

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SAMUEL & STEIN

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Attorneys for Plaintiff, Individually
and on behalf of all others similarly
situated

Cristhian Vega, on behalf of
himself and all other persons
similarly situated,

Plaintiff,

- vs. -

K & C Interior Construction
Corp., Kevin Doe, and John
Does #1-10,

Defendants.

DOCKET NO. 18-CV-182

COMPLAINT

Plaintiff Cristhian Vega, by and through his undersigned attorneys, for his complaint against defendants K & C Interior Construction Corp., Kevin Doe, and John Does #1-10, alleges as follows, on behalf of himself and on behalf of all other persons similarly situated:

NATURE OF THE ACTION

1. Plaintiff Cristhian Vega alleges on behalf of himself and on behalf of other similarly situated current and former employees of defendants K & C Interior

Construction Corp., Kevin Doe, and John Does #1-10, who elect to opt into this action pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), that they are entitled to: (i) unpaid wages from defendants for overtime work for which they did not receive overtime premium pay as required by law; and (ii) liquidated damages pursuant to the FLSA, 29 U.S.C. §§ 201 et seq., because defendants' violations lacked a good faith basis.

2. Mr. Vega further complains on behalf of himself and on behalf of a class of other similarly situated current and former employees of defendants, pursuant to Fed. R. Civ. P. 23, that they are entitled to (i) back wages for overtime work for which defendants willfully failed to pay overtime premium pay as required by the New York Labor Law §§ 650 et seq. and the supporting New York State Department of Labor regulations; (ii) liquidated damages pursuant to New York Labor Law for these violations; and (iii) compensation for defendants' violation of the Wage Theft Prevention Act.

3. Mr. Vega further complains on his own behalf that defendants failed to pay him all his wages earned, and that defendants are liable for conversion of Mr. Vega's property.

THE PARTIES

4. Plaintiff Cristhian Vega is an adult individual residing in Queens, New York.

5. Plaintiff consents in writing to be a party to this action pursuant to 29 U.S.C. § 216(b); his written consent is attached hereto and incorporated by reference.

6. Upon information and belief, defendant K & C Interior Construction Corp. is a New York corporation with a principal place of business at 1270 Blake Avenue, Brooklyn, New York.

7. At all relevant times, defendant K & C Interior Construction Corp. ("K & C") has been, and continues to be, an employer engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 207(a).

8. Upon information and belief, at all relevant times, K & C has had gross annual revenues in excess of \$500,000.00.

9. Upon information and belief, at all relevant times herein, K & C has used goods and materials produced in interstate commerce, and has employed at least two individuals who handled such goods and materials.

10. Upon information and belief, at all relevant times, defendant K & C has constituted an "enterprise" as defined in the FLSA.

11. Upon information and belief, defendant Kevin Doe is an owner or part owner and principal of K & C, whose last name is unknown, who has the power to hire and fire employees, set wages and schedules, and maintain their records.

12. Defendant Kevin Doe was involved in the day-to-day operations of K & C and played an active role in managing the business.

13. For example, defendant Kevin Doe hired Mr. Vega and set his pay and schedule.

14. Upon information and belief, defendants John Does #1-10 represent the other owners, officers, directors, members, and/or managing agents of defendant K & C, whose identities are unknown at this time, who have participated in the day-to-day operations of defendant K & C, who had/have the power to hire and fire employees, set wages and schedules, and retain their records, and who participated in the day-to-day operations of defendant K & C.

15. Defendants constituted "employers" of Mr. Vega as that term is used in the Fair Labor Standards Act and New York Labor Law.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1337 and supplemental jurisdiction over Mr. Vega's state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Mr. Vega's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

17. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because defendants' business is located in this district.

COLLECTIVE ACTION AND CLASS ACTION ALLEGATIONS

18. Pursuant to 29 U.S.C. § 207, Mr. Vega seeks to prosecute his FLSA claims as a collective action on behalf of himself and a collective defined as follows:

All persons who are or were employed by defendants in the United States at any time since January 11, 2015, to the entry of judgment in this case (the "Collective Action Period"), and who were not paid overtime compensation at rates at least one-and-one-half times the regular rate of pay for hours worked in excess of forty hours per workweek (the "Collective Action Members").

19. Pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3), Mr. Vega seeks to prosecute his New York Labor Law claims on behalf of himself and a class defined as follows:

All persons who are or were employed by defendants in the United States at any time since January 11, 2012, to the entry of judgment in this case (the "Class Period"), and who were not properly paid overtime compensation, and/or who were not provided with appropriate wage notices or weekly wage statements (the "Class Members").

20. Prosecution of this matter as a class is necessary because the persons in the putative Class identified above are so numerous that joinder of all members is impracticable.

21. Although the precise number of such persons is unknown, their identities are readily ascertainable from records within the sole control of defendants, and upon information and belief there are more than 40 members of the putative class during the Class Period, most of whom would not be likely to file individual suits because they lack adequate financial resources, access to attorneys, or knowledge of their claims.

22. Mr. Vega will fairly and adequately protect the interests of both the putative Class Members and the Collective Action Members and has retained counsel that is experienced and competent in the fields of employment law and class action litigation.

23. Mr. Vega's claims are typical of the claims of the putative Class and Collective Action Members, and Mr. Vega has no interests that are contrary to, or in conflict with, those of the putative members of this class action or collective action.

24. Furthermore, inasmuch as the damages suffered by individual putative Class Members and Collective Action Members may be relatively small, the expense and burden of individual litigation make it virtually impossible for the members of the putative class and collective actions to individually seek redress for the wrongs done to them.

25. Questions of law and fact common to the members of the putative class and collective actions predominate over questions that may affect only individual members because defendants have acted on grounds generally applicable to all members.

26. Among the common questions of law and fact under the FLSA and New York wage and hour laws common to Mr. Vega and other putative Class/Collective Action Members are the following:

- a. Whether defendants failed and/or refused to pay Mr. Vega and the Collective Action Members premium pay for hours worked in excess of forty

per workweek, in violation of the FLSA and the regulations promulgated thereunder;

- b. Whether defendants failed and/or refused to pay Mr. Vega and the putative Class Members premium pay for hours worked in excess of forty per workweek, in violation of New York wage and hour laws and the regulations promulgated thereunder;
- c. Whether defendants failed and/or refused to provide Mr. Vega and the putative Class Members with the wage notices and weekly pay statements required by New York Labor Law §§ 195.1, 195.3, and the Wage Theft Prevention Act;
- d. Whether defendants failed to keep true and accurate time and pay records for all hours worked by Mr. Vega and the putative Class or Collective Action Members;
- e. Whether defendants' violations of the FLSA were willful, or not made in good faith, as those terms are used within the context of the FLSA; and
- f. Whether defendants' violations of New York Labor Law were willful, or not made in good faith, as those terms are used within the context of New York Labor Law.

27. Mr. Vega knows of no difficulty that will be encountered in the management of this litigation that will preclude its maintenance as a collective action or class action.

28. The Collective Action Members are similarly situated to Mr. Vega in that they were employed by K & C as non-exempt laborers, and were denied premium overtime pay for hours worked beyond forty hours in a week.

29. They are further similarly situated in that K & C had a policy and practice of knowingly and willfully refusing to pay them overtime.

30. Mr. Vega and the Collective Action Members and Class Members perform or performed the same or similar primary duties, and were subjected to the same policies and practices by K & C.

31. The exact number of such individuals is presently unknown, but is known by defendants and can be ascertained through appropriate discovery.

FACTS

32. At all relevant times herein, defendants owned and operated a contracting business in Brooklyn.

33. Mr. Vega worked on construction projects in Manhattan, Queens, and the Bronx for defendants.

34. Mr. Vega was employed at K & C from approximately April 2016 through September 2016, and then again from August 2017 through November 2017.

35. Mr. Vega was employed as a carpenter.

36. Mr. Vega's work was performed in the normal course of defendants' business and was integrated into the business of defendants, and did not involve executive or administrative responsibilities.

37. At all relevant times herein, Mr. Vega was an employee engaged in commerce and/or in the production of goods for commerce, as defined in the FLSA and its implementing regulations.

38. Mr. Vega regularly worked six days each week of his employment at K & C.

39. Mr. Vega routinely worked from approximately 7:00 a.m. to 3:30 p.m. daily, with a half-hour meal break. As a result, he worked roughly 48 hours almost every week of his employment.

40. Mr. Vega was paid at a daily rate during his employment with defendants.

41. Specifically, Mr. Vega was paid at a rate of \$160 per day.

42. Mr. Vega was paid at this regular rate of pay for all his time worked, regardless of the number of hours he worked.

43. As a result, K & C failed to pay Mr. Vega any overtime "bonus" for hours worked beyond 40 hours in a workweek, in violation of the FLSA, the New York Labor Law, and the supporting New York State Department of Labor regulations.

44. Defendants' failure to pay Mr. Vega the overtime bonus for overtime hours worked was willful, and lacked a good faith basis.

45. Mr. Vega was paid biweekly, by business check with no paystub, for his first forty hours of work each week.

46. In order to disguise the fact that he was working overtime, defendants paid Mr. Vega in cash for his hours in excess of forty in a week.

47. On one occasion Mr. Vega asked Kevin Doe about receiving overtime pay, but Kevin's response was that he did not pay overtime.

48. In or about October 2017, Kevin Doe promised Mr. Vega a raise to \$180 per day. However, he did not actually give that raise to Mr. Vega.

49. In or about November 2017, Mr. Vega began persistently asking Kevin Doe for his promised raise.

50. In response, defendants not only did not give Mr. Vega a raise, but stopped payment on his final two paychecks.

51. As a result, Mr. Vega was paid nothing for the last four weeks of his employment.

52. When Mr. Vega quit as a result of defendants' failure to pay him, defendants retained possession of Mr. Vega's tools, worth approximately \$1,500, and refused to allow him to retrieve them from the jobsite.

53. Mr. Vega was never provided with paystubs or wage statements that provided the information required by New York law, such as regular and overtime hours worked and regular and overtime pay.

54. Defendants failed to provide Mr. Vega with written notices providing the information required by the Wage Theft Prevention Act - including, *inter alia*, defendants' contact information, Mr. Vega's regular and overtime rates, and intended allowances claimed - and failed to obtain Mr. Vega's signature acknowledging the same, upon his hiring or at any time thereafter, in violation of the Wage Theft Prevention Act in effect at the time.

55. Upon information and belief, throughout the period of Mr. Vega's employment, both before that time (throughout the Class and Collective Action Periods) and continuing until today, defendants have likewise employed other individuals like Mr. Vega (the Class and Collective Action Members) in positions at defendants' contracting company that required little skill, no capital investment, and with duties and responsibilities that did not include any managerial responsibilities or the exercise of independent judgment.

56. Upon information and belief, these other individuals have worked in excess of forty hours per week, yet defendants have likewise failed to pay them overtime compensation of one-and-one-half times their regular hourly rate, in violation of the FLSA and the New York Labor Law.

57. Upon information and belief, these other individuals were not provided with required wage notices or weekly wage statements as specified in New York Labor Law §§ 195.1, 195.3, and the Wage Theft Prevention Act.

58. Upon information and belief, while defendants employed Mr. Vega and throughout all relevant time periods, defendants failed to maintain accurate and sufficient time records or provide accurate records to employees.

59. Upon information and belief, while defendants employed Mr. Vega and through all relevant time periods, defendants failed to post or keep posted notices explaining the minimum wage and overtime pay rights provided by the FLSA or New York Labor Law.

COUNT I

(Fair Labor Standards Act - Overtime)

60. Mr. Vega, on behalf of himself and all Collective Action Members, repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

61. At all relevant times, defendants employed Mr. Vega and each of the Collective Action Members within the meaning of the FLSA.

62. At all relevant times, defendants had a policy and practice of refusing to pay overtime compensation to their employees for hours they worked in excess of forty hours per workweek.

63. As a result of defendants' willful failure to compensate their employees, including Mr. Vega and the Collective Action Members, at a rate at least one-and-one-half times their regular rates of pay for work performed in excess of forty hours per workweek, defendants have

violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201 et seq., including 29 U.S.C. §§ 207(a)(1) and 215(a).

64. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a), and lacks a good faith basis within the meaning of 29 U.S.C. § 260.

65. Due to defendants' FLSA violations, Mr. Vega and the Collective Action Members are entitled to recover from defendants their unpaid overtime compensation, liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

COUNT II

(New York Labor Law - Overtime)

66. Mr. Vega, on behalf of himself and the members of the Class, repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

67. At all relevant times, Mr. Vega and the members of the Class were employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

68. Defendants willfully violated the rights of Mr. Vega and the members of the Class by failing to pay them full overtime compensation at rates at least one-and-one-

half times their regular rates of pay for each hour worked in excess of forty hours per workweek in violation of the New York Labor Law §§ 650 et seq. and its supporting regulations in 12 N.Y.C.R.R § 142.

69. Defendants' failure to pay overtime was willful, and lacked a good faith basis, within the meaning of New York Labor Law § 198, § 663 and supporting regulations.

70. Due to defendants' New York Labor Law violations, Mr. Vega and the members of the Class are entitled to recover from defendants their unpaid overtime compensation, liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law § 198, and § 663(1).

COUNT III

(New York Labor Law - Wage Theft Prevention Act)

71. Mr. Vega, on behalf of himself and the members of the Class, repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

72. At all relevant times, Mr. Vega and the members of the Class were employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

73. Defendants willfully violated the rights of Mr. Vega and the members of the Class by failing to provide

them with the wage notices required by the Wage Theft Prevention Act when they were hired, or at any time thereafter.

74. Defendants willfully violated the rights of Mr. Vega and the members of the Class by failing to provide them with accurate weekly wage statements required by the Wage Theft Prevention Act at any time during their employment.

75. Due to defendants' New York Labor Law violations relating to the failure to provide wage statements, Mr. Vega and the members of the Class are entitled to recover from the defendants statutory damages of \$100 per week through February 26, 2015, and \$250 per day from February 27, 2015 through the end of their employment, up to the maximum statutory damages.

76. Due to defendants' New York Labor Law violations relating to the failure to provide wage notices, Mr. Vega and the members of the Class are entitled to recover from the defendants statutory damages of \$50 per week through February 26, 2015, and \$50 per day from February 27, 2015 to the termination of their employment, up to the maximum statutory damages.

COUNT IV

(New York Labor Law - Failure to Pay Wages)

77. Mr. Vega repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

78. At all relevant times, Mr. Vega was employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

79. In stopping payment on Mr. Vega's final two paychecks, defendants violated Mr. Vega's rights by failing to pay him wages for all of his hours worked, in violation of, inter alia, New York Labor Law § 191.

80. Defendants' failure to pay all wages owed was willful, and lacked a good faith basis, within the meaning of New York Labor Law § 198, § 663 and supporting regulations.

81. Due to defendants' New York Labor Law violations, Mr. Vega is entitled to recover from defendants liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law § 198, and § 663(1).

COUNT V

(Conversion)

82. Mr. Vega repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

83. Mr. Vega brought his own tools to work to use in the course of his employment with defendants; he stored those tools at the job site.

84. Upon information and belief, those tools were worth approximately \$1,500.

85. After Mr. Vega's employment ended, defendants refused to let plaintiff retrieve those tools.

86. As a result, Mr. Vega has been damaged, and is entitled to recover the value of the tools from the defendants.

PRAYER FOR RELIEF

WHEREFORE, Mr. Vega, on behalf of himself and the members of the collective and class actions, respectfully request that this Court grant the following relief:

- a. Certification of this action as a class action pursuant to Fed.R.Civ.P. 23(b)(2) and (3) on behalf of members of the Class and appointing Mr. Vega and his counsel to represent the Class;

- b. Designation of this action as a collective action on behalf of the Collective Action Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b), and appointing Mr. Vega and his counsel to represent the Collective Action members;
- c. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the New York Labor Law;
- d. An injunction against defendants and their officers, agents, successors, employees, representatives, and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth herein;
- e. A compensatory award of unpaid compensation, at the statutory overtime rate, due under the FLSA and the New York Labor Law;

- f. An award of liquidated damages as a result of defendants' willful failure to pay statutory overtime compensation pursuant to 29 U.S.C. § 216;
- g. Compensatory damages for failure to pay all wages earned;
- h. Liquidated damages for defendants' New York Labor Law violations;
- i. Statutory damages for defendants' violation of the New York Wage Theft Prevention Act;
- j. Back pay;
- k. Punitive damages;
- l. An award of prejudgment and postjudgment interest;
- m. Compensation for the tools unlawfully retained by defendants;
- n. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- o. Such other, further, and different relief as this Court deems just and proper.

Dated: January 5, 2018



David Stein
SAMUEL & STEIN
38 West 32nd Street
Suite 1110
New York, New York 10001
(212) 563-9884

Attorneys for Mr. Vega,
Individually and on behalf of
others similarly situated

EXHIBIT A

CONSENT TO SUE

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of K & C Interior Construction Corp. and its owners and affiliates to pay me, *inter alia*, minimum wage and overtime wages as required under state and/or federal law and also authorize the filing of this consent in the lawsuit challenging such conduct, and consent to being named as a representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning all aspects of this lawsuit. I have been provided with a copy of a retainer agreement with the law firm of Samuel & Stein, and I agree to be bound by its terms.

Con mi firma abajo, autorizo la presentación y tramitación de reclamaciones en mi nombre y de mi parte para impugnar el fallo de K & C Interior Construction Corp. y sus propietarios y afiliados a me pagan, entre otras cosas, el salario mínimo y pago de horas extras, requerida en el estado y / o la ley federal y también autorizan la presentación de este consentimiento en la demanda contra ese tipo de conducta, y el consentimiento para ser nombrado como demandante representante en esta acción para tomar decisiones en nombre de todos los demás demandantes en relación con todos aspectos de esta demanda. Se me ha proporcionado una copia de un acuerdo de retención con la firma de abogados de Samuel y Stein, y estoy de acuerdo en estar obligado por sus términos..



Cristhian Vega

Date: November 7, 2017

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

Cristhian Vega, on behalf of himself and all other persons similarly situated

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

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

Samuel & Stein / 38 West 32nd Street, Suite 1110 / New York, NY 10001 / (212) 563-9884

DEFENDANTS

K & C Interior Construction Corp., Kevin Doe, and John Does #1-10

County of Residence of First Listed Defendant Kings County, NY (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 and business location (This State, Another State, Foreign Country).

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (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:

Failure to pay overtime

VII. REQUESTED IN COMPLAINT:

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

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

01/05/2018

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, David Stein, 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:

None

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

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

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

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

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

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

BAR ADMISSION

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

Yes No

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

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: _____

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Cristhian Vega, on behalf of himself and all other persons similarly situated

Plaintiff(s)

v.

K & C Interior Construction Corp., Kevin Doe, and John Does #1-10

Defendant(s)

Civil Action No. 18-cv-182

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

K & C Interior Construction Corp.
1270 Blake Avenue
Brooklyn, New York 11208

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:

David Stein, Esq.
Samuel & Stein
38 West 32nd Street, Suite 1110
New York, NY 10001

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

Civil Action No. 18-cv-182

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Carpenter Files Suit Against K & C Interior Construction Over Unpaid Wage Claims](#)
