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FILED  
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U.S. DISTRICT COURT E.D.N.Y.

★ DEC 19 2017 ★

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

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
CESAR TELLO VARGAS and LEANDRO RIVERA,  
individually and on behalf of all others similarly situated,

Plaintiff,

COLLECTIVE ACTION  
COMPLAINT

-against-

JURY TRIAL  
DEMANDED

BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN  
KITCHEN & BAR and STEVE MENEXAS and DANIEL  
STEINBERGER, as individuals,

Defendants.

CV 17 - 7385

CHEN, J.

BULSARA, M.J.

-----X

1. Plaintiffs, **CESAR TELLO VARGAS and LEANDRO RIVERA, individually and on behalf of all others similarly situated**, (hereinafter referred to as "Plaintiffs"), 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. Plaintiffs, **CESAR TELLO VARGAS and LEANDRO RIVERA, individually and on behalf of all others similarly situated**, through undersigned counsel, bring this action against **BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR and STEVE MENEXAS and DANIEL STEINBERGER, as individuals**, (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 BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR, located at 210-35 26th Avenue, Bayside, New York 11360.

3. As a result of the violations of Federal and New York State labor laws delineated below, Plaintiffs seek compensatory damages and liquidated damages in an amount exceeding \$100,000.00. Plaintiffs also seek 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 EASTERN District of New York 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 CESAR TELLO VARGAS residing at 35-63 89<sup>th</sup> Street, Jackson Heights, New York 11372, was employed by Defendants at BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR from in or around April 2017 until in or around July 2017.
9. Plaintiff LEANDRO RIVERA residing at 37-14 94<sup>th</sup> Street, Jackson Heights, New York 11372, was employed by Defendants at BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR from in or around November 2016 until in or around July 2017.
10. Upon information and belief, Defendant, BAY TERRACE PLAZA LLC., is a corporation organized under the laws of New York with a principal executive office 210-35 26th Avenue, Bayside, New York 11360.
11. Upon information and belief, Defendant, BAY TERRACE PLAZA LLC. is a corporation authorized to do business under the laws of New York.

12. Upon information and belief, Defendant STEVE MENEXAS owns and/or operates BAY TERRACE PLAZA LLC.
13. Upon information and belief, Defendant STEVE MENEXAS is the Chairman of the Board of BAY TERRACE PLAZA LLC.
14. Upon information and belief, Defendant STEVE MENEXAS is the Chief Executive Officer of BAY TERRACE PLAZA LLC.
15. Upon information and belief, Defendant STEVE MENEXAS is an agent of BAY TERRACE PLAZA LLC.
16. Upon information and belief, Defendant STEVE MENEXAS has power over personnel decisions at BAY TERRACE PLAZA LLC.
17. Upon information and belief, Defendant STEVE MENEXAS has power over payroll decisions at BAY TERRACE PLAZA LLC.
18. Defendant STEVE MENEXAS has the power to hire and fire employees at BAY TERRACE PLAZA LLC., establish and pay their wages, set their work schedule, and maintains their employment records.
19. Upon information and belief, Defendant DANIEL STEINBERGER owns and/or operates BAY TERRACE PLAZA LLC.
20. Upon information and belief, Defendant DANIEL STEINBERGER is the Chairman of the Board of BAY TERRACE PLAZA LLC.
21. Upon information and belief, Defendant DANIEL STEINBERGER is the Chief Executive Officer of BAY TERRACE PLAZA LLC.
22. Upon information and belief, Defendant DANIEL STEINBERGER is an agent of BAY TERRACE PLAZA LLC.
23. Upon information and belief, Defendant DANIEL STEINBERGER has power over personnel decisions at BAY TERRACE PLAZA LLC.
24. Upon information and belief, Defendant DANIEL STEINBERGER has power over payroll decisions at BAY TERRACE PLAZA LLC.
25. Defendant DANIEL STEINBERGER has the power to hire and fire employees at BAY TERRACE PLAZA LLC., establish and pay their wages, set their work schedule, and maintains their employment records.

26. Upon information and belief, Defendant, BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR is a corporation organized under the laws of New York with a principal executive office 210-35 26th Avenue, Bayside, New York 11360.
27. Upon information and belief, Defendant, BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR is a corporation authorized to do business under the laws of New York.
28. During all relevant times herein, Defendant STEVE MENEXAS was Plaintiffs' employer within the meaning of the FLSA and NYLL.
29. During all relevant times herein, Defendant DANIEL STEINBERGER was Plaintiffs' employer within the meaning of the FLSA and NYLL.
30. On information and belief, BAY TERRACE PLAZA 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**

31. Plaintiff CESAR TELLO VARGAS was employed by Defendants at BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR from in or around April 2017 until in or around July 2017.
32. During Plaintiff CESAR TELLO VARGAS'S employment by Defendants at BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR, Plaintiff's primary duties were as a food runner, expeditor, busser, and cleaner, and performing other miscellaneous duties from in or around April 2017 until in or around July 2017.
33. Plaintiff CESAR TELLO VARGAS was paid by Defendants approximately \$7.50 per hour plus tips from in or around April 2017 until in or around July 2017.

34. Plaintiff CESAR TELLO VARGAS has worked approximately fifty-four (54) to sixty-one (61) hours or more per week for Defendants from in or around April 2017 until in or around July 2017.
35. Although Plaintiff CESAR TELLO VARGAS worked approximately fifty-four (54) to sixty-one (61) hours per week from in or around April 2017 until in or around July 2017, during his employment with Defendants, 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.
36. Furthermore, Plaintiff CESAR TELLO VARGAS was only compensated for, on average, 30 hours per week from in or around April 2017 until in or around July 2017.
37. Plaintiff CESAR TELLO VARGAS did not receive his regular hourly rate for approximately 10 hours per week from in or around April 2017 until in or around July 2017.
38. Plaintiff CESAR TELLO VARGAS was required to perform multiple hours of work each shift without being punched in on the Defendants' time clock system.
39. Plaintiff LEANDRO RIVERA was employed by Defendants at BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR from in or around November 2016 until in or around July 2017.
40. During Plaintiff LEANDRO RIVERA'S employment by Defendants at BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR, Plaintiff's primary duties were as a food runner, expediter, busser, and cleaner, and performing other miscellaneous duties from in or around November 2016 until in or around July 2017.
41. Plaintiff LEANDRO RIVERA was paid by Defendants approximately \$7.50 per hour plus tips from in or around November 2016 until in or around July 2017.
42. Plaintiff LEANDRO RIVERA has worked approximately fifty (50) to fifty-seven (57) hours or more per week for Defendants from in or around November 2016 until in or around July 2017.
43. Although Plaintiff LEANDRO RIVERA worked approximately fifty (50) to fifty-seven (57) hours per week from in or around November 2016 until in or around July

2017, during his employment with Defendants, 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.

44. Furthermore, Plaintiff LEANDRO RIVERA was only compensated for, on average, 30 hours per week from in or around November 2016 until in or around July 2017.
45. Plaintiff LEANDRO RIVERA did not receive his regular hourly rate for approximately 10 hours per week from in or around November 2016 until in or around July 2017.
46. Plaintiff LEANDRO RIVERA was required to perform multiple hours of work each shift without being punched in on the Defendants' time clock system.
47. Upon information and belief, Defendants willfully failed to post notices of the minimum wage and overtime wage requirements in a conspicuous place at the location of their employment as required by both the NYLL and the FLSA.
48. Upon information and belief, Defendants willfully failed to keep accurate payroll records as required by both NYLL and the FLSA.
49. As a result of these violations of Federal and New York State labor laws, Plaintiffs seek 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**

50. Plaintiffs 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.
51. Collective Class: All persons who are or have been employed by the Defendants as food expeditors, food runners, bussers, cleaners, or other similarly titled personnel with substantially similar job requirements and pay provisions, who were performing the same sort of functions for Defendants, 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 overtime wage compensation.

52. Upon information and belief, Defendants employed between 20 and 30 employees within the past three years subjected to similar payment structures.
53. Upon information and belief, Defendants suffered and permitted Plaintiffs and the Collective Class to work more than forty hours per week without appropriate overtime compensation.
54. Defendants' unlawful conduct has been widespread, repeated, and consistent.
55. Upon information and belief, Defendant had knowledge that Plaintiffs and the Collective Class performed work requiring overtime pay.
56. 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.
57. Defendants are liable under the FLSA for failing to properly compensate Plaintiffs 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 NYLL, 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.
58. The questions of law and fact common to the putative class predominate over any questions affecting only individual members.
59. The claims of Plaintiffs are typical of the claims of the putative class.
60. Plaintiffs and their counsel will fairly and adequately protect the interests of the putative class.
61. 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**

62. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
63. Plaintiffs have consented in writing to be a party to this action, pursuant to 29 U.S.C. §216(b).

64. At all times relevant to this action, Plaintiffs were engaged in commerce or the production of goods for commerce within the meaning of 29 U.S.C. §§206(a) and 207(a).
65. 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).
66. Defendants willfully failed to pay Plaintiffs 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).
67. 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 Plaintiffs.
68. Due to Defendants' FLSA violations, Plaintiffs are 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 York Labor Law**

69. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
70. At all times relevant to this action, Plaintiffs were employed by Defendants within the meaning of New York Labor Law §§2 and 651.
71. Defendants failed to pay Plaintiffs overtime wages for hours worked in excess of forty hours per week at a wage rate of one and a half (1.5) times the regular wage to which Plaintiff was entitled under New York Labor Law §652, in violation of 12 N.Y.C.R.R. 137-1.3.
72. Due to Defendants' New York Labor Law violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, his unpaid overtime wages and an amount equal to his unpaid overtime wages in the form of liquidated damages, as well as



reasonable attorneys' fees and costs of the action, including interest in accordance with NY Labor Law §198(1-a).

### **THIRD CAUSE OF ACTION**

#### **Unpaid Wages Under The Fair Labor Standards Act**

73. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
74. Defendants willfully failed to pay Plaintiffs' wages for hours worked in violation of 29 U.S.C. §206(a).
75. 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 compensating the Plaintiffs.
76. Due to Defendants' FLSA violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their 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).

### **FOURTH CAUSE OF ACTION**

#### **Unpaid Wages Under The New York Labor Law**

77. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
78. At all times relevant to this action, Plaintiffs were employed by Defendants within the meaning of New York Labor Law §§2 and 651.
79. Defendants failed to pay Plaintiffs' wages for hours worked in violation of New York Labor Law Article 6.
80. Due to Defendants' New York Labor Law violations, Plaintiffs are entitled to recover from Defendants, jointly and severally, their unpaid wages and an amount equal to their unpaid wages in the form of liquidated damages, as well as reasonable attorney's fees and costs of the action, including interest in accordance with NY Labor Law §198 (1-a).

**THIRD CAUSE OF ACTION**

**Violation of the Notice and Recordkeeping Requirements of the New York Labor Law**

81. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
82. Defendants failed to provide Plaintiffs with a written notice, in English and in Spanish (Plaintiffs' primary language), of their rate of pay, regular pay day, and such other information as required by NYLL §195(1).
83. Defendants are liable to each Plaintiff in the amount of \$5,000.00 each, together with costs and attorneys' fees.

**FOURTH CAUSE OF ACTION**

**Violation of the Wage Statement Requirements of the New York Labor Law**

84. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.
85. Defendants failed to provide Plaintiffs with wage statements upon each payment of wages, as required by NYLL §195(3)
86. Defendants are liable to each Plaintiff in the amount of \$5,000.00 each, together with costs and attorneys' fees.

**PRAYER FOR RELIEF**

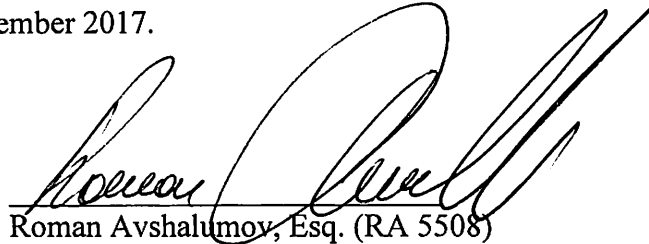
**Wherefore**, Plaintiffs respectfully request that judgment be granted:

- a. Declaring Defendants' conduct complained herein to be in violation of the Plaintiffs' rights under the FLSA, the New York Labor Law, and its regulations;
- b. Awarding Plaintiffs unpaid overtime wages and unpaid wages;
- c. Awarding Plaintiffs liquidated damages pursuant to 29 U.S.C. §216 and New York Labor Law §§198(1-a), 663(1);
- d. Awarding Plaintiffs prejudgment and post-judgment interest;
- e. Awarding Plaintiffs the costs of this action together with reasonable attorneys' fees; and
- f. 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, Plaintiffs demand a trial by jury on all questions of fact raised by the complaint.

Dated: This 13<sup>th</sup> day of December 2017.

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

Roman Avshalumov, Esq. (RA 5508)  
Helen F. Dalton & Associates, PC  
69-12 Austin Street  
Forest Hills, NY 11375  
Telephone: 718-263-9591  
Fax: 718-263-9598

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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CESAR TELLO VARGAS and LEANDRO RIVERA, individually and on behalf of all others  
similarly situated,

Plaintiff,

-against-

BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR, BAY TERRACE  
PLAZA LLC., and STEVE MENEXAS and DANIEL STEINBERGER, as individuals,

Defendants.

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SUMMONS & CLASS ACTION COMPLAINT

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HELEN F. DALTON & ASSOCIATES, P.C.  
Attorneys for Plaintiffs  
69-12 Austin Street  
Forest Hills, NY 11375  
Phone (718) 263-9591  
Fax (718) 263-9598

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**TO:**  
**BAY TERRACE PLAZA LLC D/B/A ALLORA ITALIAN KITCHEN & BAR**  
**210-35 26<sup>th</sup> AVENUE**  
**BAYSIDE, NEW YORK 11360**

**STEVE MENEXAS**  
**210-35 26<sup>th</sup> AVENUE**  
**BAYSIDE, NEW YORK 11360**

**DANIEL STEINBERGER**  
**210-35 26<sup>th</sup> AVENUE**  
**BAYSIDE, NEW YORK 11360**

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

CESAR TELLO VARGAS and LEANDRO RIVERA, individually and on behalf of all others similarly situated

CHEN, J.

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

BULSARA, M.J.

(c) Attorneys (Firm Name, Address, City, State, Telephone Number) Helen F. Dalton & Associates, P.C. 69-12 Austin Street Forest Hills, NY 11375 (718) 263-9591

DEFENDANTS

BAY TERRACE PLAZA LLC d/b/a ALLORA ITALIAN KITCHEN & BAR, and STEVE MENEXAS and DANIEL STEINBERGER, as individuals

County of Residence of First Listed Defendant QUEENS (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.

FILED IN CLERK'S OFFICE U.S. DISTRICT COURT E.D.N.Y. DEC 19 2017

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 District

BROOKLYN OFFICE

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Fair Labor Standards Act
Brief description of cause: Compensation for 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: PURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 12/13/17

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Handwritten receipt number: 46531227664

**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, \_\_\_\_\_, counsel for \_\_\_\_\_, 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 of 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? \_\_\_\_\_

(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

Attorney Bar Code: RA5508

I certify the accuracy of all information provided above.

Signature:  \_\_\_\_\_

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Allora Italian Kitchen & Bar Employees File Suit Claiming Unpaid Wages](#)

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