \$50.00 for spread-of-hours pay (*i.e.*, 5 shifts longer than ten hours x \$10.00 minimum wage rate), for a total of \$784.50.

38. For this workweek, Pichardo is owed \$154.50 in unpaid overtime wages and spread-of-hours pay.

39. Defendants did not furnish Pichardo with a wage notice when he was hired or any time thereafter.

40. Defendants paid Pichardo with two checks when he worked more than forty hours per workweek, with one payroll check for his first forty hours worked and one NPI business check for hours worked over forty in the workweek. *See* Ex. A. Accordingly, Defendants furnished Pichardo with inaccurate weekly wage statements at the end of every pay period, which only reflected forty hours of work.

COLLECTIVE ACTION ALLEGATIONS

41. Pichardo brings the claims in this Complaint arising out of the FLSA on behalf of himself and all similarly situated persons who are current and former factory line workers and machine operators of NPI since the date three years prior to the filing of this action who elect to opt-in to this action (the "FLSA Collective").

42. The FLSA Collective consists of approximately thirty-five similarly situated employees (*i.e.*, factory line workers and machine operators) who have been victims of Defendants' common policy and practices that have violated their rights under the FLSA by, *inter alia*, willfully denying them minimum and overtime wages and other monies.

43. As part of their regular business practices, Defendants have intentionally, willfully, and repeatedly harmed Plaintiff and the FLSA Collective by engaging in a pattern, practice, and/or policy of violating the FLSA and NYLL. This policy and pattern or practice includes, *inter alia*, the following:

- a. failing to pay factory line workers and machine operators minimum wages for all hours worked;

- b. failing to pay factory line workers and machine operators overtime pay for all hours worked over forty; and
- c. failing to keep accurate payroll records of the complete number of hours that factory line workers and machine operates worked per workweek.

44. Defendants have engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees their compensation.

45. Defendants' unlawful conduct has been intentional, willful, and in bad faith and has caused significant monetary damage to the FLSA Collective.

46. The FLSA Collective would benefit from the issuance of a court-supervised notice of the present lawsuit and the opportunity to join the present lawsuit. Those similarly situated employees are known to NPI and are readily identifiable and locatable through its records. Those similarly situated employees should be notified of and allowed to opt into this action, pursuant to 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS

47. The claims in this Complaint arising out of the NYLL are brought by Pichardo under Rule 23 of the Federal Rules of Civil Procedure on behalf of himself and a class consisting of all similarly situated current and former factory line workers and machine operators who work or have worked at NPI at any point in the past six years (the "Rule 23 Class").

48. The employees in the Rule 23 Class are so numerous that joinder of all members is impracticable.

49. The size of the Rule 23 Class is at least thirty-five individuals, although the precise number of such employees is unknown. Facts supporting the calculation of that number are presently within the sole control of Defendants.

50. Defendants have acted or have refused to act on grounds generally applicable to the Rule 23 Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Rule 23 Class as a whole.

51. Common questions of law and fact exist as to the Rule 23 Class that predominate over questions affecting them individually including, *inter alia*, the following:

- a. whether Defendants violated NYLL Article 6, § 190, *et seq.*, and Article 19, § 650, *et seq.*, and the supporting New York State Department of Labor regulations, 12 N.Y.C.R.R. Part 142, as alleged herein;
- b. whether Defendants failed to pay the Rule 23 Class at the overtime rate for all time worked in excess of forty hours per week;
- c. whether Defendants failed to pay the Rule 23 Class at the minimum wage rate for all hours worked per workweek;
- d. whether Defendants failed to pay the Rule 23 Class spread-of-hours pay on days when their shifts spanned over more than ten hours;
- e. whether Defendants failed to provide the Rule 23 Class with accurate wage statements as required by the NYLL and WTPA;
- f. whether Defendants failed to furnish the Rule 23 Class with wage notices;
- g. whether Defendants failed to retain accurate payroll records, reflecting all hours worked per workweek, for all members of the Rule 23 Class; and
- h. the nature and the extent of the class-wide injury and the measure of damages for those injuries.

52. Pichardo's claims are typical of the claims of the Rule 23 Class he seeks to represent. Pichardo and the members of the Rule 23 Class work or have worked for Defendants at any point during the past six years. They enjoy the same statutory rights under the NYLL to be paid at the minimum wage rate and the overtime rate for all hours worked over forty in a workweek and spread-of-hours pay when their shifts were longer than ten hours. Pichardo and the members of the Rule 23 Class have sustained similar types of damages as a result of Defendants' failure to comply with the NYLL.

53. Pichardo and the Rule 23 Class have all been injured in that they have been under-compensated due to Defendants' common policies, practices, and patterns of conduct.

54. Pichardo will fairly and adequately represent and protect the interests of the members of the Rule 23 Class.

55. Pichardo has retained legal counsel competent and experienced in wage and hour litigation and class action litigation.

56. There is no conflict between Pichardo and the Rule 23 Class members.

57. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Rule 23 Class have been damaged and are entitled to recovery as a result of Defendants' common policies, practices, and procedures. Although the relative damages suffered by the individual class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual plaintiffs lack the financial resources necessary to conduct a thorough examination of Defendants' compensation practices and to prosecute vigorously a lawsuit against Defendants to recover such damages. In addition, class action litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

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

**FIRST CLAIM
(Fair Labor Standards Act – Unpaid Minimum Wage)**

59. Plaintiff repeats and incorporates all foregoing paragraphs as if fully set forth herein.

60. Defendants are employers within the meaning of 29 U.S.C. §§ 203(e) and 206(a), and employed Plaintiff and the FLSA Collective.

61. Defendants were required to pay Plaintiff and the FLSA Collective the applicable minimum wage rate.

62. Defendants failed to pay Plaintiff and the FLSA Collective the minimum wages to which they were entitled under the FLSA.

63. Defendants were aware or should have been aware that the practices described in this Complaint were unlawful and have not made a good faith effort to comply with the FLSA with respect to the compensation of Plaintiff and the FLSA Collective.

64. As a result of Defendants' willful violations of the FLSA, Plaintiff and the FLSA Collective suffered damages by being denied minimum wages in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, pre- and post-judgment interest, attorneys' fees and costs of this action, and other compensation pursuant to 29 U.S.C. § 216(b).

**SECOND CLAIM
(New York Labor Law – Unpaid Minimum Wage)**

65. Plaintiff repeats and incorporates all foregoing paragraphs as if fully set forth herein.

66. Defendants are employers within the meaning of the NYLL §§ 190, 651(5), 652, and supporting New York State Department of Labor Regulations, and employed Plaintiff and the Rule 23 Class.

67. Defendants failed to pay Plaintiff and the Rule 23 Class the minimum hourly wages to which they were entitled under the NYLL.

68. Defendants have willfully violated the NYLL by knowingly and intentionally failing to pay Plaintiff and the Rule 23 Class statutorily required minimum hourly wages.

69. As a result of Defendants' violations of the NYLL, Plaintiff and the Rule 23 Class are entitled to recover unpaid wages, reasonable attorneys' fees and costs of the action, liquidated damages, and pre- and post-judgment interest.

**THIRD CLAIM
(Fair Labor Standards Act – Unpaid Overtime)**

70. Plaintiff repeats and incorporates all foregoing paragraphs as if fully set forth herein.

71. Defendants were required to pay Plaintiff and the FLSA Collective one and one-half (1½) times their regular hourly rates for all hours worked in excess of forty hours in a workweek pursuant to the overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207 et seq.

72. Defendants have failed to pay Plaintiff and the FLSA Collective the overtime wages to which they were entitled under the FLSA.

73. Defendants have willfully violated the FLSA by knowingly and intentionally failing to pay Plaintiff and the FLSA Collective overtime wages.

74. Due to Defendants' violations of the FLSA, Plaintiff and the FLSA Collective are entitled to recover unpaid overtime wages, liquidated damages, reasonable attorneys' fees and costs of the action, and pre- and post-judgment interest.

FOURTH CLAIM
(New York Labor Law – Unpaid Overtime)

75. Plaintiff repeats and incorporates all foregoing paragraphs as if fully set forth herein.

76. Under the NYLL and supporting New York State Department of Labor regulations, Defendants were required to pay Plaintiff and the Rule 23 Class one and one-half (1½) times their regular hourly rates for all hours worked in excess of forty.

77. Defendants have failed to pay Plaintiff and the Rule 23 Class the overtime wages to which they were entitled under the NYLL.

78. Defendants have willfully violated the NYLL by knowingly and intentionally failing to pay Plaintiff and the Rule 23 Class overtime wages.

79. Due to Defendants' willful violations of the NYLL, Plaintiff and the Rule 23 Class are entitled to recover unpaid overtime wages, reasonable attorneys' fees and costs of the action, liquidated damages, and pre- and post-judgment interest.

FIFTH CLAIM
(New York Labor Law – Failure to Provide Annual Wage Notices)

80. Plaintiff repeats and incorporates all foregoing paragraphs as if fully set forth herein.

81. Defendants willfully failed to pay Plaintiff and the Rule 23 Class additional compensation of one hour's pay at the basic minimum hourly wage rate for each day during which they worked more than ten hours.

82. By Defendants' failure to pay Plaintiff and the Rule 23 Class spread-of-hours pay, Defendants willfully violated the NYLL Article 19, §§ 650, *et seq.*, and the supporting New York State Department of Labor Regulations, including, but not limited to the Minimum Wage Order for Miscellaneous Industries and Occupations, 12 N.Y.C.R.R. § 142-2.4.

83. Due to Defendants' willful violations of the NYLL, Plaintiff and the Rule 23 Class are entitled to recover an amount prescribed by statute, reasonable attorneys' fees and costs of the action, pre- and post-judgment interest, and liquidated damages.

SIXTH CLAIM
(New York Labor Law – Failure to Provide Annual Wage Notices)

84. Plaintiff repeats and incorporates all foregoing paragraphs as if fully set forth herein.

85. Defendants failed to furnish Plaintiff and the Rule 23 Class with a notice at the time of hiring and whenever their rates of pay changed, containing 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 NYLL § 191; and anything otherwise required by law in violation of NYLL § 195(1).

86. Due to Defendants' violation of NYLL § 195(1), Plaintiff and the Rule 23 Class are entitled to recover from the Defendants liquidated damages of \$50.00 per workday that the violation occurred, up to a maximum of \$5,000.00, reasonable attorneys' fees and costs, and disbursements of the action, pursuant to NYLL § 198(1-b).

SEVENTH CLAIM
(New York Labor Law – Failure to Provide Accurate Wage Statements)

87. Plaintiff repeats and incorporates all foregoing paragraphs as if fully set forth herein.

88. Defendants failed to furnish Plaintiff and the Rule 23 Class, with each wage payment, with a statement accurately listing: rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; 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; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; and net wages; in violation of NYLL § 195(3).

89. Due to Defendants' violation of the NYLL, § 195(3), Plaintiff and Rule 23 Class are entitled to recover from the Defendants liquidated damages of \$250.00 per workday, up to a maximum of \$5,000.00, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to the NYLL § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, the FLSA Collective, and the Rule 23 Class, respectfully requests that this Court enter a judgment:

a. Certifying this case as a class action pursuant to Rule 23 for the class of employees described herein, certification of Plaintiff as the class representative, and designation of Plaintiff's counsel as Class Counsel;

b. authorizing the issuance of notice at the earliest possible time to all potential FLSA Collective members, composed of persons who were employed by Defendants as factory line workers and machine operators during the three years immediately preceding the filing of this action. This notice should inform them that this action has been filed, describe the nature of the action, and explain their right to opt into this lawsuit;

c. declaring that Defendants have violated the minimum and overtime wage provisions of the FLSA, the NYLL, and New York State Department of Labor regulations;

d. declaring that Defendants violated the spread-of-hours pay provisions of the NYLL and New York State Department of Labor regulations;

- e. declaring that Defendants violated the notice provisions of the WTPA;
- f. declaring that Defendants violated the record keeping provisions of the WTPA;
- g. declaring that Defendants' violations of the FLSA and NYLL were willful;
- h. enjoining future violations of the FLSA and NYLL by Defendants;
- i. awarding Plaintiff, the FLSA Collective, and the Rule 23 Class damages for unpaid minimum and overtime wages and spread-of-hours pay;
- j. awarding Plaintiff, the FLSA Collective, and the Rule 23 Class liquidated damages pursuant to the FLSA and NYLL;
- k. awarding Plaintiff and the Rule 23 Class statutory damages as a result of Defendants' failure to furnish accurate annual wage notices and failure to provide accurate wage statements with each payment of wages pursuant to the NYLL;
- l. awarding Plaintiff and the Rule 23 Class pre- and post-judgment interest under NYLL;
- m. awarding Plaintiff, the FLSA Collective, and the Rule 23 Class reasonable attorneys' fees and costs pursuant the FLSA and the NYLL; and

[CONTINUED ON NEXT PAGE]

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

Dated: New York, New York
December 22, 2017

PECHMAN LAW GROUP PLLC

By: 

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FLSA Collective, & the Rule 23
Class*

EXHIBIT A

4832

NPI MFG LTD PAYROLL ACCOUNT
PAYROLL ACCOUNT
230 DUFFY AVE
HICKSVILLE, NY 11801-3641

DATE 3/30/17 1-2
210
671

PAY TO THE ORDER OF JELFFRY PICHARDO \$ 230⁰⁰

Two Hundred Thirty DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR _____ MP

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SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS

JPMorgan Chase Bank 1-2/210

NPI Manufacturing Ltd
P O Box 233
Brooklyn, NY 11232

Check Date 03/31/2017	Check No. 13291
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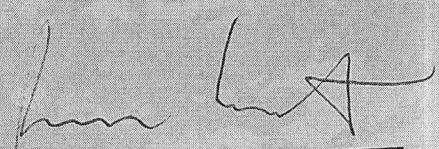
Amount
\$306.37

BRANDS

*** Three Hundred Six and 37/100 Dollars ***

Div.: 0 / Dept.: 998

Pay To The Order Of Jelffry Pichardo Pena
130 3rd ave
Brooklyn, NY 11217



 Authorized Signature

3/29/2017 11:38:14 AM

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JS 44 (Rev. 11/27/17)

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.)

<p>I. (a) PLAINTIFFS</p> <p>Jeffry Pichardo, on behalf of himself and all others similarly situated</p> <p>(b) County of Residence of First Listed Plaintiff <u>Bronx</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Pechman Law Group PLLC, 488 Madison Ave., 17th Floor, New York, NY 10022, (212) 583-9500</p>	<p>DEFENDANTS</p> <p>NPI Manufacturing LTD d/b/a NPI Manufacturing; Israel Berkowitz</p> <p>County of Residence of First Listed Defendant <u>Nassau</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;">PTF</td> <td style="width:33%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:33%; text-align: center;">PTF</td> <td style="width:33%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT *(Place an "X" in One Box Only)* [Click here for: Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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:
This is an action to recover, inter alia, unpaid minimum and overtime wages and other monies

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 12/22/17 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

CERTIFICATION OF ARBITRATION ELIGIBILITY

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

I, Louis Pechman, counsel for Plaintiff Jeffry Pichardo, 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:

None

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

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

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

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

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

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

BAR ADMISSION

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

Yes No

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

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature:  _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [NPI Manufacturing Boxed in with Wage and Hour Lawsuit](#)
