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

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MARVIN SANTIAGO, LINO ORELLANA,
JASON RODRIGUEZ, and SANDRA
DELGADO, *individually and on behalf of
others similarly situated,*

Plaintiffs,

-against-

CHURCH AVENUE EXPRESS INC. (D/B/A
CHURCH AVENUE CAR SERVICE),
CHURCH AVENUE CAR SERVICE INC.
(D/B/A CHURCH AVENUE CAR SERVICE),
CARLOS BENTANCOURTH, and PAOLO
BETANCOURTH,

Defendants.

-----X

COMPLAINT

**COLLECTIVE ACTION UNDER
29 U.S.C. § 216(b)**

ECF Case

Plaintiffs Marvin Santiago, Lino Orellana, Jason Rodriguez, and Sandra Delgado ,
individually and on behalf of others similarly situated (collectively, “Plaintiffs”), by and through
their attorneys, Michael Faillace & Associates, P.C., upon their knowledge and belief, and as
against Church Avenue Express Inc. (d/b/a Church Avenue Car Service), Church Avenue Car
Service Inc. (d/b/a Church Avenue Car Service), (“Defendant Corporations”), Carlos Bentancourth
and Paolo Betancourth, (“Individual Defendants”), (collectively, “Defendants”), allege as follows:

NATURE OF ACTION

1. Plaintiffs are both current and former employees of Defendants Church Avenue Express Inc. (d/b/a Church Avenue Car Service), Church Avenue Car Service Inc. (d/b/a Church Avenue Car Service), Carlos Bentancourth, and Paolo Betancourth.

2. Defendants own, operate, or control a car service, located at 3411 14th Ave, Brooklyn, NY 11218 under the name “Church Avenue Car Service.”

3. Upon information and belief, individual Defendants Carlos Bentancourth and Paolo Betancourth, serve or served as owners, managers, principals, or agents of Defendant Corporations and, through these corporate entities, operate or operated the Car service as a joint or unified enterprise.

4. Plaintiffs have been employees of Defendants.

5. Plaintiffs have been employed as dispatchers at the Car service located at 3411 14th Avenue, Brooklyn, NY 11218.

6. At all times relevant to this Complaint, Plaintiffs have worked for Defendants in excess of 40 hours per week, without appropriate minimum wage and overtime compensation for the hours that they have worked.

7. Rather, Defendants have failed to pay Plaintiffs appropriately for any hours worked, either at the straight rate of pay or for any additional overtime premium.

8. Defendants’ conduct has extended beyond Plaintiffs to all other similarly situated employees.

9. At all times relevant to this Complaint, Defendants have maintained a policy and practice of requiring Plaintiffs and other employees to work in excess of forty (40) hours per week

without providing the minimum wage and overtime compensation required by federal and state law and regulations.

10. Plaintiffs now bring this action on behalf of themselves, and other similarly situated individuals, for unpaid minimum and overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.* (“FLSA”), and for violations of the N.Y. Labor Law §§ 190 *et seq.* and 650 *et seq.* (the “NYLL”), including applicable liquidated damages, interest, attorneys’ fees and costs.

11. Plaintiffs seek certification of this action as a collective action on behalf of themselves, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal question) and the FLSA, and supplemental jurisdiction over Plaintiffs’ state law claims under 28 U.S.C. § 1367(a).

13. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) because all, or a substantial portion of, the events or omissions giving rise to the claims occurred in this district, Defendants maintain their corporate headquarters and offices within this district, and Defendants operate a car service located in this district. Further, Plaintiffs have been employed by Defendants in this district.

PARTIES

Plaintiffs

14. Plaintiff Marvin Santiago (“Plaintiff Santiago” or “Mr. Santiago”) is an adult individual residing in Queens County, New York. Plaintiff Santiago was employed by Defendants

at Church Avenue Car Service from approximately November 2015 until on or about September 18, 2017.

15. Plaintiff Lino Orellana (“Plaintiff Orellana” or “Mr. Orellana”) is an adult individual residing in Queens County, New York. Plaintiff Orellana was employed by Defendants at Church Avenue Car Service from approximately February 2015 until on or about August 2017.

16. Plaintiff Jason Rodriguez (“Plaintiff Rodriguez” or “Mr. Rodriguez”) is an adult individual residing in Kings County, New York. Plaintiff Rodriguez was employed by Defendants at Church Avenue Car Service from approximately April 2014 until on or about June 2016.

17. Plaintiff Sandra Delgado (“Plaintiff Delgado” or “Ms. Delgado”) is an adult individual residing in Kings County, New York. Plaintiff Delgado has been employed by Defendants at Church Avenue Car Service from approximately April 2016 until the present date.

Defendants

18. At all relevant times, Defendants own, operate, or control a car service, located at 3411 14th Ave, Brooklyn, NY 11218 under the name “Church Avenue Car Service.”

19. Upon information and belief, Church Avenue Express Inc. (d/b/a Church Avenue Car Service) is a domestic corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at 3411 14th Avenue, Brooklyn, NY 11218.

20. Upon information and belief, Church Avenue Car Service Inc. (d/b/a Church Avenue Car Service) is a domestic corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at 3411 14th Avenue, Brooklyn, NY 11218.

21. Defendant Carlos Bentancourth is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant Carlos Bentancourth is sued individually in his capacity as owner, officer and/or agent of Defendant Corporations. Defendant Carlos Bentancourth possesses operational control over Defendant Corporations, an ownership interest in Defendant Corporations, and controls significant functions of Defendant Corporations. He determines the wages and compensation of the employees of Defendants, including Plaintiffs, establishes the schedules of the employees, maintains employee records, and has the authority to hire and fire employees.

22. Defendant Paolo Betancourth is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant Paolo Betancourth is sued individually in his capacity as owner, officer and/or agent of Defendant Corporations. Defendant Paolo Betancourth possesses operational control over Defendant Corporations, an ownership interest in Defendant Corporations, and controls significant functions of Defendant Corporations. He determines the wages and compensation of the employees of Defendants, including Plaintiffs, establishes the schedules of the employees, maintains employee records, and has the authority to hire and fire employees.

FACTUAL ALLEGATIONS

Defendants Constitute Joint Employers

23. Defendants operate a car service located in the Kensington area in Brooklyn.

24. Individual Defendants, Carlos Bentancourth and Paolo Betancourth, possess operational control over Defendant Corporations, possess ownership interests in Defendant Corporations, and control significant functions of Defendant Corporations.

25. Defendants are associated and joint employers, act in the interest of each other with respect to employees, pay employees by the same method, and share control over the employees.

26. Each Defendant possessed substantial control over Plaintiffs' (and other similarly situated employees') working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiffs, and all similarly situated individuals, referred to herein.

27. Defendants jointly employed Plaintiffs (and all similarly situated employees) and are Plaintiffs' (and all similarly situated employees') employers within the meaning of 29 U.S.C. 201 *et seq.* and the NYLL.

28. In the alternative, Defendants constitute a single employer of Plaintiffs and/or similarly situated individuals.

29. Upon information and belief, Individual Defendants Carlos Bentancourth and Paolo Betancourth operate Defendant Corporations as either alter egos of themselves and/or fail to operate Defendant Corporations as entities legally separate and apart from themselves, by among other things:

- a) failing to adhere to the corporate formalities necessary to operate Defendant Corporations as Corporations,
- b) defectively forming or maintaining the corporate entities of Defendant Corporations, by, amongst other things, failing to hold annual meetings or maintaining appropriate corporate records,
- c) transferring assets and debts freely as between all Defendants,
- d) operating Defendant Corporations for their own benefit as the sole or majority shareholders,

- e) operating Defendant Corporations for their own benefit and maintaining control over these corporations as closed Corporations,
- f) intermingling assets and debts of their own with Defendant Corporations,
- g) diminishing and/or transferring assets of Defendant Corporations to avoid full liability as necessary to protect their own interests, and
- h) Other actions evincing a failure to adhere to the corporate form.

30. At all relevant times, Defendants have been Plaintiffs' employers within the meaning of the FLSA and New York Labor Law. Defendants have had the power to hire and fire Plaintiffs, have controlled the terms and conditions of employment, and have determined the rate and method of any compensation in exchange for Plaintiffs' services.

31. In each year from 2014 to the present date, Defendants have, both separately and jointly, had a gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

32. In addition, upon information and belief, Defendants and/or their enterprise have been directly engaged in interstate commerce. As an example, numerous items that are used in the Car service on a daily basis are goods produced outside of the State of New York.

Individual Plaintiffs

33. Plaintiffs are both current and former employees of Defendants who have been employed as dispatchers.

34. Plaintiffs seek to represent a class of similarly situated individuals under 29 U.S.C. 216(b).

Plaintiff Marvin Santiago

35. Plaintiff Santiago was employed by Defendants from approximately November 2015 until on or about September 18, 2017.

36. Defendants employed Plaintiff Santiago as a dispatcher.

37. Plaintiff Santiago regularly handled goods in interstate commerce, such as telephones and other supplies produced outside the State of New York.

38. Plaintiff Santiago's work duties required neither discretion nor independent judgment.

39. Throughout his employment with Defendants, Plaintiff Santiago regularly worked in excess of 40 hours per week.

40. From approximately November 2015 until on or about September 18, 2017, Plaintiff Santiago worked as a dispatcher from approximately 3:00 p.m. until on or about 11:00 p.m. 1 or 2 days a week, from approximately 3:00 p.m. until on or about 11:30 p.m. to 11:45 p.m., 3 or 4 days a week, and from approximately 3:00 p.m. until on or about 7:00 a.m., twice a month (typically 42.25 to 67 hours per week).

41. From approximately November 2015 until on or about November 2016, Defendants paid Plaintiff Santiago his wages in cash.

42. From approximately November 2016 until on or about September 18, 2017, Defendants paid Plaintiff Santiago his wages in a combination of check and cash (4 days by check and the rest in cash).

43. From approximately November 2015 until on or about November 2016, Defendants paid Plaintiff Santiago \$10.00 per regular and overtime hours.

44. From approximately November 2016 until on or about June 2017, Defendants paid Plaintiff Santiago \$12.50 per regular and overtime hours.

45. From approximately July 2017 until on or about September 18, 2017, Defendants paid Plaintiff Santiago \$15.50 per regular and overtime hours.

46. Plaintiff Santiago's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

47. For example, Defendants required Plaintiff Santiago to work an additional 30 to 45 minutes past his scheduled departure time three or four days per week, and did not pay him for the additional time he worked.

48. Defendants never granted Plaintiff Santiago any breaks or meal periods of any kind.

49. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Santiago regarding overtime and wages under the FLSA and NYLL.

50. Prior to November 2016, Defendants did not provide Plaintiff Santiago an accurate statement of wages, as required by NYLL 195(3).

51. In fact, Defendants adjusted Plaintiff Santiago's paystubs so that they reflected inaccurate wages and hours worked.

52. Defendants did not give any notice to Plaintiff Santiago of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

Plaintiff Lino Orellana

53. Plaintiff Orellana was employed by Defendants from approximately February 2015 until on or about August 2017.

54. Defendants employed Plaintiff Orellana as a dispatcher.

55. Plaintiff Orellana regularly handled goods in interstate commerce, such as telephones and other supplies produced outside the State of New York.

56. Plaintiff Orellana's work duties required neither discretion nor independent judgment.

57. Throughout his employment with Defendants, Plaintiff Orellana regularly worked in excess of 40 hours per week.

58. From approximately February 2015 until on or about April 2015, Plaintiff Orellana worked as a dispatcher from approximately 11:00 a.m. until on or about 9:00 p.m. to 10:00 p.m., 6 or 7 days a week (typically 60 to 77 hours per week).

59. From approximately May 2015 until on or about March 2017, Plaintiff Orellana worked as a dispatcher from approximately 3:00 p.m. until on or about 12:00 a.m., 3 days a week, from approximately 3:00 p.m. until on or about 1:00 a.m., 3 days, and from approximately 3:00 p.m. until on or about 11:30 p.m., 1 day once a month (typically 57 to 65.5 hours per week).

60. From approximately March 2017 until on or about July 2017, Plaintiff Orellana worked as a dispatcher from approximately 3:00 p.m. until on or about 1:00 a.m., 5 days a week (typically 50 hours per week).

61. From approximately July 2017 until on or about August 2017, Plaintiff Orellana worked as a dispatcher from approximately 3:00 p.m. until on or about 11:00 p.m., 5 days a week (typically 40 hours per week).

62. From approximately February 2015 until on or about February 2016, Defendants paid Plaintiff Orellana his wages in cash.

63. From approximately February 2016 until on or about August 2017, Defendants paid Plaintiff Orellana his wages in a combination of check and cash (4 days by check and the rest in cash).

64. From approximately February 2015 until on or about February 2016, Defendants paid Plaintiff Orellana a fixed salary of \$120 per shift.

65. From approximately February 2016 until on or about August 2017, Defendants paid Plaintiff Orellana a fixed salary of \$125 per shift.

66. Plaintiff Orellana's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

67. For example, Defendants required Plaintiff Orellana to work an additional 30 minutes to one and a half hours past his scheduled departure time regularly, and did not pay him for the additional time he worked.

68. Defendants never granted Plaintiff Orellana any breaks or meal periods of any kind.

69. Prior to November 2015, Plaintiff Orellana was not required to keep track of his time, nor to his knowledge, did the Defendants utilize any time tracking device such as punch cards, that accurately reflected his actual hours worked.

70. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Orellana regarding overtime and wages under the FLSA and NYLL.

71. Prior to July 2017, Defendants did not provide Plaintiff Orellana an accurate statement of wages, as required by NYLL 195(3).

72. In fact, Defendants adjusted Plaintiff Orellana's paystubs so that they reflected inaccurate wages and hours worked (e.g. they only reflected the hours worked on the 4 days paid by check).

73. Defendants did not give any notice to Plaintiff Orellana, in English and in Spanish (Plaintiff Orellana's primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

Plaintiff Jason Rodriguez

74. Plaintiff Rodriguez was employed by Defendants from approximately April 2014 until on or about June 2016.

75. Defendants employed Plaintiff Rodriguez as a dispatcher.

76. Plaintiff Rodriguez regularly handled goods in interstate commerce, such as telephones and other supplies produced outside the State of New York.

77. Plaintiff Rodriguez's work duties required neither discretion nor independent judgment.

78. Throughout his employment with Defendants, Plaintiff Rodriguez regularly worked in excess of 40 hours per week.

79. From approximately April 2014 until on or about July 2014, Plaintiff Rodriguez worked as a dispatcher from approximately 7:00 a.m. until on or about 4:00 p.m. (and 5:00 p.m. once a month), 6 or 7 days a week (typically 54 to 70 hours per week).

80. From approximately July 2014 until on or about June 2016, Plaintiff Rodriguez worked as a dispatcher from approximately 3:00 p.m. until on or about 11:30 p.m. (or 12:00 a.m. once a month), 6 or 7 days a week and from approximately 3:00 p.m. until on or about 7:00 a.m., 5 or 6 times a month (typically 51 to 67 hours per week).

81. Throughout his employment, Defendants paid Plaintiff Rodriguez his wages in cash.

82. From approximately April 2014 until on or about July 2014, Defendants paid Plaintiff Rodriguez a fixed salary of \$110 per shift.

83. From approximately July 2014 until on or about June 2016, Defendants paid Plaintiff Rodriguez a fixed salary of \$100 per shift.

84. Plaintiff Rodriguez's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

85. For example, Defendants required Plaintiff Rodriguez to work an additional 30 minutes to 1 hour past his scheduled departure time once a month, and did not pay him for the additional time he worked.

86. Defendants never granted Plaintiff Rodriguez any breaks or meal periods of any kind.

87. Defendants had a system that required Plaintiff Rodriguez to log in to in order to work and log out after his shift was done.

88. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Rodriguez regarding overtime and wages under the FLSA and NYLL.

89. Defendants did not provide Plaintiff Rodriguez an accurate statement of wages, as required by NYLL 195(3).

90. However, Defendants required Plaintiff Rodriguez to sign a shift paper, and did not allow him to keep a copy.

91. Defendants did not give any notice to Plaintiff Rodriguez of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

Plaintiff Sandra Delgado

92. Plaintiff Delgado has been employed by Defendants from approximately April 2016 until the present date.

93. Defendants have employed Plaintiff Delgado as a dispatcher.

94. Plaintiff Delgado has regularly handled goods in interstate commerce, such as telephones and other supplies produced outside the State of New York.

95. Plaintiff Delgado's work duties have required neither discretion nor independent judgment.

96. Throughout her employment with Defendants, Plaintiff Delgado has regularly worked in excess of 40 hours per week.

97. From approximately April 2016 until on or about April 2017, Plaintiff Delgado worked as a dispatcher from approximately 7:00 a.m. until on or about 11:30 p.m., 2 days a week and from approximately 3:00 p.m. until on or about 11:00 p.m. (or from approximately 7:00 a.m. until on or about 3:00 p.m.), 4 days a week (typically 65 hours per week).

98. From approximately May 2017 until on or about January 16, 2018, Plaintiff Delgado worked as a dispatcher from approximately 3:00 p.m. until on or about 11:00 p.m., Tuesdays and Wednesdays, from approximately 11:00 p.m. until on or about 7:15 a.m., Fridays, and from approximately 3:00 p.m. until on or about 11:30 p.m., Saturdays and Sundays, and three times per month she would have to work an extra shift of 8 hours (typically 41.25 to 49.25 hours per week).

99. From approximately April 2016 until on or about January 16, 2018, Defendants paid Plaintiff Delgado her wages in cash.

100. From approximately January 17, 2018 until the present date, Defendants have paid Plaintiff Delgado her wages by direct deposit.

101. From approximately April 2016 until on or about November 2017, Defendants paid Plaintiff Delgado \$10 per regular and overtime hours.

102. From approximately November 2017 until on or about January 16, 2018, Defendants paid Plaintiff Delgado \$11 per regular and overtime hours.

103. From approximately January 17, 2018 until the present date, Defendants have paid Plaintiff Delgado \$13 per regular and overtime hours.

104. Plaintiff Delgado's pay has never varied even when she has been required to stay later or work a longer day than her usual schedule.

105. For example, Defendants have required Plaintiff Delgado to work an additional 30 minutes past her scheduled departure time twice a week, and have not paid her for the additional time she has worked.

106. Defendants have never granted Plaintiff Delgado any breaks or meal periods of any kind.

107. Prior to January 2018, Plaintiff Delgado has not been required to keep track of her time, nor to her knowledge, have the Defendants utilized any time tracking device such as punch cards, that accurately reflects her actual hours worked.

108. No notification, either in the form of posted notices or other means, has ever been given to Plaintiff Delgado regarding overtime and wages under the FLSA and NYLL.

109. Defendants have never provided Plaintiff Delgado an accurate statement of wages, as required by NYLL 195(3).

110. Defendants have never given any notice to Plaintiff Delgado, in English and in Spanish (Plaintiff Delgado's primary language), of her rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

Defendants' General Employment Practices

111. At all times relevant to this Complaint, Defendants have maintained a policy and practice of requiring Plaintiffs (and all similarly situated employees) to work in excess of 40 hours

a week without paying them appropriate minimum wage and overtime compensation as required by federal and state laws.

112. Plaintiffs have been victims of Defendants' common policy and practices which violate their rights under the FLSA and New York Labor Law by, *inter alia*, not paying them the wages they have been owed for the hours they have worked.

113. Defendants' pay practices have resulted in Plaintiffs not receiving payment for all their hours worked, and resulting in Plaintiffs' effective rate of pay falling below the required minimum wage rate.

114. Defendants have habitually required Plaintiffs to work additional hours beyond their regular shifts but have not provided them with any additional compensation.

115. Defendants have willfully disregarded and purposefully evaded recordkeeping requirements of the FLSA and NYLL by failing to maintain accurate and complete timesheets and payroll records.

116. Defendants' time keeping system has not reflected the actual hours that Plaintiffs have worked.

117. Plaintiffs have been paid their wages in cash or in a combination of check and cash.

118. Defendants have failed to post at the workplace, or otherwise provide to employees, the required postings or notices to employees regarding the applicable wage and hour requirements of the FLSA and NYLL.

119. Upon information and belief, these practices by Defendants have been done willfully to disguise the actual number of hours Plaintiffs (and similarly situated individuals) have worked, and to avoid paying Plaintiffs properly for their full hours worked.

120. Defendants have engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees compensation by knowingly violating the FLSA and NYLL.

121. Defendants' unlawful conduct is intentional, willful, in bad faith, and has caused significant damages to Plaintiffs and other similarly situated former workers.

122. Defendants have failed to provide Plaintiffs and other employees with accurate wage statements at the time of their payment of wages, 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; deductions; allowances, if any, claimed as part of the minimum wage; net wages; 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, as required by NYLL §195(3).

123. Defendants have failed to provide Plaintiffs and other employees, at the time of hiring and on or before February 1 of each subsequent year, a statement in English and the employees' primary language, 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; 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; and the telephone number of the employer, as required by New York Labor Law §195(1).

FLSA COLLECTIVE ACTION CLAIMS

124. Plaintiffs bring their FLSA minimum wage, overtime compensation, and liquidated damages claims as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of all similarly situated persons (the “FLSA Class members”), i.e., persons who are or were employed by Defendants or any of them, on or after the date that is three years before the filing of the complaint in this case (the “FLSA Class Period”).

125. At all relevant times, Plaintiffs and other members of the FLSA Class have been similarly situated in that they had substantially similar job requirements and pay provisions, and have been subject to Defendants’ common practices, policies, programs, procedures, protocols and plans including willfully failing and refusing to pay them the required minimum wage, overtime pay at a one and one-half their regular rates for work in excess of forty (40) hours per workweek under the FLSA, and willfully failing to keep records required by the FLSA.

126. The claims of Plaintiffs stated herein are similar to those of the other employees.

FIRST CAUSE OF ACTION

VIOLATION OF THE MINIMUM WAGE PROVISIONS OF THE FLSA

127. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

128. At all times relevant to this action, Defendants have been Plaintiffs’ employers within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d). Defendants have had the power to hire and fire Plaintiffs (and the FLSA Class Members), controlled the terms and conditions of their employment, and determined the rate and method of any compensation in exchange for their employment.

129. At all times relevant to this action, Defendants have been engaged in commerce or in an industry or activity affecting commerce.

130. Defendants constitute an enterprise within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203 (r-s).

131. Defendants have failed to pay Plaintiffs (and the FLSA Class members) at the applicable minimum hourly rate, in violation of 29 U.S.C. § 206(a).

132. Defendants' failure to pay Plaintiffs (and the FLSA Class members) at the applicable minimum hourly rate is willful within the meaning of 29 U.S.C. § 255(a).

133. Plaintiffs (and the FLSA Class members) have been damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION

VIOLATION OF THE OVERTIME PROVISIONS OF THE FLSA

134. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

135. Defendants, in violation of 29 U.S.C. § 207(a)(1), have failed to pay Plaintiffs (and the FLSA Class members) overtime compensation at a rate of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a work week.

136. Defendants' failure to pay Plaintiffs (and the FLSA Class members), overtime compensation has been willful within the meaning of 29 U.S.C. § 255(a).

137. Plaintiffs (and the FLSA Class members) have been damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION

VIOLATION OF THE NEW YORK MINIMUM WAGE ACT

138. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

139. At all times relevant to this action, Defendants have been Plaintiffs' employers within the meaning of the N.Y. Lab. Law §§ 2 and 651. Defendants have had the power to hire

and fire Plaintiffs, controlled the terms and conditions of their employment, and determined the rates and methods of any compensation in exchange for their employment.

140. Defendants, in violation of NYLL § 652(1) and the supporting regulations of the New York State Department of Labor, have paid Plaintiffs less than the minimum wage.

141. Defendants' failure to pay Plaintiffs the minimum wage is willful within the meaning of N.Y. Lab. Law § 663.

142. Plaintiffs have been damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

VIOLATION OF THE OVERTIME PROVISIONS

OF THE NEW YORK STATE LABOR LAW

143. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

144. Defendants, in violation of N.Y. Lab. Law § 190 *et seq.*, and supporting regulations of the New York State Department of Labor, have failed to pay Plaintiffs overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a work week.

145. Defendants' failure to pay Plaintiffs overtime compensation is willful within the meaning of N.Y. Lab. Law § 663.

146. Plaintiffs have been damaged in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

VIOLATION OF THE NOTICE AND RECORDKEEPING

REQUIREMENTS OF THE NEW YORK LABOR LAW

147. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

148. Defendants have failed to provide Plaintiffs with a written notice, in English and in Spanish (Plaintiffs' primary language), 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; 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; and the telephone number of the employer, as required by NYLL §195(1).

149. Defendants are liable to each Plaintiff in the amount of \$5,000, together with costs and attorneys' fees.

SIXTH CAUSE OF ACTION

VIOLATION OF THE WAGE STATEMENT PROVISIONS

OF THE NEW YORK LABOR LAW

150. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

151. With each payment of wages, Defendants have failed to provide Plaintiffs with an accurate statement listing each of 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; net wages; 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, as required by NYLL 195(3).

152. Defendants are liable to each Plaintiff in the amount of \$5,000, together with costs and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants by:

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

(b) Declaring that Defendants have violated the minimum wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiffs and the FLSA Class members;

(c) Declaring that Defendants have violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiffs and the FLSA Class members;

(d) Declaring that Defendants have violated the recordkeeping requirements of, and associated rules and regulations under, the FLSA with respect to Plaintiffs' and the FLSA Class members' compensation, hours, wages, and any deductions or credits taken against wages;

(e) Declaring that Defendants' violations of the provisions of the FLSA are willful as to Plaintiffs and the FLSA Class members;

(f) Awarding Plaintiffs and the FLSA Class members damages for the amount of unpaid minimum wage, overtime compensation, and damages for any improper deductions or credits taken against wages under the FLSA as applicable;

(g) Awarding Plaintiffs and the FLSA Class members liquidated damages in an amount equal to 100% of their damages for the amount of unpaid minimum wage and overtime

compensation, and damages for any improper deductions or credits taken against wages under the FLSA as applicable pursuant to 29 U.S.C. § 216(b);

(h) Declaring that Defendants have violated the minimum wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiffs;

(i) Declaring that Defendants have violated the overtime wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiffs;

(j) Declaring that Defendants have violated the notice and recordkeeping requirements of the NYLL with respect to Plaintiffs' compensation, hours, wages and any deductions or credits taken against wages;

(k) Declaring that Defendants' violations of the New York Labor Law are willful as to Plaintiffs;

(l) Awarding Plaintiffs damages for the amount of unpaid minimum wage and overtime compensation, and for any improper deductions or credits taken against wages

(m) Awarding Plaintiffs damages for Defendants' violation of the NYLL notice and recordkeeping provisions, pursuant to NYLL §§198(1-b), 198(1-d);

(n) Awarding Plaintiffs liquidated damages in an amount equal to one hundred percent (100%) of the total amount of minimum wage and overtime compensation shown to be owed pursuant to NYLL § 663 as applicable; and liquidated damages pursuant to NYLL § 198(3);

(o) Awarding Plaintiffs and the FLSA Class members pre-judgment and post-judgment interest as applicable;

(p) Awarding Plaintiffs and the FLSA Class members the expenses incurred in this action, including costs and attorneys' fees;

(q) Providing that if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL § 198(4); and

(r) All such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues triable by a jury.

Dated: New York, New York
March 14, 2018

MICHAEL FAILLACE & ASSOCIATES, P.C.

By: /s/ Michael Faillace
Michael Faillace [MF-8436]
60 East 42nd Street, Suite 4510
New York, New York 10165
Telephone: (212) 317-1200
Facsimile: (212) 317-1620
Attorneys for Plaintiffs

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

March 2, 2018

BY HAND

TO: Clerk of Court,

I hereby consent to join this lawsuit as a party plaintiff.

(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)

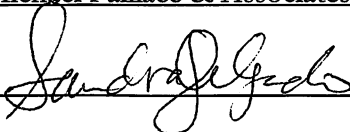
Name / Nombre:

Sandra Delgado

Legal Representative / Abogado:

Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

2 de Marzo 2018

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

February 9, 2018

BY HAND

TO: Clerk of Court,

I hereby consent to join this lawsuit as a party plaintiff.

(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)

Name / Nombre:

Lino Orellana

Legal Representative / Abogado:

Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

09 de febrero de 2018

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

February 22, 2018

BY HAND

TO: Clerk of Court,

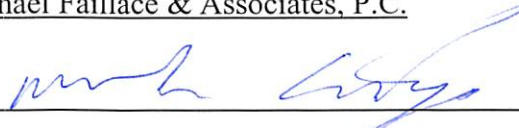
I hereby consent to join this lawsuit as a party plaintiff.

(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)

Name / Nombre: Marvin Santiago

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

22 de febrero 2018

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

March 1, 2018

BY HAND

TO: Clerk of Court,

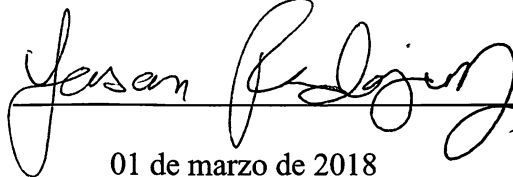
I hereby consent to join this lawsuit as a party plaintiff.

(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)

Name / Nombre: Jason Rodriguez

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

01 de marzo de 2018

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

MARVIN SANTIAGO, LINO ORELLANA, JASON RODRIGUEZ, and SANDRA DELGADO, individually and on behalf of others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Michael A. Faillace, Michael Faillace & Associates, P.C. 60 East 42nd Suite 4510 New York, NY 10165

DEFENDANTS

CHURCH AVENUE EXPRESS INC. (D/B/A CHURCH AVENUE CAR SERVICE) et al.

County of Residence of First Listed Defendant Kings (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, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Plaintiffs seek unpaid overtime wages pursuant to The Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq. Brief description of cause: unpaid overtime wages

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 03/14/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Michael Faillace

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, Michael Faillace, counsel for Plaintiff, 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? N/A

(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/ Michael Faillace

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

MARVIN SANTIAGO, LINO ORELLANA,
JASON RODRIGUEZ, and SANDRA
DELGADO, individually and on behalf of
others similarly situated,

Plaintiff(s)

v.

CHURCH AVENUE EXPRESS INC. (D/B/A
CHURCH AVENUE CAR SERVICE) et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Church Avenue Express Inc.
3411 14th Ave.
Brooklyn, NY 11218

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: Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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

MARVIN SANTIAGO, LINO ORELLANA,
JASON RODRIGUEZ, and SANDRA
DELGADO, individually and on behalf of
others similarly situated,

Plaintiff(s)

v.

CHURCH AVENUE EXPRESS INC. (D/B/A
CHURCH AVENUE CAR SERVICE) et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Church Avenue Car Service Inc.
3411 14th Ave.
Brooklyn, NY 11218

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: Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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

MARVIN SANTIAGO, LINO ORELLANA,
JASON RODRIGUEZ, and SANDRA
DELGADO, individually and on behalf of
others similarly situated,

Plaintiff(s)

v.

CHURCH AVENUE EXPRESS INC. (D/B/A
CHURCH AVENUE CAR SERVICE) et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Carlos Bentancourth
3411 14th Ave.
Brooklyn, NY 11218

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:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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

MARVIN SANTIAGO, LINO ORELLANA,
JASON RODRIGUEZ, and SANDRA
DELGADO, individually and on behalf of
others similarly situated,

Plaintiff(s)

v.

CHURCH AVENUE EXPRESS INC. (D/B/A
CHURCH AVENUE CAR SERVICE) et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Paolo Betancourth
3411 14th Ave.
Brooklyn, NY 11218

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:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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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Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wage and Hour Suit Filed Against Church Avenue Car Service](#)
