

DANIEL TANNENBAUM, ESQ.  
580 Fifth Avenue, Suite 820  
New York, New York 10036  
Telephone: (212) 457-1699  
*Attorney(s) for Plaintiff*

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

-----X  
EDWIN DERICK MORALES ACEVEDO  
individually, EDWIN DERICK MORALES  
ACEVEDO on behalf of others similarly  
situated,

**COMPLAINT**

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

*Plaintiff,*

-against-

**Case No.**

KEURIG DR PEPPER, INC., and DR  
PEPPER/SEVEN UP, INC.

*Defendants.*

-----X

Plaintiff Edwin Derick Morales Acevedo (“Plaintiff Acevedo” or “Mr. Acevedo”),  
individually and on behalf of others similarly situated, by and through his attorney(s), Daniel  
Tannenbaum, Esq., and as against Keurig Dr Pepper, Inc., and Dr Pepper/Seven Up, Inc.  
 (“Defendant Corporations”) (collectively, “Defendants”), alleges as follows:

**NATURE OF ACTION**

1. Plaintiff Acevedo is a former employee of Defendants Keurig Dr Pepper, Inc., and Dr Pepper/Seven Up, Inc.
2. Defendants own, operate, or control a warehouse, located at 50-35 56th Rd, Queens, New York 11378.
3. Plaintiff Acevedo was an employee of Defendants.
4. Plaintiff Acevedo was employed as a Truck Checker and Warehouse Supervisor at the facility located at 50-35 56th Rd. Queens, New York 11378.

5. Plaintiff Acevedo worked for Defendants in excess of 40 hours per week, without appropriate overtime compensation for the hours that he worked.
6. Rather, Defendants failed to maintain accurate record keeping of the hours worked and failed to pay Plaintiff Acevedo appropriately for all hours worked.
7. At all times relevant to this Complaint, Defendants maintained a policy and practice of requiring Plaintiff Acevedo to work in excess of forty (40) hours per week without providing the overtime compensation required by federal and state law and regulations.
8. Defendants' conduct extended beyond Plaintiff Acevedo to all other similarly situated employees.
9. Plaintiff Acevedo now brings this action on behalf of himself, and other similarly situated individuals, for unpaid overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. §201 et seq. (FLSA), and for violations of the N.Y. Labor Law §190 et seq. and 650 et seq. (the NYLL), overtime wage orders and spread of hours wage orders of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. tit. 12, §146-1.6 (herein the Spread of Hours Wage Order), including applicable liquidated damages, interest, attorneys' fees and costs.
10. Plaintiff Acevedo seeks certification of this action as a collective action on behalf of himself, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. §216(b).

#### **JURISDICTION AND VENUE**

11. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal question) and the FLSA, and supplemental jurisdiction over Plaintiff Acevedo's state law claims under 28 U.S.C. § 1367(a).
12. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) because all, or a

substantial portion of, the events or omissions giving rise to the claims occurred in this district, and Defendants operate a warehouse located in this district. Further, Plaintiff Acevedo was employed by Defendants in this district.

13. Plaintiff Acevedo now brings this action for unpaid overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. §201 et seq. (FLSA), and for violations of the N.Y. Labor Law §190 et seq. and 650 et seq. (the NYLL), including applicable liquidated damages, interest, attorneys' fees and costs.

### **PARTIES**

#### *Plaintiff*

14. Plaintiff Acevedo ("Plaintiff Acevedo" or "Mr. Acevedo") is an adult individual residing in Brooklyn, New York.

15. Plaintiff Acevedo was employed by Defendants from approximately November, 2020 until approximately February 3, 2022.

16. Plaintiff Acevedo consents to being a party plaintiff pursuant to 29 U.S.C. § 216(b) and brings these claims based upon the allegations herein as a representative party of prospective class of similarly situated individuals under 29 U.S.C. § 216(b).

#### *Defendants*

17. At all relevant times, Defendants own, operate, or control a warehouse, located at 50-35 56th Rd, Queens, New York 11378.

18. Upon information and belief, DR PEPPER/SEVEN UP, INC. is a foreign corporation organized and existing under the laws of the State of Delaware. Upon information and belief, it maintains its principal place of business at 5301 Legacy Dr., Plano, Texas 75024.

19. Upon information and belief, KEURIG DR PEPPER, INC. is a foreign corporation organized and existing under the laws of the State of Delaware. Upon information and

belief, it maintains its principal place of business at 6425 Hall of Fame Lane, Frisco, TX 75034.

### **FACTUAL ALLEGATIONS**

20. Defendants Constitute Joint Employers.

21. Defendants operate a warehouse located in Queens, New York.

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

23. Each Defendant possessed substantial control over Plaintiff Acevedo's working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiff Acevedo.

24. Defendants jointly employed Plaintiff Acevedo and are Plaintiff Acevedo's employers within the meaning of 29 U.S.C. 201 et seq. and the NYLL.

25. In the alternative, Defendants constitute a single employer of Plaintiff Acevedo.

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

27. In each year from 2020 to 2022, Defendants had a gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

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

*Individual Plaintiff*

29. Plaintiff Acevedo is a former employee of Defendants who was employed as a truck checker and warehouse supervisor.

*Plaintiff Acevedo*

30. Plaintiff Acevedo was employed by Defendants from approximately November, 2020 until February 2022.

31. Defendants employed Plaintiff Acevedo as a truck checker and warehouse supervisor.

32. Plaintiff Acevedo began working as a warehouse supervisor on or about January 28, 2021.

33. Plaintiff Acevedo regularly handled goods in interstate commerce, such as beverages and other supplies produced outside the State of New York.

34. Plaintiff Acevedo's work duties required neither discretion nor independent judgment.

35. Plaintiff Acevedo's tasks as warehouse supervisor included cleaning and inspecting the warehouse, watching the receiving docks for incoming and outbound products, and helping load trucks or move product around the warehouse.

36. Plaintiff Acevedo regularly performed tasks that required neither discretion nor independent judgment, assigned to him by the Warehouse Manager and Territory Director.

37. From approximately November, 2020 until February 3, 2022 Plaintiff Acevedo worked a schedule which varied in shifts of approximately 2:00 p.m. until on or about 4:00 a.m. and 5:00 a.m. until on or about 4:00 p.m., 5 days a week plus and one or two Saturdays per month from approximately 6:00am until 2:00 p.m.

38. Throughout his employment, Defendants paid Plaintiff Acevedo his wages by direct deposit.

39. From approximately January 28, 2021 until February 3, 2022, Defendants paid Plaintiff Acevedo on a biweekly basis, at the annual rate of \$61,000.
40. From approximately January 28, 2021 until approximately February 3, 2022, Plaintiff Acevedo's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.
41. Defendants denied an earned bonus payment to Plaintiff Acevedo, and failed to pay Mr. Acevedo for accrued paid time off at the time of termination.
42. Defendants failed to provide a termination letter to Mr. Acevedo.
43. Defendants did not provide Plaintiff Acevedo an accurate statement of wages, as required by NYLL 195(3).
44. Plaintiff Acevedo was injured thereby by not being able to observe the accurate number of hours he worked per pay period and the accurate rate and overtime pay he was entitled to.
45. Defendants did not give any notice to Plaintiff Acevedo of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).
46. Plaintiff Acevedo was injured thereby by not being able to observe the accurate proper rate and overtime pay rate he was entitled to.

*Defendants' General Employment Practices*

47. Defendants maintained a policy and practice of requiring Plaintiff Acevedo (and all similarly situated employees) to work in excess of 40 hours a week without paying appropriate overtime compensation as required by federal and state laws.
48. Plaintiff Acevedo was a victim of Defendants' common policy and practices which violate his rights under the FLSA and New York Labor Law by, inter alia, not paying the wages he was owed for the hours he worked.
49. Defendants habitually required Plaintiff Acevedo (and all similarly situated

employees) to work additional hours beyond his regular shifts but did not provide him with any additional compensation.

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

51. Upon information and belief, these practices by Defendants were done willfully to disguise the actual number of hours Plaintiff Acevedo worked, and to avoid paying Plaintiff Acevedo properly for her full hours worked.

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

53. Defendants' unlawful conduct was intentional, willful, in bad faith, and caused significant damages to Plaintiff Acevedo (and all similarly situated employees) .

54. Defendants failed to provide Plaintiff Acevedo with accurate wage statements at the time of his payment of wages, containing: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked; and the number of overtime hours worked, as required by NYLL §195(3).

### **FLSA COLLECTIVE ACTION CLAIMS**

55. Plaintiff Acevedo brings his FLSA minimum wage, overtime compensation, and liquidated damages claims as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of all similarly situated persons (the "FLSA Class

members”), i.e., persons who are or were employed by Defendants or any of them, on or after the date that is three years before the filing of the complaint in this case (the “FLSA Class Period”).

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

59. The claims of Plaintiff Acevedo stated herein are similar to those of the other employees.

### **FIRST CAUSE OF ACTION**

#### **VIOLATION OF THE OVERTIME PROVISIONS OF THE FLSA**

60. Plaintiff Acevedo repeats and realleges all paragraphs above as though fully set forth herein.

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

62. At all times relevant to this action, Defendants were engaged in commerce or in an industry or activity affecting commerce.

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



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

65. Defendants' failure to pay Plaintiff Acevedo (and the FLSA Class Members) overtime compensation was willful within the meaning of 29 U.S.C. § 255(a). Plaintiff Acevedo (and the FLSA Class Members), was damaged in an amount to be determined at trial.

### **SECOND CAUSE OF ACTION**

#### **VIOLATION OF THE OVERTIME PROVISIONS OF THE NEW YORK STATE LABOR LAW**

66. Plaintiff Acevedo repeats and realleges all paragraphs above as though fully set forth herein.

67. At all times relevant to this action, Defendants were Plaintiff Acevedo 's employers within the meaning of the N.Y. Lab. Law §§ 2 and 651. Defendants had the power to hire and fire Plaintiff Acevedo , control terms and conditions of employment, and determine the rates and methods of any compensation in exchange for employment.

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

69. Defendants' failure to pay Plaintiff Acevedo overtime compensation was willful within the meaning of N.Y. Lab. Law § 663.

70. Plaintiff Acevedo was damaged in an amount to be determined at trial.

### **THIRD CAUSE OF ACTION**

VIOLATION OF THE NOTICE AND RECORDKEEPING  
REQUIREMENTS OF THE NEW YORK LABOR LAW

71. Plaintiff Acevedo repeats and realleges all paragraphs above as though fully set forth herein.

72. Defendants failed to provide Plaintiff Acevedo with a written notice, in English ,containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; and the telephone number of the employer, as required by NYLL §195(1).

73. Defendants are liable to Plaintiff Acevedo in the amount of \$5,000, together with costs and attorneys’ fees.

**FOURTH CAUSE OF ACTION**

VIOLATION OF THE WAGE STATEMENT PROVISIONS  
OF THE NEW YORK LABOR LAW

74. Plaintiff Acevedo repeats and realleges all paragraphs above as though fully set forth herein.

75. With each payment of wages, Defendants failed to provide Plaintiff Acevedo with an accurate statement listing each of the following: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross

wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked; and the number of overtime hours worked, as required by NYLL 195(3).

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

### **FIFTH CAUSE OF ACTION**

#### **NEW YORK LABOR LAW – FAILURE TO PAY WAGES**

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

77. The wage provisions of NYLL § 193 and its supporting regulations apply to Defendants and protect Plaintiff.

78. Defendants failed to pay Plaintiff his yearly review bonus and paid time off balance as required by NYLL § 193.

79. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from Defendants the amount of unpaid wages and liquidated damages, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest as provided for by NYLL § 198.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Acevedo respectfully requests that this Court enter judgment against Defendants by:

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

FLSA claims in this action;

(b) Declaring that Defendants violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Acevedo and the FLSA Class members;

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

(d) Declaring that Defendants' violations of the provisions of the FLSA were willful as to Plaintiff Acevedo and the FLSA Class members;

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

(f) Awarding Plaintiff Acevedo and the FLSA Class members liquidated damages in an amount equal to 100% of his damages for the amount of unpaid overtime compensation, and damages for any improper deductions or credits taken against wages under the FLSA as applicable pursuant to 29 U.S.C. § 216(b);

(g) Declaring that Defendants violated the overtime wage provisions and deduction wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Acevedo ;

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

(i) Declaring that Defendants' violations of the provisions of the NYLL were willful as to Plaintiff Acevedo ;

(j) Awarding Plaintiff Acevedo damages for the amount of unpaid overtime

compensation, and for any improper deductions or credits taken against wages, as well as awarding spread of hours pay under the NYLL as applicable;

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

(l) Awarding Plaintiff Acevedo liquidated damages in an amount equal to one hundred percent (100%) of the total amount of minimum wage, overtime compensation, and spread of hours pay shown to be owed pursuant to NYLL § 663 as applicable; and liquidated damages pursuant to NYLL § 198(3);

(m) Awarding Plaintiff Acevedo and the FLSA Class members pre-judgment and post-judgment interest as applicable;

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

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

(p) Enjoining Defendants, its agents, employees, officers, and successors in interest, from engaging in the illegal and unlawful customs, policies, and practices described herein; and

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

### **JURY DEMAND**

Plaintiff Acevedo demands a trial by jury on all issues triable by a jury.

Dated: New York, New York

April 13, 2022

By: /s Daniel Tannenbaum  
DANIEL TANNENBAUM, ESQ.  
580 Fifth Avenue, Suite 820  
New York, New York 10036

Telephone: (212) 457-1699  
*Attorneys for Plaintiff*

Daniel Tannenbaum, Esq.

580 Fifth Avenue, Suite 520  
New York, New York 10036  
Telephone: (212) 457-1699

April 7, 2022

TO: Clerk of Court,


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

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

Edwin Derick Morales Acevedo

Name / Nombre: Edwin Derick Morales Acevedo

Legal Representative / Abogado: Daniel Tannenbaum, Esq.

Signature / Firma: 

Date / Fecha: <sup>4/8/2022</sup> April 7, 2022

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

EDWIN DERICK MORALES ACEVEDO individually and on behalf of others similarly situated

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

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

Daniel Tannenbaum, Esq., 580 Fifth Ave. Ste. 820 New York, NY 10036; 212-457-1699

DEFENDANTS

KEURIG DR PEPPER, INC., and DR PEPPER/SEVEN UP, INC.

County of Residence of First Listed Defendant (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)

Does this action include a motion for temporary restraining order or order to show cause? Yes No

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, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (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): Fair Labor Standards Act of 1938, 29 U.S.C. §201 et seq. Brief description of cause: Unpaid 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

4/11/2022

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.7 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.

Case is Eligible for Arbitration

I, Daniel Tannenbaum, 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: 

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

EDWIN DERICK MORALES ACEVEDO individually,
EDWIN DERICK MORALES ACEVEDO on behalf of
others similarly situated

Plaintiff(s)

v.

KEURIG DR PEPPER, INC., and DR
PEPPER/SEVEN UP, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DR PEPPER/SEVEN UP, INC.

5301 Legacy Dr., Plano, Texas 75024

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:

DANIEL TANNENBAUM, ESQ.
580 Fifth Avenue, Suite 820
New York, New York 10036
Telephone: (212) 457-1699

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: 04/13/2022

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

EDWIN DERICK MORALES ACEVEDO individually,
EDWIN DERICK MORALES ACEVEDO on behalf of
others similarly situated

Plaintiff(s)

v.

KEURIG DR PEPPER, INC., and DR
PEPPER/SEVEN UP, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) KEURIG DR PEPPER, INC.

6425 Hall of Fame Lane, Frisco, TX 75034

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:

DANIEL TANNENBAUM, ESQ.
580 Fifth Avenue, Suite 820
New York, New York 10036
Telephone: (212) 457-1699

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: 04/13/2022

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

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