

Helen F. Dalton & Associates, P.C.
Roman Avshalumov (RA 5508)
69-12 Austin Street
Forest Hills, NY 11375
Telephone: 718-263-9591

CLERK
U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
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2018 APR 27 A 11: 03

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

-----X
EFRAIN TAPIA, individually and on behalf of all others similarly
situated,

Plaintiff,

**COLLECTIVE ACTION
COMPLAINT**

-against-

JURY TRIAL
DEMANDED

GLAZE DONUTS CORPORATION, GLAZE ARTISAN
DONUTS LLC, GLAZE WEST CALDWELL LLC, and JULE
HAZOU, as an individual,

Defendants.
-----X

1. Plaintiff, **EFRAIN TAPIA, individually and on behalf of all others similarly situated**, (hereinafter referred to as "Plaintiff"), by his attorneys at Helen F. Dalton & Associates, P.C., alleges, upon personal knowledge as to himself and upon information and belief as to other matters, as follows:

PRELIMINARY STATEMENT

2. Plaintiff, **EFRAIN TAPIA, individually and on behalf of all others similarly situated**, through undersigned counsel, brings this action against **GLAZE DONUTS CORPORATION, GLAZE ARTISAN DONUTS LLC, GLAZE WEST CALDWELL LLC, and JULE HAZOU, as an individual**, (hereinafter referred to as "Defendants"), to recover damages for egregious violations of state and federal wage and hour laws arising out of Plaintiffs' employment at GLAZE DONUTS CORPORATION, GLAZE ARTISAN DONUTS LLC, and GLAZE WEST CALDWELL LLC, located at 358 River Road, New Milford, New Jersey 07646, 554 Passaic Avenue, West Caldwell, New Jersey 07006, and 67 East Ridgewood Avenue, Paramus, New Jersey 07652.

3. As a result of the violations of Fair Labor Standards Act (“FLSA”), New Jersey Wage and Hour Law (“NJWHL”), and New Jersey Wage Payment Law (“NJWPL”) delineated below, Plaintiff seeks compensatory damages and liquidated damages in an amount exceeding \$100,000.00. Plaintiff also seeks interest, attorneys’ fees, costs, and all other legal and equitable remedies this Court deems appropriate.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over Plaintiffs’ federal claims pursuant to the FLSA, 29 U.S.C. §216 and 28 U.S.C. §1331.
5. This Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. §1367.
6. Venue is proper in the District of New Jersey pursuant to 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this district.
7. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§2201 & 2202.

THE PARTIES

8. Plaintiff EFRAIN TAPIA residing at 225 Eagle Avenue, New Milford, New Jersey 07646, was employed by Defendants at GLAZE DONUTS CORPORATION, GLAZE ARTISAN DONUTS LLC, and GLAZE WEST CALDWELL LLC from in or around October 2014 until in or around June 2016 and from in or around June 2017 until in or around November 2017.
9. Upon information and belief, Defendant, GLAZE DONUTS CORPORATION, is a corporation organized under the laws of New Jersey with a principal executive office at 358 River Road, New Milford, New Jersey 07646.
10. Upon information and belief, Defendant, GLAZE DONUTS CORPORATION, is a corporation authorized to do business under the laws of New Jersey.
11. Upon information and belief, Defendant, GLAZE ARTISAN DONUTS LLC, is a limited liability company organized under the laws of New Jersey with a principal executive office at 358 River Road, New Milford, New Jersey 07646.

12. Upon information and belief, Defendant, GLAZE ARTISAN DONUTS LLC, is a limited liability company authorized to do business under the laws of New Jersey.
13. Upon information and belief, Defendant, GLAZE WEST CALDWELL LLC, is a limited liability company organized under the laws of New Jersey with a principal executive office at 554 Passaic Avenue, West Caldwell, New Jersey 07006.
14. Upon information and belief, Defendant, GLAZE WEST CALDWELL LLC, is a limited liability company authorized to do business under the laws of New Jersey.
15. Upon information and belief, Defendant JULE HAZOU owns and/or operates GLAZE DONUTS CORPORATION.
16. Upon information and belief, Defendant JULE HAZOU is the Chairman of the Board of GLAZE DONUTS CORPORATION.
17. Upon information and belief, Defendant JULE HAZOU is the Chief Executive Officer of GLAZE DONUTS CORPORATION.
18. Upon information and belief, Defendant JULE HAZOU is an agent of GLAZE DONUTS CORPORATION.
19. Upon information and belief, Defendant JULE HAZOU has power over personnel decisions at GLAZE DONUTS CORPORATION.
20. Upon information and belief, Defendant JULE HAZOU has power over payroll decisions at GLAZE DONUTS CORPORATION.
21. Defendant JULE HAZOU has the power to hire and fire employees at GLAZE DONUTS CORPORATION, establish and pay their wages, set their work schedule, and maintains their employment records.
22. Upon information and belief, Defendant JULE HAZOU owns and/or operates GLAZE ARTISAN DONUTS LLC.
23. Upon information and belief, Defendant JULE HAZOU is the Chairman of the Board of GLAZE ARTISAN DONUTS LLC.
24. Upon information and belief, Defendant JULE HAZOU is the Chief Executive Officer of GLAZE ARTISAN DONUTS LLC.
25. Upon information and belief, Defendant JULE HAZOU is an agent of GLAZE ARTISAN DONUTS LLC.

26. Upon information and belief, Defendant JULE HAZOU has power over personnel decisions at GLAZE ARTISAN DONUTS LLC.
27. Upon information and belief, Defendant JULE HAZOU has power over payroll decisions at GLAZE ARTISAN DONUTS LLC.
28. Defendant JULE HAZOU has the power to hire and fire employees at GLAZE ARTISAN DONUTS LLC., establish and pay their wages, set their work schedule, and maintains their employment records.
29. Upon information and belief, Defendant JULE HAZOU owns and/or operates GLAZE WEST CALDWELL LLC.
30. Upon information and belief, Defendant JULE HAZOU is the Chairman of the Board of GLAZE WEST CALDWELL LLC.
31. Upon information and belief, Defendant JULE HAZOU is the Chief Executive Officer of GLAZE WEST CALDWELL LLC.
32. Upon information and belief, Defendant JULE HAZOU is an agent of GLAZE WEST CALDWELL LLC.
33. Upon information and belief, Defendant JULE HAZOU has power over personnel decisions at GLAZE WEST CALDWELL LLC.
34. Upon information and belief, Defendant JULE HAZOU has power over payroll decisions at GLAZE WEST CALDWELL LLC.
35. Defendant JULE HAZOU has the power to hire and fire employees at GLAZE WEST CALDWELL LLC., establish and pay their wages, set their work schedule, and maintains their employment records.
36. During all relevant times herein, Defendant JULE HAZOU was Plaintiff's employer within the meaning of the FLSA, NJWHL and NJWPL.
37. On information and belief, GLAZE DONUTS CORPORATION is, at present and has been at all times relevant to the allegation in the complaint, an enterprise engaged in interstate commerce within the meaning of the FLSA in that the entity (i) has had employees engaged in commerce or in the production of goods for commerce, and handle, sell or otherwise work on goods or material that have been moved in or produced for commerce by any person; and (ii) has had an annual gross volume of sales of not less than \$500,000.00.

38. On information and belief, GLAZE ARTISAN DONUTS LLC is, at present and has been at all times relevant to the allegation in the complaint, an enterprise engaged in interstate commerce within the meaning of the FLSA in that the entity (i) has had employees engaged in commerce or in the production of goods for commerce, and handle, sell or otherwise work on goods or material that have been moved in or produced for commerce by any person: and (ii) has had an annual gross volume of sales of not less than \$500,000.00.
39. On information and belief, GLAZE WEST CALDWELL LLC is, at present and has been at all times relevant to the allegation in the complaint, an enterprise engaged in interstate commerce within the meaning of the FLSA in that the entity (i) has had employees engaged in commerce or in the production of goods for commerce, and handle, sell or otherwise work on goods or material that have been moved in or produced for commerce by any person: and (ii) has had an annual gross volume of sales of not less than \$500,000.00.

FACTUAL ALLEGATIONS

40. Plaintiff EFRAIN TAPIA was employed by Defendants at GLAZE DONUTS CORPORATION, GLAZE ARTISAN DONUTS LLC, and GLAZE WEST CALDWELL LLC, from in or around October 2014 until in or around June 2016 and from in or around June 2017 until in or around November 2017.
41. During Plaintiff EFRAIN TAPIA'S employment by Defendants, Plaintiff's primary duties were as a baker, doughnut maker and cleaner, and performing other miscellaneous duties from in or around October 2014 until in or around June 2016 and from in or around June 2017 until in or around November 2017.
42. Plaintiff EFRAIN TAPIA was paid by Defendants approximately \$600.00 per week from in our around April 2017 until in or around October 2017.
43. Plaintiff EFRAIN TAPIA worked six (6) to seven (7) days per week during his employment by Defendants.
44. Plaintiff EFRAIN TAPIA regularly worked approximately ten (10) hours per day during his employment by Defendants.

45. As such, Plaintiff EFRAIN TAPIA worked approximately sixty (60) to seventy (70) hours per week for Defendants from in or around October 2014 until in or around June 2016 and from in or around June 2017 until in or around November 2017.
46. Although Plaintiff EFRAIN TAPIA worked approximately sixty (60) to seventy (70) hours or more per week during his employment by Defendants from in or around October 2014 until in or around June 2016 and from in or around June 2017 until in or around November 2017, Defendants did not pay Plaintiff time and a half (1.5) for hours worked over forty (40), a blatant violation of the overtime provisions contained in the FLSA and NYLL.
47. Furthermore, Defendants failed to pay Plaintiff EFRAIN TAPIA for his last two weeks of work.
48. As a result of these violations of Federal and New York State labor laws, Plaintiff seeks compensatory damages and liquidated damages in an amount exceeding \$100,000.00. Plaintiff also seeks interest, attorneys' fees, costs, and all other legal and equitable remedies this Court deems appropriate.

COLLECTIVE ACTION ALLEGATIONS

49. Plaintiff bring this action on behalf of himself and other employees similarly situated as authorized under the FLSA, 29 U.S.C. § 216(b). The employees similarly situated are the collective class.
50. Collective Class: All persons who are or have been employed by the Defendants as doughnut makers, bakers, and cleaners, or other similarly titled personnel with substantially similar job requirements and pay provisions, who were performing the same sort of functions for Defendants at 358 River Road, New Milford, New Jersey 07646, 554 Passaic Avenue, West Caldwell, New Jersey 07006, and 67 East Ridgewood Avenue, Paramus, New Jersey 07652, other than the executive and management positions, who have been subject to Defendants' common practices, policies, programs, procedures, protocols and plans including willfully failing and refusing to pay required minimum and overtime wage compensation.
51. Upon information and belief, Defendants employed approximately 40 employees within the relevant time period who were subjected to similar payment structures.

52. Upon information and belief, Defendants suffered and permitted Plaintiff and the Collective Class to work more than forty hours per week without appropriate overtime compensation.
53. Defendants' unlawful conduct has been widespread, repeated, and consistent.
54. Upon information and belief, Defendants had knowledge that Plaintiff and the Collective Class performed work requiring overtime pay.
55. Defendants' conduct as set forth in this Complaint, was willful and in bad faith, and has caused significant damages to Plaintiff and the Collective Class.
56. Defendants are liable under the FLSA for failing to properly compensate Plaintiff and the Collective Class, and as such, notice should be sent to the Collective Class. There are numerous similarly situated current and former employees of Defendants who have been denied overtime pay in violation of the FLSA and NJWHL, who would benefit from the issuance of a Court-supervised notice of the present lawsuit, and the opportunity to join the present lawsuit. Those similarly situated employees are known to Defendants and are readily identifiable through Defendants' records.
57. The questions of law and fact common to the putative class predominate over any questions affecting only individual members.
58. The claims of Plaintiff are typical of the claims of the putative class.
59. Plaintiff and his counsel will fairly and adequately protect the interests of the putative class.
60. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy.

FIRST CAUSE OF ACTION

Overtime Wages Under The Fair Labor Standards Act

61. Plaintiff re-alleges and incorporates by reference all allegations in all preceding paragraphs.
62. Plaintiff has consented in writing to be a party to this action, pursuant to 29 U.S.C. §216(b).

63. At all times relevant to this action, Plaintiff was engaged in commerce or the production of goods for commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).
64. At all times relevant to this action, Defendants were employers engaged in commerce or the production of goods for commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).
65. Defendants willfully failed to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week at a wage rate of one and a half (1.5) times the regular wage, to which Plaintiff was entitled under 29 U.S.C. §§206(a) in violation of 29 U.S.C. §207(a)(1).
66. Defendants' violations of the FLSA as described in this Complaint have been willful and intentional. Defendants have not made a good effort to comply with the FLSA with respect to the compensation of the Plaintiff.
67. Due to Defendants' FLSA violations, Plaintiff is entitled to recover from Defendants, jointly and severally, his unpaid wages and an equal amount in the form of liquidated damages, as well as reasonable attorneys fees and costs of the action, including interest, pursuant to the FLSA, specifically 29 U.S.C. §216(b).

SECOND CAUSE OF ACTION

Overtime Wages Under New Jersey Wage and Hour Law

68. Plaintiff re-alleges and incorporates by reference all allegations in all preceding paragraphs.
69. NJWHL § 34:11-56a *et seq.* requires employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for any hours worked exceeding forty in a workweek.
70. As described above, Defendants are employers within the meaning of the NJWHL, while Plaintiff and any FLSA Plaintiff who opts-in to this action, are employees within the meaning of the NJWHL.
71. Also as described above, Plaintiff and any FLSA Plaintiff who opts-in to this action, worked in excess of forty hours each week, yet the Defendants failed to compensate them in accordance with the NJWHL's overtime provisions.

72. Plaintiff, and any FLSA Plaintiff, who opts-in to this action, is entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their regular rate of pay.
73. Plaintiff, and any FLSA Plaintiff who opts-in to this action, is also entitled to liquidated damages, interest, attorneys' fees, and their costs and disbursements in this action for Defendants' violations of the NJWHL's overtime provisions.

THIRD CAUSE OF ACTION

Unpaid Wages Under New Jersey Wage Payment Law

74. Plaintiff re-alleges and incorporates by reference all allegations in all preceding paragraphs.
75. NJWPL § 34:11-4.2 *et seq.* requires employers to pay the full amount of wages due to employees at least twice during each calendar month, on regular pay days that are designated in advance by the employer.
76. As described above, Defendants are employers within the meaning of the NJWPL, while Plaintiff and any FLSA Plaintiff who opts-in to this action, are employees within the meaning of the NJWPL.
77. Also as described above, Plaintiff and any FLSA Plaintiff who opts-in to this action, were not paid the full amount of wages due to them each pay period by Defendants.
78. Plaintiff, and any FLSA Plaintiff, who opts-in to this action, is entitled to full payment for all wages due to them that were not paid.
79. Plaintiff, and any FLSA Plaintiff who opts-in to this action, is also entitled to liquidated damages, interest, attorneys' fees, and their costs and disbursements in this action for Defendants' violations of the NJWPL's wage payment provisions.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully request that judgment be granted:

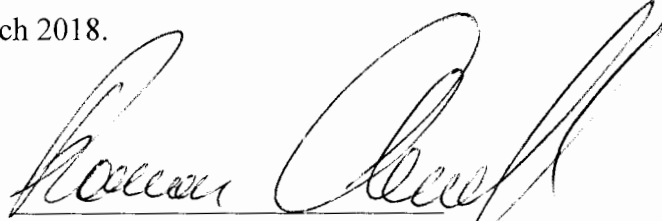
- a. Declaring Defendants' conduct complained herein to be in violation of the Plaintiffs' rights under the FLSA, the NJWHL, and the NJWPL, and their regulations;
- b. Awarding Plaintiff unpaid overtime wages;

- c. Awarding Plaintiff unpaid wages;
- d. Awarding Plaintiff liquidated damages pursuant to 29 U.S.C. §216, NJWHL, and NJWPL;
- e. Awarding Plaintiff prejudgment and post-judgment interest;
- f. Awarding Plaintiff the costs of this action together with reasonable attorneys' fees; and
- g. Awarding such and further relief as this court deems necessary and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by the complaint.

Dated: This 30th day of March 2018.

A handwritten signature in black ink, appearing to read 'Roman Avshalumov', is written over a horizontal line.

Roman Avshalumov, Esq. (RA 5508)
Helen F. Dalton & Associates, PC
69-12 Austin Street
Forest Hills, NY 11375
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JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Efrain Tapia, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff BERGEN

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Helen F. Dalton & Associates, P.C.

69-12 Austin Street, Forest Hills, New York 11375

(T): 718-263-9591

DEFENDANTS

GLAZE DONUTS CORPORATION, GLAZE ARTISAN DONUTS LLC, GLAZE WEST CALDWELL LLC, and JULE HAZOU, as an individual

County of Residence of First Listed Defendant U.S. DISTRICT COURT NEW JERSEY

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

Attorneys (If Known)

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

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

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

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Tort Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input checked="" type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
FLSABrief 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 \$
100,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE
3/30/18

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Three Glaze Donuts Locations Named in NJ Wage and Hour Lawsuit](#)
