

1 Ariadne Panagopoulou (AP - 2202)
2 Pardalis & Nohavicka, LLP
3 3510 Broadway, Suite 201
4 Astoria, NY 11106
5 Telephone: (718) 777-0400
6 Facsimile: (718) 777-0599
7 *Attorneys for the Plaintiff*

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

10 Avtar Singh, *on behalf of himself and others*)
11 *similarly situated,*)

12 *Plaintiff,*)

13 -v-)

14 Adam Builder Corp. d/b/a Adam Construction)
15 Co., Sammy Khan, and Jamshaid Akhter,)
16 *jointly and severally,*)

17 *Defendants.*)

18 **FLSA COLLECTIVE ACTION**
19 **COMPLAINT**

20 **NATURE OF THE ACTION**

21 1. Plaintiff Avtar Singh brings this action under the Fair Labor Standards Act
22 ("FLSA"), 29 U.S.C. §§ 201 *et seq.* in order to remedy Defendants' wrongful withholding of
23 Plaintiff's lawfully earned wages, overtime compensation, and their continuous and frequent
24 late payments. Plaintiff also brings these claims under New York Labor Law ("NYLL"),
25 Article 6, §§ 190 *et seq.*, and Article 19 §§ 650 *et seq.* as well as the supporting New York
26 State Department of Labor Regulations for violations of minimum wages, overtime wages,
27 spread-of-hours pay, late payments of wages, unreimbursed business expenses and failure to
28 provide wage notices and wage statements. Finally, Plaintiff brings a claim for breach of
contract.

SUMMARY

1
2 2. Plaintiff was employed by Defendants, Adam Builder Corp. d/b/a Adam
3 Construction Co., Sammy Khan ("Khan"), and Jamshaid Akhter ("Akhter") from September
4 10, 2016 to September 30, 2017 as a construction worker.

5 3. There was an initial agreement between Plaintiff and Defendants that Plaintiff
6 would be paid \$120.00 per eight-hour shift of work. Despite such an arrangement, Defendants
7 failed to pay Plaintiff this amount as promised.

8 4. Defendants made miscellaneous payments to Plaintiff throughout his
9 employment, which were below minimum wage. Plaintiff would remain unpaid for several
10 months of work and also received checks with insufficient funds for the months of August and
11 September 2017.
12

13 5. Defendants never paid Plaintiff overtime compensation for all hours worked
14 above 40 hours per week, and spread-of-hours compensation during days when his shifts
15 exceeded 10 hours.
16

17 6. Defendants engaged in their unlawful conduct pursuant to a corporate policy of
18 minimizing labor costs and denying employees compensation by knowingly violating the
19 FLSA and NYLL.
20

21 7. As a result of Defendants' actions, Plaintiff has suffered great hardship and
22 damages.
23

24 8. Defendants' conduct extended beyond Plaintiff to many other similarly situated
25 employees who were paid below minimum wage and were not paid at an overtime rate for all
26 the hours they worked above 40 hours per week. Plaintiff seeks certification of his FLSA
27 claims as a collective action on behalf of himself individually and those other similarly situated
28

1 employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

2 **JURISDICTION AND VENUE**

3 **Federal Question Jurisdiction and Supplemental Jurisdiction**

4 9. This Court has original subject matter jurisdiction over this action under 28
5 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,
6 namely, the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* Additionally, this Court also
7 has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367(a).
8

9 **Personal Jurisdiction**

10 10. This Court may properly maintain personal jurisdiction over Defendants under
11 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and
12 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply
13 with traditional notions of fair play and substantial justice.
14

15 **Venue**

16 11. Venue is proper in the Eastern District of New York under 8 U.S.C. §§ 1391 (b)
17 (1) and (2) because Defendants reside and conduct business in this judicial district and because
18 a substantial part of the acts or omissions giving rise to the claims set forth herein occurred in
19 this judicial district.
20

21 **THE PARTIES**

22 **Plaintiff**

23 **Avtar Singh**

24 12. Plaintiff Avtar Singh ("Singh") is an adult individual residing in the state of
25 New York, County of Queens.
26

27 13. Singh is a covered employee within the meaning of the FLSA, 29 U.S.C. §
28 203(e) and the NYLL § 190.

1 14. Singh was employed as a construction worker by Adam Builder Corp. d/b/a
2 Adam Construction Co. owned and operated by Individual Defendants, located at 27 Brighton
3 4th Terrace, Brooklyn, NY 11235.

4 15. Singh was hired by Defendant Khan on September 10, 2016. He was supervised
5 and paid by Defendant Khan at all times during his employment.
6

7 16. Singh worked for Defendants until September 30, 2017.

8 17. Singh would perform his duties, as instructed by Defendant Khan, in various
9 assigned locations in Queens, New York.

10 18. A substantial amount of work was performed in a property located at 86-23
11 123rd St, Jamaica, NY 11418.
12

13 19. Singh regularly handled goods in interstate commerce, such as construction
14 materials and supplies that were imported from outside the State of New York.

15 20. There was an initial verbal agreement between Plaintiff and Defendants that
16 Plaintiff would work six days per week and would be paid \$120.00 per eight-hour shift of
17 work. According to this initial agreement, Plaintiff would work from Saturday to Thursday
18 from 8:00 a.m. to 4:00 p.m.
19

20 21. However, Defendants demanded that Plaintiff stay later each day to finish his
21 assigned work. As a result, Plaintiff would typically work anywhere from nine to eleven hours
22 per day. On occasion, Plaintiff would work even past midnight, though such instances were
23 rare.
24

25 22. Throughout the course of his employment, Plaintiff kept a notebook noting
26 down his hours of work each day he worked for the Defendants and the money received by
27 them. A true and accurate copy of this notebook is annexed hereto as **Exhibit A**.
28

1 23. As an average, Plaintiff worked approximately 60 hours per week, during the
2 course of his employment with Defendants. However, his exact hours of work each week can
3 be determined by a review of his notebook. *See Exhibit A.*

4 24. Other than in his personal notebook, Plaintiff did not track his hours of work in
5 any other manner. Defendants did not maintain a time clock, time sheets or any other manner
6 to keep track of Plaintiff's work or the work of other employees.
7

8 25. Defendants never paid Plaintiff an amount of \$120.00 per eight-hour shift as
9 promised. Instead, Defendants paid Plaintiff miscellaneous amounts throughout his
10 employment.
11

12 26. Specifically, Defendants paid Plaintiff the following amounts: \$2,200 in
13 September 2016; \$1,000 in October 2016; \$1,880 in January 2017; \$1,100 in February 2017;
14 \$700 in March 2017; \$1,300 in April 2017; \$1,800 in May 2017; and \$950 in July 2017.
15

16 27. These payments were recorded by Plaintiff in his notebook, *see Exhibit A.*

17 28. Defendants also provided Plaintiff with two checks of \$900.00 in August 2017
18 and September 2017; however both checks bounced due to insufficient funds. See annexed
19 hereto as **Exhibit B**, bank notifications regarding these checks.

20 29. As a result, Plaintiff incurred additional expenses due to these bounced checks.

21 30. As a result of Defendants' actions, Plaintiff was paid below minimum wage and
22 did not receive any wages during several months of his employment.
23

24 31. Plaintiff never received his wages in a timely manner; instead he only received
25 payments at random intervals following repeated reminders to Defendant Khan that he needed
26 to be paid for his work.

27 32. Plaintiff was never paid overtime for all hours he worked above 40 hours per
28

1 week.

2 33. Plaintiff was never paid spread-of-hours pay for all days in which the interval
3 between the beginning and ending of his shift exceeded 10 hours.

4 34. As a result of non-payment, Singh was forced to quit his employment.

5 35. Ever since his resignation, he repeatedly asked both Defendant Khan, and
6 Defendant Akhter to be paid his wages due as promised but he was never paid the agreed-upon
7 amount.
8

9 36. Singh was not provided with a notice containing the rate and basis of his pay;
10 the designated pay date; and the employer's name, address and telephone number at the time of
11 hiring or at any point thereafter.
12

13 37. Singh was never provided with wage statements detailing, *inter alia*, dates
14 worked, hours worked, money received and the employer's details at any point during the time
15 of his employment with Defendants.
16

17 38. Upon information and belief, while Defendants employed Singh, they failed to
18 post notices explaining the minimum wage rights of employees under the FLSA and NYLL
19 and failed to inform Singh of such rights.

20 39. Throughout the duration of his employment, Singh did not have any supervisory
21 authority nor did he exercise discretion or independent judgment with respect to matters of
22 significance.
23

24 40. Singh consented in writing to be a party to the FLSA claims in this action,
25 pursuant to 29 U.S.C. §216(b).

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

1 overtime wages.

2 **Defendants**

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

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

18 43. In the alternative, Defendants functioned together as a single integrated employer
19 of Plaintiff within the meaning of the FLSA and NYLL.
20

21 **Corporate Defendant**

22 **Adam Builder Corp.**

23 44. Adam Builder Corp. is a domestic corporation formed on March 18, 2015,
24 organized and existing under the laws of the State of New York.

25 45. Adam Builder Corp. owns and operates Adam Construction Co., a construction
26 business, with a principal place of business located at 27 Brighton 4th Terrace, Brooklyn, NY
27 11235.
28

1 46. At all relevant times, Adam Builder Corp. employed numerous full-time
2 employees and was involved in numerous high-scale construction projects in Queens County,
3 New York.

4 47. According to its own profile at manta.com, which is "administered by Sammy
5 Khan", the company makes an annual revenue of between \$500,000 to \$1 million. *See Exhibit*
6 **C.**

7
8 48. At all relevant times, Adam Builder Corp. was a covered employer within the
9 meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.

10 49. At all relevant times, Adam Builder Corp. maintained control, oversight, and
11 direction over the Plaintiff, including scheduling, payroll and other employment practices that
12 applied to him.

13
14 50. At all relevant times, Adam Builder Corp. was "an enterprise engaged in
15 commerce" within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its employees
16 were construction materials imported from out of state, and distributed in New York. In
17 addition, Adam Builder Corp. conducted business with vendors and other businesses outside
18 the state of New York and engaged in credit card transactions involving banks and other
19 institutions outside the state of New York.

20
21 51. Upon information and belief, at all relevant times, Adam Builder Corp.'s annual
22 gross volume of sales made, or business done, was not less than \$500,000.00, exclusive of
23 separate retail excise taxes, within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(a)(ii).

24
25 **Individual Defendants**

26 **Sammy Khan**

27 52. Upon information and belief, at all relevant times, Sammy Khan ("Khan") was a
28

1 principal, authorized operator, manager, shareholder and/or agent of Corporate Defendant.

2 53. At all relevant times throughout Plaintiff's employment, Khan had the
3 discretionary power to create and enforce personnel decisions on behalf of the Corporate
4 Defendant, including but not limited to: hiring and terminating employees; setting and
5 authorizing issuance of wages; maintaining employee records; setting Plaintiff's schedule;
6 negotiating Plaintiff's rate of pay; instructing, supervising and training Plaintiff; and otherwise
7 controlling the terms and conditions for the Plaintiff while he was employed by Defendants.
8

9 54. Khan was the individual who hired Plaintiff, gave him all his assignments, and
10 paid him.

11 55. Khan held out himself to be the Project Manager of Corporate Defendant. *See*
12 **Exhibit D**, business card of Defendant Khan.
13

14 56. At all relevant times throughout Plaintiff's employment, Khan was actively
15 involved in the day-to-day operations of the Corporate Defendant.

16 57. At all relevant times throughout Plaintiff's employment, Khan was a "covered
17 employer" within the meaning of the FLSA and the NYLL, and employed or jointly employed
18 Plaintiff, and is personally liable for the unpaid wages sought herein, pursuant to 29 U.S.C. §
19 203(d) and NYLL § 2.
20

21 **Jamshaid Akhter**

22 58. Upon information and belief, at all relevant times, Jamshaid Akhter ("Akhter")
23 was an owner, principal, authorized operator, manager, shareholder and/or agent of Corporate
24 Defendant.
25

26 59. At all relevant times throughout Plaintiff's employment, Akhter had the
27 discretionary power to create and enforce personnel decisions on behalf of the Corporate
28

1 Defendants, including but not limited to: hiring and terminating employees; setting and
2 authorizing issuance of wages; maintaining employee records; setting employees' schedules;
3 instructing, training and supervising employees; and otherwise controlling the terms and
4 conditions for Corporate Defendant's employees.

5 60. Upon information and belief, Defendant Khan consulted with Akhter before
6 Defendant Khan formally hired Plaintiff and negotiated his wages.
7

8 61. Upon information and belief, Defendant Akhter hired Defendant Khan.
9 Defendant Akhter also exercised full authority over and acquiesced to the unlawful behavior
10 described in this Complaint.
11

12 62. At all relevant times throughout Plaintiff's employment, Akhter was actively
13 involved in the day-to-day operations of the Corporate Defendant, and was in charge of its
14 finances.
15

16 63. At all relevant times throughout Plaintiff's employment, Akhter was a "covered
17 employer" within the meaning of the FLSA and the NYLL, and employed or jointly employed
18 Plaintiff, and is personally liable for the unpaid wages sought herein, pursuant to 29 U.S.C. §
19 203(d) and NYLL § 2.

20 COLLECTIVE ACTION ALLEGATIONS

21 64. Pursuant to 29 U.S.C. §§ 203, 206, 207, and 216(b), Plaintiff brings his First
22 and Second Causes of Action as a collective action under the FLSA on behalf of himself and
23 the following collective:
24

25 All persons employed by Defendants at any time since February 19, 2015,
26 and through the entry of judgment in this case (the "Collective Action
27 Period") who worked as construction workers and other non-exempt
28 employees (the "Collective Action Members").

1 79. Defendants have failed to pay Plaintiff and the Collective Action Members
2 overtime wages at a rate of one and one-half times the regular rate at which they were
3 employed for but under no instance less than one and one-half times the statutory minimum
4 wage for all of the hours that they worked in excess of forty (40) hours per workweek.

5 80. As a result of Defendants' violations of the FLSA, Plaintiff and the Collective
6 Action Members have been deprived of overtime compensation and other wages in amounts to
7 be determined at trial, and are entitled to recovery of such amounts, liquidated damages,
8 attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).
9

10 **THIRD CAUSE OF ACTION**
11 **Fair Labor Standards Act – Late payment of wages**

12 81. Plaintiff realleges and incorporates by reference all allegations in all preceding
13 paragraphs.
14

15 82. The FLSA, 29 U.S.C. § 206(a), the supporting Federal regulations including but
16 not limited to 29 C.F.R. §§ 553.224, 778.106, and 790.21 and its interpreting case law including
17 *Rogers v. City of Troy, N.Y.*, 148 F.3d 52, 55 (2d Cir. 1998) require employers to pay employees
18 their wages promptly.

19 83. In particular, Defendants were required to establish a fixed work period with
20 respect to the payment of Plaintiff and to pay him on the regular pay day for the period in which
21 the workweek ended and, in no event, delay compensation for a period longer than reasonably
22 necessary.
23

24 84. Defendants have violated the FLSA, 29 U.S.C. 206(a) and the supporting federal
25 regulations by consistently and repeatedly failing to pay Plaintiff his wages at the regular pay
26 day as required.
27
28

1 85. Defendants' violation of the FLSA was willful and intentional since Plaintiff had
2 repeatedly addressed the issue of delayed payments to Defendants on multiple occasions.

3 86. Due to Defendants' failure to pay Plaintiff his required compensation for any
4 workweek at the regular pay day, Plaintiff has suffered damages and is entitled to an amount of
5 liquidated damages equal to the amount of the late payments, as well as, attorneys' fees, and
6 costs pursuant to 29 U.S.C. § 216(b).
7

8
9 **FOURTH CAUSE OF ACTION**
10 **New York Labor Law – Minimum Wage**

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

13 88. At all relevant times referenced herein, Plaintiff had been an employee of
14 Defendants, and Defendants have been employers of Plaintiff within the meaning of the NYLL
15 §§ 190, 651 (5), 652, and the supporting New York State Department of Labor Regulations.

16 89. Defendants were required to pay Plaintiff no less than the applicable statutory
17 minimum wage for all hours worked under the NYLL § 652 and the supporting New York
18 State Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.1.

19 90. Defendants either paid Plaintiff below minimum wage, or did not pay Plaintiff
20 at all, for his hours worked, thereby violating the provisions of the act.

21 91. Defendants' failure to pay Plaintiff at least at minimum wage was lacked a good
22 faith basis within the meaning of NYLL § 663.

23 92. Defendants also failed to post conspicuous notices of the Plaintiff's rights under
24 the law, as required by the NYLL § 661 and the New York State Department of Labor
25 Regulations, 12 N.Y.C.R.R. Part 142-2.8, further evincing Defendants' lack of good faith.
26
27
28

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

5 **FIFTH CAUSE OF ACTION**

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

7
8 94. Plaintiff realleges and incorporates by reference all allegations in all preceding
9 paragraphs.

10 95. The overtime wage provisions as set forth in NYLL §§ 190 *et seq.* and the
11 supporting New York State Department of Labor Regulations apply to Defendants and protect
12 Plaintiff.

13
14 96. Defendants have failed to pay Plaintiff at an overtime rate which he was entitled
15 to at a wage rate of one and one-half times his regular rate of pay but under no instance less
16 than one and one-half times the statutory minimum wage as defined by the New York State
17 Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.2.

18
19 97. Through their knowing or intentional failure to pay Plaintiff proper overtime
20 wages for hours worked in excess of forty (40) hours per workweek, Defendants have violated
21 the NYLL §§ 190 *et seq.*, and the supporting New York State Department of Labor
22 Regulations.

23
24 98. Defendants' failure to pay Plaintiff overtime compensation lacked a good faith
25 basis within the meaning of NYLL § 663.

26 99. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
27 Defendants their unpaid overtime wages, liquidated damages as provided for by the NYLL,
28

1 reasonable attorneys' fees and costs of the action, pre-judgment and post-judgment interest,
2 pursuant to NYLL § 198 (1-a).

3 **SIXTH CAUSE OF ACTION**

4 **New York Labor Law – Spread-of-Hours Pay**

5 64. Plaintiff realleges and incorporates by reference all allegations in all preceding
6 paragraphs.
7

8 65. The spread-of-hours provisions as set forth in NYLL §§ 190 *et seq.* and the
9 supporting New York State Department of Labor Regulations apply to Defendants and protect
10 Plaintiff.

11 66. Defendants have failed to pay Plaintiff spread-of-hours compensation of one
12 hour's pay at the basic minimum hourly wage rate for each day during which the interval
13 between the beginning and end of Plaintiff's shift exceeded ten (10) hours, as defined by the
14 New York State Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.4.
15

16 67. Through their knowing or intentional failure to pay Plaintiff spread-of-hours
17 compensation, Defendants have willfully violated the NYLL §§ 190 *et seq.*, and the supporting
18 New York State Department of Labor Regulations.
19

20 68. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
21 Defendants his unpaid spread-of-hours pay, liquidated damages as provided for by the NYLL,
22 reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to
23 NYLL § 198 (1-a).
24
25
26
27
28

SEVENTH CAUSE OF ACTION

New York Labor Law- Late Payments and Unpaid Straight Wages

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

5 101. Throughout his employment period, Defendants were required to pay Plaintiff
6 not less frequently than semi-monthly, on regular pay days designated in advance by
7 Defendants pursuant to NYLL § 191(1)(d).
8

9 102. Defendants have violated NYLL § 191(1)(d) by consistently and repeatedly
10 failing to pay Plaintiff at regular semi-monthly intervals.

11 103. Defendants have further violated NYLL § 191(3) which requires employers to
12 pay an employee's wages not later than the regular pay day after termination of employment has
13 occurred.
14

15 104. Defendants' violation of the NYLL was willful and intentional since Plaintiff had
16 repeatedly addressed the issue of delayed payments to Defendants on multiple occasions.
17

18 105. To date, Plaintiff is still owed considerable sums of money from Defendants.

19 106. Due to Defendants' failure to pay Plaintiff his required compensation at the
20 agreed upon weekly date, Plaintiff has suffered damages and is entitled to an amount of all
21 unpaid wages due, liquidated damages equal to the amount of the unpaid wages, liquidated
22 damages amounting to all of Defendants' late payments, pre-judgment and post-judgment
23 interest, attorneys' fees, and costs pursuant to NYLL § 198(1-a).
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EIGHTH CAUSE OF ACTION

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

107. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

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

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

NINTH CAUSE OF ACTION

New York Labor Law– Failure to Provide Wage Statements

110. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

111. Defendants have failed to provide Plaintiff with wage statements listing, *inter alia*, his regular rate of pay; basis of pay; and overtime rate of pay, in violation NYLL § 195 (3).

112. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per workday that the

1 violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL §
2 198 (1-d).

3 **TENTH CAUSE OF ACTION**

4 **New York Labor Law – Unreimbursed Business Expenses**

5 113. Plaintiff realleges and incorporates by reference the allegations made in all
6 preceding paragraphs as if fully set forth herein.

7 114. Defendants provided Plaintiff with two \$900.00 paychecks without having
8 sufficient funds in their bank account. As a result, the checks bounced, and Plaintiff had to incur
9 a fee through his bank. Defendants failed to reimburse Plaintiff for the bounced check fees.

10 115. Accordingly, Defendants are required to compensate Plaintiff for all business
11 expenses that Defendants required Plaintiff to incur without reimbursement.

12 116. Defendants' practices were also unlawful pursuant to NYLL § 198-b, since it
13 caused his wages to be further reduced below the minimum wage.

14 117. Due to Defendants' NYLL violations, Plaintiff is entitled to recover damages
15 from Defendants in the amount of Defendants' unreimbursed business expenses for which
16 Plaintiff incurred, plus liquidated damages, damages for unreasonably delayed payment of
17 wages, interest, reasonable attorneys' fees and costs and disbursements of the action pursuant to
18 NYLL § 663(1) et seq. and § 196-d.
19
20
21
22

23 **ELEVENTH CAUSE OF ACTION**

24 **New York State Common Law - Breach of contract**

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

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

4 D. Liquidated damages equal to the amount of all late payments received by
5 Plaintiff, pursuant to 29 U.S.C. § 216(b) and 29 C.F.R. § 790.21;

6 E. Unpaid minimum and overtime wages, and spread-of-hours pay under NYLL,
7 and an additional and equal amount as liquidated damages pursuant to NYLL § 198(1-a) and §
8 663(1);

9 F. Unpaid straight wages for the time period of September 10, 2016 to September
10 30, 2017, and an additional and equal amount as liquidated damages pursuant to NYLL §
11 198(1-a);

12 G. Liquidated damages equal to the amount of all late payments received by
13 Plaintiff, pursuant to NYLL § 198 (1-a);

14 H. An award of damages arising out of unreimbursed business expenses, and an
15 additional and equal amount as liquidated damages pursuant to NYLL §198(1-a);

16 I. Civil penalties of One Thousand One Hundred Dollars (\$1,100) for each of
17 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);

18 J. An award of statutory damages for Defendants' failure to provide Plaintiff with
19 a wage notice at the time of hiring pursuant to NYLL § 198 (1-b);

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

22 L. Compensatory damages due to Defendants' breach of contract in an amount to
23 be determined at trial;

1 M. A permanent injunction requiring Defendants to pay all statutorily required
2 wages pursuant to the FLSA and NYLL;

3 N. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b), are not awarded,
4 an award of prejudgment interest pursuant to 28 U.S.C. § 1961;

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

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

9 Q. An award of attorney's fees, costs, and further expenses up to fifty dollars,
10 pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

11 R. Such other relief as this Court shall deem just and proper.
12
13
14

15 Dated: New York, New York
16 February 19, 2018
17

18 Respectfully submitted,
19 **PARDALIS & NOHAVICKA, LLP**

20 By: /s/Ariadne Panagopoulou
21 Ariadne Panagopoulou (AP-2202)
22 *Attorneys for the Plaintiff*
23 35-10 Broadway, Suite 201
24 Astoria, New York 11106
25 Tel: 718.777.0400 | Fax: 718.777.0599
26 Email: ari@pnlawyers.com
27
28

NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

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

Dated: 1/30/2018

Avtar Singh
Signature

Avtar Singh
Print

119 St. 13 101 Avenue
South Richmond Hill, NY 11419
Address

929 278 7447
Telephone

SEP 2016

		M	E	OT	OT - 17 hrs
10.9.16	P	800	1700	1	<u>18 days</u>
11	P	800	1730	1 1/2	
12	P	800	1700	1	
13	P	800	1700	1	
14	P	800	1700	1	
15	P	800	1700	1	
16	-	-	-		
17	P	800	1700	1	600
18	P	800	1700	1	1600
19	P	800	1700	1	<u>CASH = 2200</u>
20	P	800	1600		
21	P	800	1600		
22	P	800	1700	1	
23	-	-	-		
24	P	800	1700	1	
25	P	800	1730	1 1/2	
26	P	800	1700	1	
27	P	800	1700	1	
28	P	800	1700	1	
29	P	800	1700	1	
30	-	-	-		

6 hrs
 JS

NOV 2016

OT - 137 hrs

OT									
1	01 Nov	P	8w	17w-1	26	P	8w	8w	N = 4 hrs
1	2	P	8w	17w-1	27	P	8w	1130	N 7 1/2
1 1/2	3	P	8w	17w-1	28	P	8w	10w	N 6
1 1/2	4	-	-	-	29	P	7w	12w	N 9
2	5	P	8w	17w-1	30	P	8w	12w	N 4
1	6	P	8w	17w-1					
-	7	P	8w	1730 1/2					
1	8	P	8w	17w	1				
1	9	P	8w	17w	1				
1 1/2	10	P	8w	12w	Night	= 08 hrs			
1	11	P	8w	8w	N	= 04 hrs			
2	12	P	8w	17w		1 hrs			
LAR 1	13	P	8w	12w	N	= 08 hrs			
-	14	P	8w	8w	N	= 04 hrs			
1 1/2	15	P	8w	12w	N	= 08 hrs			
1	16	P	8w	8w	N	= 04 hrs			
1	17	P	8w	10w	N	= 06 hrs			
1	18	P	8w	8w	N	= 04 hrs			
1	19	P	8w	10w	N	= 06 hrs			
1	20	P	8w	2w	N	= 18 hrs			
1	21	P	8w	7w	N	3 hrs			
1	22	P	9w	3w	N	= 10 hrs			
1	23	P	8w	12w	N	= 08 hrs			
1	24	P	8w	11w	N	= 07 hrs			
1	25	P	8w	11w	N	= 07 hrs			

DEC 2016

64 hrs
OT - ~~12~~ hrs

		Morning	Night					
1 Dec 2016	P	8w	1.30	26	P	8w	17w	1 09 1/2
2	P	9w	4.30	27	P	8w	18w	2 19 1/2
3	-	-	-	28	P	8w	18w	2 10
4	P	8.20	4.30	29	P	8w	19w	3 10 12
5	P	8.30	1.30	30	-	-		09
6	P	8w	6-00	31	P	8w	17w	1 2
7	P	8-w	6-w	2				
8	P	8-w	6-w	2				
9	-	-	-					
10	P	8-w	17w	1				8w
11	P	8w	18w	2				8w
12	P	8w	17w	1				8w
13	P	8w	18w	2				
14	P	8w	17w	1				
15	P	8w	18w	2				
16	-	-	-					
17	P	8w	19w	3				
18	P	8w	18w	2				
19	P	8w	18w	2				
20	P	8w	17w	1				
21	P	8w	18w	2				
22	P	8w	18w	2				
23	-	-	-					
24	P	8w	19w	3				
25	P	8w	18w	2				

OT - 42 hrs

JAN 2017

hrs
ms

	01 JAN	P	8w	18w	26	P	8w	17w	1	2
	2	P	8w	17w	27	-	-	-		1
	3	P	8w	18w	28	P	8w	17w	1	2
12	4	P	8w	18w	29	P	8w	17w	1	2
	5	P	8w	18w	30	P	8w	17w	1	2
	6	-	-	-	31	P	8w	17w	1	-
	7	P	8w	18w						2
	8	P	8w	18w						2
	9	P	8w	18w						2
	10	P	8w	18w						2
	11	P	8w	18w						2
	12	P	8w	18w					800 - CH	2
	13	-	-	-					1080 - CH	-
	14	P	8w	18w					<u>1880</u>	2
	15	P	8w	18w						2
	16	P	8w	18w						2
	17	P	8w	18w						2
	18	P	8w	18w						2
	19	P	8w	17w						1
	20	-	-	-						-
	21	P	8w	17w						1
	22	P	8w	17w						1
	23	P	8w	17w						1
	24	P	8w	17w						1
	25	P	8w	17w						1

Feb 2017

OT-584

01 Feb	P	8w	17w	26	8w	18w	P	2	1	c
2	P	8w	17w	27	8w	19w	P	3	1	
3	P	8w	18w	28	8w	18w	P	2	2	
4	P	8w	19w	29	8w	18w	P		3	
5	P	8w	19w	30	8w	18w	P		3	
6	P	8w	19w						3	
7	P	8w	19w						3	
8	P	8w	19w						3	
9	P	8w	18w						2	
10	-	-	-						-	
11	P	8w	18w						2	
12	P	8w	17w						1	
13	P	8w	18w					1100 DOLLAR	2	
14	P	8w	19w						3	
15	P	8w	18w						2	
16	P	8w	19w						3	
17	-	-	-						-	
18	P	8w	19w						3	
19	P	8w	18w						2	
20	P	8w	19w						3	
21	P	8w	18w						2	
22	P	8w	19w						3	
23	P	8w	18w						2	
24	-	-	-						-	
25	P	8w	18w						2	

MAR 2017

OT-45h

01 MAR	P	8w	17w	26	P	8w	18w	2	1
2	P	8w	18w	27	P	8w	18w	2	2
3	-	-	-	28	P	8w	18w	2	-
4	P	8w	18w	29	P	8w	18w	2	2
5	P	8w	18w	30	P	8w	18w	2	2
6	P	8w	18w	31	-	-			2
7	P	8w	18w						2
8	P	8w	19w						3
9	P	8w	19w						3
10	-	-	-						-
11	P	8w	17w				CHQ = 700 DOLLAR		1
12	P	8w	17w						1
13	P	8w	17w						1
14	P	8w	17w						1
15	P	8w	17w						1
16	P	8w	17w						1
17	-	-	-						-
18	P	8w	17w						1
19	P	8w	17w						1
20	P	8w	18w						2
21	P	8w	18w						2
22	P	8w	18w						2
23	P	8w	18w						2
24	-	-	-						-
25	P	8w	18w						2

km

MAY 2017

OT - 52 $\frac{1}{2}$
 - 13 $\frac{1}{2}$

total 65 $\frac{1}{2}$
 3

2	01 MAY	P	800	1900	26	-	-	-		
2	2	P	800	1900	27	P	800	1800	2	3
2 $\frac{1}{2}$	3	P	800	1900	28	P	800	1830	2 $\frac{1}{2}$	3
2 $\frac{1}{2}$	4	P	800	1800	29	P	800	1900	3	2
3	5	-	-	-	30	P	800	1900	3	
2	6	P	800	1800	31	P	800	1900	3	2
	7	P	800	1830						2 $\frac{1}{2}$
3	8	P	800	1800						2
2	9	P	800	1730						1 $\frac{1}{2}$
2	10	P	800	1830						2 $\frac{1}{2}$
2	11	P	800	1900				CHQ = 900		3
2	12	-	-	-				CHQ = 900		-
1 $\frac{1}{2}$	13	P	800	1800				Total 1800		2
	14	P	800	1800						2
2	15	P	800	1830						2 $\frac{1}{2}$
2	16	P	800	1830						2 $\frac{1}{2}$
3	17	P	800	1700						1
3	18	P	800	1800						2
3	19	-	-	-						0
3	20	P	800	1900						3
-	21	P	800	1930						3 $\frac{1}{2}$
3	22	P	800	1930						3 $\frac{1}{2}$
4	23	P	800	1830						2 $\frac{1}{2}$
1	24	P	800	1800						2
1 $\frac{1}{2}$	25	P	800	1730						1 $\frac{1}{2}$

JUN 2017

OT - 60 hrs

Date		M	E		M	E		
01 JUN	P	800	1900	26	P	-	-	3
2	P	800	1900	27	P	800	1800	2
3	P	800	1900	28	P	800	1830	2½
4	P	800	1900	29	P	800	1830	2½
5	-	-	-	30	P	800	1830	2½
6	P	800	1830					2½
7	P	800	1830					2½
8	P	800	1830					2½
9	P	800	1900					3
10	P	800	1900					3
11	P	800	1900					3
12	-	-	-					-
13	P	800	1900					3
14	P	800	1900					3
15	P	800	1830					2½
16	P	800	1800					2
17	P	800	1900					3
18	P	800	1900					3
19	-	-	-					-
20	P	800	1830					2½
21	P	800	1830					2½
22	P	800	1830					2½
23	P	800	1830					2½
24	P	800	1830					2½
25	P	800	1830					2½

10 hrs

JUL 2017

OT - 70 hrs
 $\frac{15}{85 \text{ hrs}}$

3	01 JUL	P	8w	19w	26	P	8w	19w	3	3
3	2	P	8w	19w	27	P	8w	19w	3	3
3	3	P	8w	19w	28	-	-	-		3
3	4	P	8w	19w	29	P	8w	19w	3	3
-	5	P	8w	1830	30	P	8w	19w	3	2 1/2
2 1/2	6	P	8w	19w	31	P	8w	19w	3	3
2 1/2	7	P	8w	1930						3 1/2
2 1/2	8	P	8w	19w						3
3	9	P	8w	19w						3
3	10	P	8w	18w						2
3	11	P	8w	18w						2
-	12	P	8w	1830						2 1/2
3	13	P	8w	1830					950 DOLLAR	2 1/2
3	14	-	-	-						2
2 1/2	15	P	8w	18w						2
2	16	P	8w	19w						3
3	17	P	8w	19w						3 1/2
3	18	P	8w	1930						3 1/2
-	19	P	8w	1930						3 1/2
2 1/2	20	P	8w	20w						4 1/2
2 1/2	21	P	8w	1930						3 1/2
2 1/2	22	P	8w	1930						3 1/2
2 1/2	23	P	8w	19w						3
2 1/2	24	P	8w	19w						3
2 1/2	25	P	8w	19w						3

AUG 2017

OT - 56 $\frac{1}{2}$
 $\frac{15}{2}$
71 $\frac{1}{2}$

01 AUG	P	8w	1930	26	P	8w	1830	2 $\frac{1}{2}$	3 $\frac{1}{2}$	01
2	P	8w	19w	27	P	8w	1830	2 $\frac{1}{2}$	3	2
3	P	8w	19w	28	P	8w	1830	2 $\frac{1}{2}$	3	3
4	-	-	-	29	P	8w	1830	2 $\frac{1}{2}$	3	4
5	P	8w	1930	30	P	8w	1830	2 $\frac{1}{2}$	3 $\frac{1}{2}$	5
6	P	8w	1930	31	P	8w	1830	2 $\frac{1}{2}$	3 $\frac{1}{2}$	6
7	P	8w	19w						3	7
8	P	8w	19w						3	8
9	P	8w	18w						2	9
10	P	8w	1830						2 $\frac{1}{2}$	1
11	-	-	-						2 $\frac{1}{2}$	1
12	P	8w	1830						2 $\frac{1}{2}$	
13	P	8w	18w						2	
14	P	8w	18w						2	
15	P	8w	18w						2	
16	P	8w	18w						2	
17	P	8w	18w						2	
18	-	-	-						2 $\frac{1}{2}$	
19	P	8w	1830						2	
20	P	8w	18w						2	
21	P	8w	18w						2	
22	P	8w	18w						2	
23	P	8w	18w						2	
24	P	8w	18w						2	
25	-	-	-							

SEP 2017

OT - 35hrs

1/2	01 Sep	-	-	-	26	P	8w	16w	
	2	-	-	-	27	P	8w	16w	
	3	P	8w	20w	28	P	8w	16w	4
1/2	4	-	-	-	29	-	-	-	
1/2	5	P	8w	19w	30	P	8w	16w	3
1 1/2	6	P	8w	19w					3
3	7	P	8w	19w					3
3	8	-	-	-					
2	9	P	8w	1930					3 1/2
1 1/2	10	P	8w	18w					2
2 1/2	11	P	8w	1830					2 1/2
1 1/2	12	P	8w	1830					2 1/2
2	13	P	8w	1830					2 1/2
2	14	P	8w	18w					2
2	15	-	-	-					1
2	16	P	8w	17w					1 1/2
2	17	P	8w	1730					1 1/2
1 1/2	18	P	8w	1730					1
-	19	P	8w	17w					1
-	20	P	8w	17w					1
-	21	P	8w	17w					
-	22	-	-	-					
-	23	P	8w	16w					
2	24	P	8w	16w					
	25	P	8w	16w					

Total Hrs = 784 = OT

Total day = 335



We are charging your accounts for items returned unpaid and applicable fees. Please see details listed below.

PO Box 841002, Boston MA 02284
1-877-768-2265

REASON	SEQ #	ITEM AMOUNT
NSF - NOT SUFFICIENT FUNDS	1141783995	\$900.00

Date: Sep 12, 2017
Advice 000219

AVTAR SINGH
9572 115TH ST
S RICHMOND HL NY 11419-1126

1 Item(s) charged totaling \$900.00
1 Return item fee(s) totaling \$10.00

065000090
09/12/2017
1141783995

This is a LEGAL COPY of your check. You can use it the same way you would use the original check

RETURN REASON -A
NSF - NOT SUFFICIENT FUNDS

1141783995
[211475039] 09/08/2017

NSF - NOT SUFFICIENT FUNDS

ADAM BUILDER CORP		1159
DATE 9/11/17		6-7824
PAY TO THE ORDER OF CWA	\$900.00	
NINE HUNDRED DOLLARS AND 00/100		DOLLARS = 0
Capital One Bank		
FOR Capital One, NA 86-23: pay sta		
⑆001159⑆ ⑆0214079⑆2⑆752 81 69443⑆		

⑆001159⑆ 4⑆0214079⑆2⑆

7528169443⑆⑆000090000⑆

1150

ADAM BUILDER CORP

PAY TO THE ORDER OF ASTAR SIMBY DATE 8/20/17

NINE HUNDRED DOLLARS AND 00/100 \$ 900.00

Capital One Bank
Capital One, N.A.
FOR 813 ST - GAR

[Signature]

#001150# @0224079121:752 81 69443#



AVTAR SINGH

Account number:2313726913711728316

Mini-statement

A list of recent transactions on your account

BALANCE SUMMARY

Type	Amount (\$)
Available	685.23
Ledger	685.23

POSTED ACTIVITY

Date	Details	Deposit (\$)	Withdrawal (\$)	Balance (\$)
09/21/2017	ATM DEPOSIT D681 Richmond	86.00		1,151.23
09/20/2017	CASH WITHDRAWAL SANTANDER		-700.00	1,065.23
09/20/2017	BEST BUY 0 FLUSHING /NY US		-100.00	1,765.23
09/18/2017	CASH WITHDRAWAL SANTANDER		-20.00	1,865.23
09/18/2017	BRANCH TRANSACTION AT	700.00		1,885.23
09/15/2017	ATM DEPOSIT D681 Richmond	400.00		1,185.23
09/12/2017	RETURN DEPOSITED ITEM FEE		-10.00	785.23
09/12/2017	RETURN DEPOSITED ITEM NSF -		300.00	795.23
09/11/2017	CASH WITHDRAWAL SANTANDER		-60.00	1,695.23
09/11/2017	CASH WITHDRAWAL SANTANDER		-40.00	1,755.23



AVTAR SINGH

Account number:2313726913711728316

Mini-statement

A list of recent transactions on your account

BALANCE SUMMARY

Type	Amount (\$)
Available	685.23
Ledger	685.23

POSTED ACTIVITY

Date	Details	Deposit (\$)	Withdrawal (\$)	Balance (\$)
08/24/2017	ATM DEPOSIT D508 Bronx /NY	60.00		819.78
08/23/2017	RETURN DEPOSITED ITEM FEE		-10.00	759.78
08/23/2017	RETURN DEPOSITED ITEM NSF -		-900.00	769.78
08/23/2017	CASH WITHDRAWAL SANTANDER		-800.00	1,669.78
08/21/2017	ATM CHECK DEPOSIT D508 463	500.00		2,469.78
08/16/2017	CASH WITHDRAWAL SANTANDER		-20.00	1,569.78
08/16/2017	ATM CHECK DEPOSIT D509 112	900.00		1,589.78
08/14/2017	ATM DEPOSIT D508 Bronx /NY	140.00		689.78
08/04/2017	BRANCH TRANSACTION AT THE		-1,000.00	549.78
08/04/2017	ATM DEPOSIT D508 Bronx /NY	150.00		1,549.78



What You Need to Know about Overdrafts and Overdraft Fees

Overview

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have **standard overdraft practices** that come with your account.
2. We also offer an **overdraft protection plan** which allows you to link other accounts, such as a savings account or an Overdraft Line of Credit, to cover overdrafts in your checking account. This plan may be less expensive than our standard overdraft practices. To learn more, ask us about this plan.

This notice explains our **standard overdraft practices**.

What are the standard overdraft practices that come with my account?

We **do** authorize and pay overdrafts for the following types of transactions:

- ▷ Checks and other transactions made using your checking account number
- ▷ Automatic bill payments
- ▷ Recurring debit card transactions
- ▷ Online Banking payments and transfers

We **do not** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ▷ ATM transactions
- ▷ One-time Debit Card purchases

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Santander pays an overdraft?

Under our standard overdraft practices:

- ▷ We will charge you a fee of up to **\$35** each time we pay an overdraft. There is a limit of 6 fees per day we can charge you for overdrawing your account.
- ▷ An additional one-time fee of **\$35** will be charged on the 6th business day after your account has been overdrawn for 5 consecutive business days. This charge applies to checking, savings and money market savings accounts. See your Personal Deposit Account Fee Schedule for details.

What if I want Santander to authorize and pay overdrafts on my ATM and one-time debit card transactions?

If you want us to authorize and pay overdrafts on ATM and one-time debit card transactions, **you can call us at 877-768-2265 or visit your nearest branch.**

Can I change my mind later?

If you tell us that we are permitted to pay any overdrafts caused by ATM or one-time debit transactions, you can always change your mind and tell us you no longer want us to do this. **You can visit any branch or call us at 877-768-2265 to tell us you no longer want us to pay these types of overdrafts.**



Adam Builders Construction CO

Brooklyn, New York

Adam Builders Construction CO

We are a privately held company in Brooklyn, NY proudly doing business for 8 years.

Featured Content



- 8 Things Your Marketing Pro Wants You to Know About SEO
- Facebook Lingo: 6 Basic Terms & What They Mean
- Facebook Ads: 19 Ways to Get More Sales with Social Media Marketing

Contact

Adam Builders Construction CO

[View Contact Info](#)

Jamshaid Akhter, Owner

Owner

You May Also Like



Hassle Free Home Insurance - No Brokers, Killer Prices

New Yorkers, Get Your Stuff Covered Hassle Free With Lemonade Insurance Today!

lemonade.com



Nynex Construction Inc

Brooklyn, NY

[Website](#) [Directions](#) [Call](#)



Rexha Construction Corporation

Brooklyn, NY

[Website](#) [Directions](#) [Call](#)

Add your company here



Keystone Contracting

Brooklyn, NY

[Website](#) [Directions](#) [Call](#)



J&H Construction of NY LLC

Brooklyn, NY

[Website](#) [Directions](#) [Call](#)



Modern Construction

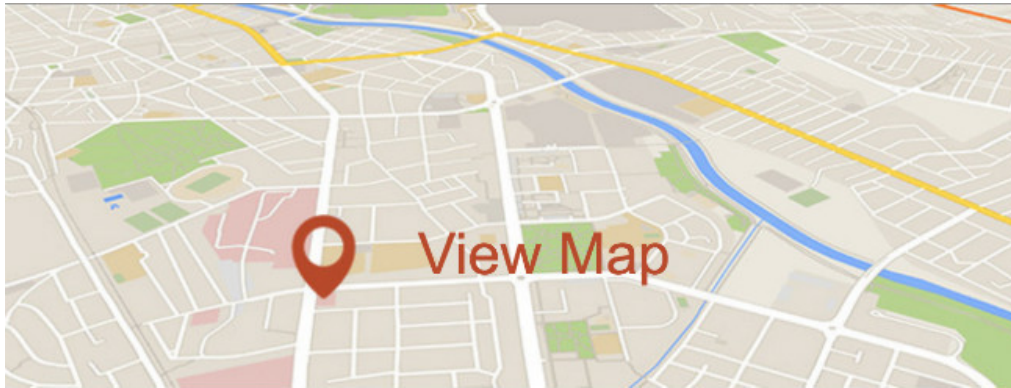
Brooklyn, NY

[Website](#) [Directions](#) [Call](#)

Directions

Adam Builders Construction CO

[View Contact Info](#)



Recommendations

Had a good experience with us?

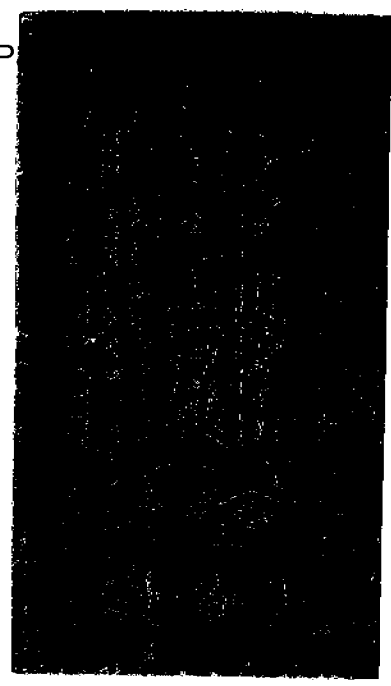
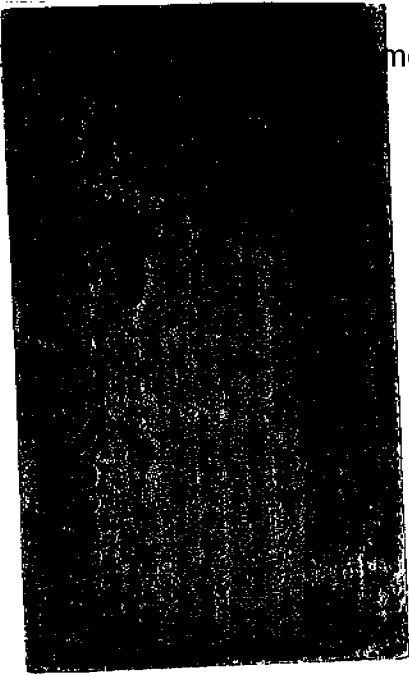
Leaving your recommendation can really go a long way to help us grow, even if your recommendation falls under the category of constructive criticism.

Add Your Recommendation

Detailed Information

Location Type	Unknown
Year Established	2010
Annual Revenue Estimate	\$500,000 to \$1 million
SIC Code	1521, General Contractors-Single-Family Houses
Business Categories	Home Builders in Brooklyn, NY

This page is administered by Sammy Khan



JS 44 (Rev. 01/29/2018)

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

Avtar Singh, on behalf of himself and others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Pardalis & Nohavicka LLP 950 Third Ave, 25th Floor, New York, NY 10022 Tel: 718-777-0400

DEFENDANTS

Adam Builder Corp. d/b/a Adam Construction Co., Sammy Khan, and Jamshaid Akhter, jointly and severally,

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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 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)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES. Includes various legal categories like Personal Injury, Labor, and Property Rights.

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:

Minimum wage and overtime wage violations

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 200,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 02/19/2018

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of attorney

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, Ariadne Panagopoulou, Esq., 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? 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: Ariadne

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Avtar Singh, on behalf of himself and others similarly situated

Plaintiff(s)

v.

Adam Builder Corp. d/b/a Adam Construction Co., Sammy Khan, and Jamshaid Akhter, jointly and severally

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Adam Builder Corp. d/b/a Adam Construction Co., Sammy Khan, and Jamshaid Akhter 27 Brighton 4th Terr Brooklyn, New York 11235

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: Ariadne Panagopoulou, Esq. Pardalis & Nohavicka LLP 950 Third Avenue 25th Floor New York NY 10022

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

DOUGLAS C. PALMER CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Construction Worker Claims Employers Owe Him 'Several Months' of Unpaid Wages](#)
