

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ANGEL ALVAREZ, on behalf of himself, individually,  
and on behalf of all others similarly-situated,

Plaintiff,

-against-

CAMBRIDGE KITCHENS MFG INC. and NEOKLIS  
VASILIADES, an individual,

Defendants.

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**COMPLAINT**

**Docket No.: 18-cv-5419**

**Jury Trial Demanded**

ANGEL ALVAREZ, on behalf of himself, individually, and on behalf of all others similarly-situated, (collectively as “FLSA Plaintiffs,” as defined below), by and through his attorneys, BORRELLI & ASSOCIATES, P.L.L.C., as and for his Complaint against CAMBRIDGE KITCHENS MFG INC. (“Cambridge”) and NEOKLIS VASILIADES, an individual, (together, where appropriate, as “Defendants”), alleges upon knowledge as to himself and his own actions and upon information and belief as to all other matters as follows:

**NATURE OF CASE**

1. This is a civil action seeking damages and equitable relief based upon Defendants’ willful violations of Plaintiff’s rights guaranteed to him by: (i) the overtime provisions of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207(a); (ii) the overtime provisions of the New York Labor Law (“NYLL”), NYLL § 160 and the Minimum Wage Order for Miscellaneous Industries and Occupations (“Wage Order”), codified as N.Y. Comp. Codes R. & Regs. (“NYCRR”) tit. 12, § 142-2.2; (iii) the spread of hours provisions of the Wage Order, NYLL § 652 and 12 NYCRR § 142-2.4; (iv) the NYLL’s requirement that employers provide on each payday proper wage statements to their employees containing specific categories of accurate information, NYLL §

195(3); (v) the NYLL's requirement that employers furnish employees with a wage notice containing specific categories of accurate information upon hire, NYLL § 195(1); (vi) the anti-retaliation provisions of the FLSA, 29 U.S.C. § 215(a)(3); (vii) the anti-retaliation provisions of the NYLL, § 215(1)(a); and (viii) any other claim(s) that can be inferred from the facts set forth herein.

2. As described below, Plaintiff worked for Defendants - - a Hicksville-based construction company that offers luxury kitchen design, manufacture, and installation services, and its owner, chief executive officer, and day-to-day overseer - - from in or around September 2016 until March 19, 2018, as a cabinet installer. Throughout Plaintiff's employment, Defendants willfully failed to pay Plaintiff the wages lawfully due to him under the FLSA and the NYLL. Specifically, throughout his employment, Defendants routinely required Plaintiff to work beyond forty hours in a workweek but paid him, always at his straight-time rate, for only some of the hours over forty that Plaintiff worked each week while paying him nothing for many other of those hours. Thus, Defendants failed to compensate Plaintiff at the statutorily-required overtime rate of time and one-half his straight-time rate of pay for any hours that he worked per week in excess of forty.

3. Additionally, in violation of New York law, Defendants failed to: pay Plaintiff a spread of hours premium when his shift exceeded ten hours from beginning to end; provide Plaintiff with accurate wage statements on each payday; or provide Plaintiff with any wage notice at hire.

4. Defendants paid and treated all of their hourly employees in the same manner.

5. Accordingly, Plaintiff brings this lawsuit against Defendants pursuant to the collective action provisions of the FLSA, 29 U.S.C. § 216(b), on behalf of himself, individually, and on behalf of all other persons similarly-situated during the applicable FLSA limitations period

who suffered damages as a result of Defendants' willful violations of the FLSA. Plaintiff brings his claims detailed in paragraphs 2 and 3 above under the NYLL on behalf of himself, individually, and on behalf of any FLSA Plaintiff, as that term is defined below, who opts-into this action.

6. Moreover, on an individual basis only, Plaintiff brings retaliation claims under the FLSA and the NYLL due to Defendants terminating Plaintiff's employment in retaliation for Plaintiff's complaints about not being paid proper overtime.

### **JURISDICTION AND VENUE**

7. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331, as this action arises under 29 U.S.C. § 201, *et seq.* The supplemental jurisdiction of the Court is invoked pursuant to 28 U.S.C. § 1367 over all claims arising under New York law.

8. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the actions or omissions comprising the claims for relief occurred within this judicial district.

### **PARTIES**

9. At all relevant times herein, Plaintiff worked for Defendants in New York and was an "employee" entitled to protection as defined by the FLSA, the NYLL, and the NYCRR.

10. At all relevant times herein, Defendant Cambridge was and is a New York corporation with its principal place of business located at 280 Duffy Avenue, Hicksville, New York 11801.

11. At all relevant times herein, Defendant Vasiliades was and is the owner and chief executive officer of Defendant Cambridge and was Plaintiff's direct supervisor throughout Plaintiff's employment with Defendants. In that role, Vasiliades was responsible for overseeing the day-to-day operations of Cambridge and managing the company's employees, including all

matters with respect to determining employees' rates and methods of pay and hours worked, determining employees' work locations, distributing work duties, and the hiring and firing of employees. Indeed, Vasiliades hired Plaintiff, set his schedule, assigned him his work duties, determined his rates of pay, refused to pay him overtime, and ultimately terminated his employment.

12. At all relevant times herein, Defendants were and are "employers" within the meaning of the FLSA, the NYLL, and the NYCRR. Additionally, Cambridge's qualifying annual business exceeded and exceeds \$500,000, and Cambridge was and is engaged in interstate commerce within the meaning of the FLSA, as it employs two or more employees, orders and sells materials and tools, and buys other supplies, such as handles, fixtures, and necessary design materials, from vendors located in states other than New York, and also accepts credit cards as a form of payment based on cardholder agreements with out-of-state companies, the combination of which subjects Cambridge to the FLSA's overtime requirements as an enterprise.

### **COLLECTIVE ACTION ALLEGATIONS**

13. Plaintiff seeks to bring this suit to recover from Defendants unpaid overtime compensation and liquidated damages pursuant to the applicable provisions of the FLSA, 29 U.S.C. § 216(b), individually, on his own behalf, as well as on behalf of those in the following collective:

Current and former hourly employees of Defendants, who during the applicable FLSA limitations period, performed any work for Defendants and who give consent to file a claim to recover damages for overtime compensation that is legally due to them ("FLSA Plaintiffs").

14. Defendants treated Plaintiff and all FLSA Plaintiffs similarly in that Plaintiff and all FLSA Plaintiffs: (1) performed similar tasks, as described in the "Background Facts" section

below; (2) were subject to the same laws and regulations; (3) were paid in the same or similar manner; (4) were required to work in excess of forty hours in a workweek; and/or (5) were not paid the required one and one-half times their respective regular rates of pay for all hours worked per workweek in excess of forty.

15. At all relevant times, Defendants are and have been aware of the requirements to pay Plaintiff and FLSA Plaintiffs at an amount equal to the rate of one and one-half times their respective regular rates of pay for all hours worked each workweek above forty, yet they purposefully and willfully chose and choose not to do so.

16. Thus, all FLSA Plaintiffs are victims of Defendants' pervasive practice of willfully refusing to pay their employees overtime compensation for all hours worked per workweek above forty, in violation of the FLSA.

### **BACKGROUND FACTS**

17. Defendant Cambridge is a luxury kitchen design, construction, and installation company located at 280 Duffy Avenue, Hicksville, New York 11801.

18. Defendant Vasiliades was and is the owner and chief executive officer of Defendant Cambridge and was Plaintiff's direct supervisor throughout his employment with Defendants.

19. In or around September 2016, Plaintiff commenced his employment with Defendants as a cabinet installer. In this capacity, as its name suggests, Plaintiff was responsible for installing cabinets in Defendants' clients' homes located throughout New York City, Westchester, and Long Island.

20. Throughout his employment, Defendants routinely required Plaintiff to work five to six days per week, from 7:30 a.m. until anywhere between 5:00 and 8:30 p.m., with no

uninterrupted break period, for a total of between forty-seven and one-half and seventy-two hours per week.

21. Defendants required Plaintiff to keep track of his hours worked on handwritten timesheets and then to submit those timesheets to Defendants at the conclusion of each workweek. However, Defendants, in inputting the handwritten data into their computer program, would manipulate the hours to reflect that Plaintiff only worked forty hours per week. Defendants would then pay Plaintiff by check for only forty hours of work per week.

22. As reflected on his paystubs, Defendants paid Plaintiff \$14.50 per hour for all hours that he worked up to forty per week. Defendants, however, would pay Plaintiff, in cash, at the same rate of \$14.50 per hour for some of the hours that Plaintiff worked per week in excess of forty, and nothing for many, if not most, of the hours that Plaintiff worked over forty in a week. Indeed, Defendants' practice was to pay their employees for only what Defendants thought that their work merited.

23. Thus, throughout his employment, Defendants failed to compensate Plaintiff at the rate of time and one-half his regular rate of pay, or \$21.75, for any hours that Plaintiff worked in a week in excess of forty.

24. By way of example only, during the week of July 26 through August 1, 2017, Defendants required Plaintiff to work, and Plaintiff did work, the following schedule:

Wednesday, July 26, 2017: 7:30 a.m. until 5:30 p.m.;

Thursday, July 27, 2017: 7:30 a.m. until 5:00 p.m.;

Friday, July 28, 2017: 7:30 a.m. until 6:30 p.m.;

Saturday, July 29, 2017: 7:00 a.m. until 5:30 p.m.;

Sunday, July 30, 2017: Off;

Monday, July 31, 2017: 7:30 a.m. until 8:30 p.m.;

Tuesday, August 1, 2017: 7:45 a.m. until 6:30 p.m.

Thus, Plaintiff worked sixty-four and three-quarter hours during this week. In exchange for his work during this week, Defendants paid Plaintiff \$14.50 per hour, for a total of \$580 by check, for the first forty hours that Plaintiff worked this week, and a total of \$90 in cash to cover the twenty-four and three-quarter hours that Plaintiff worked in excess of forty for this week. Thus, Defendants shorted Plaintiff \$448.31 in overtime pay for this week.

25. Defendants also failed to pay Plaintiff spread-of-hours compensation of one hour's pay at the minimum wage rate on those days when his spread of hours exceeded ten during a given day, including July 28, July 31, and August 1, 2017, as listed in the paragraph above.

26. In or around August 2017, Defendants stopped paying Plaintiff at any rate for any hours that he worked over forty in a week.

27. For example, during the week of January 17 through January 23, 2018, Defendants required Plaintiff to work, and Plaintiff did work, the following schedule:

Wednesday, January 17, 2018: 7:30 a.m. until 6:30 p.m.;

Thursday, January 18, 2018: 7:30 a.m. until 5:30 p.m.;

Friday, January 19, 2018: 7:30 a.m. until 6:30 p.m.;

Saturday, January 20, 2018: 7:00 a.m. until 6:30 p.m.;

Sunday, January 21, 2018: Off;

Monday, January 22, 2018: 7:30 a.m. until 5:30 p.m.;

Tuesday, January 23, 2018: 7:30 a.m. until 6:30 p.m.

Thus, Plaintiff worked sixty-four and one-half hours during this week. In exchange for his work during this week, Defendants paid Plaintiff \$14.50 per hour, for a total of \$580 by check, for the

first forty hours that Plaintiff worked, and did not pay Plaintiff any compensation for the twenty-four and one-half hours that Plaintiff worked in excess of forty for this week. Thus, Defendants shorted Plaintiff \$532.88 in overtime pay for this week. Defendants also failed to pay Plaintiff spread-of-hours compensation of one hour's pay at the minimum wage rate on those days when his spread of hours exceeded ten during this week, namely January 17, January 19, January 20, January 23, 2018.

28. Defendants paid Plaintiff on a weekly basis.

29. On each occasion when they paid Plaintiff, Defendants failed to provide Plaintiff with a wage statement that accurately listed, *inter alia*, his total hours worked for that week or his straight and overtime rates of pay for every hour worked.

30. Additionally, upon hire, Defendants failed to provide Plaintiff with any wage notice, let alone one that accurately contained, *inter alia*, Plaintiff's rates of pay and the basis thereof (e.g. hourly, daily, per shift) as designated by the employer, and the name and telephone number of the employer.

31. Defendants treated Plaintiff and FLSA Plaintiffs in the manner described above.

32. Defendants acted in the manner described herein so as to maximize their profits while minimizing their labor costs and overhead.

33. Each hour that Plaintiff worked was for Defendants' benefit.

34. After Defendants fully stopped paying Plaintiff at all for any hours that he worked over forty in a week in August 2017, Plaintiff complained to Defendant Vasiliades that he was not being paid any overtime, but Vasiliades ignored Plaintiff's complaint. Plaintiff then continued to complain every few weeks and Vasiliades became increasingly frustrated by Plaintiff's repeated



complaints. On one such occasion, after Plaintiff complained about not receiving any overtime pay, Vasiliades rhetorically asked “why do you cry so much?”

35. In or around January 2018, Plaintiff complained to Defendant Vasiliades, again, that he was not receiving any overtime compensation. Vasiliades, clearly irritated, warned Plaintiff to stop bringing it up.

36. Plaintiff, however, disregarded Defendant Vasiliades’s warning to stop complaining about not receiving overtime compensation, and on March 19, 2018, made such a complaint to Defendant Vasiliades. In response, Vasiliades told Plaintiff that he was “not needed anymore” and terminated Plaintiff’s employment on the spot.

37. Subsequently, Vasiliades swiftly hired a worker to replace Plaintiff.

**FIRST CLAIM FOR RELIEF AGAINST DEFENDANTS**  
*Unpaid Overtime under the FLSA*

38. Plaintiff and FLSA Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

39. 29 U.S.C. § 207(a) requires employers to compensate their employees at a rate not less than one and one-half times their respective regular rates of pay for all hours worked exceeding forty in a workweek.

40. As described above, Defendants are employers within the meaning of the FLSA, while Plaintiff and FLSA Plaintiffs are employees within the meaning of the FLSA.

41. As also described above, Plaintiff and FLSA Plaintiffs worked in excess of forty hours in a week, yet Defendants failed to compensate them in accordance with the FLSA’s overtime provisions.

42. Defendants willfully violated the FLSA.

43. Plaintiff and FLSA Plaintiffs are entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.

44. Plaintiff and FLSA Plaintiffs are also entitled to liquidated damages and attorneys' fees for Defendants' violations of the FLSA's overtime provisions.

**SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS**

**Unpaid Overtime under the NYLL and NYCRR**

45. Plaintiff and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

46. NYLL § 160 and 12 NYCRR § 142-2.2 require employers to compensate their employees at a rate not less than one and one-half times their respective regular rates of pay for all hours worked exceeding forty in a workweek.

47. As described above, Defendants are employers within the meaning of the NYLL and the NYCRR, while Plaintiff and any FLSA Plaintiff who opts-into this action, are employees within the meaning of the NYLL and the NYCRR.

48. As also described above, Plaintiff and any FLSA Plaintiff who opts-into this action, worked in excess of forty hours in a week, yet Defendants failed to compensate them in accordance with the NYLL's and the NYCRR's overtime provisions.

49. Plaintiff and any FLSA Plaintiff who opts-into this action, are entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.

50. Plaintiff and any FLSA Plaintiff who opts-into this action, are also entitled to liquidated damages, interest, and attorneys' fees for Defendants' violations of the NYLL's and the NYCRR's overtime provisions.

**THIRD CLAIM FOR RELIEF AGAINST DEFENDANTS**

**Violation of the NYLL's and the NYCRR's Spread of Hours Requirement**

51. Plaintiff and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

52. NYLL § 652 and 12 NYCRR § 142-2.4 provide that an employee shall receive one hour's pay at the minimum hourly wage rate for any day worked in which the spread of hours exceeds ten.

53. As described above, Defendants are employers within the meaning of the NYLL and the NYCRR, while Plaintiff and any FLSA Plaintiff who opts-into this action, are employees within the meaning of the NYLL and the NYCRR.

54. As also described above, Defendants failed to provide Plaintiff and any FLSA Plaintiff who opts-into this action, with spread of hours pay on each day when their spread of hours worked exceeded ten.

55. Plaintiff and any FLSA Plaintiff who opts-into this action, are entitled to recover one hour's pay, at the minimum wage rate, for all days during which their spread of hours worked exceeded ten.

56. Plaintiff and any FLSA Plaintiff who opts-into this action, are also entitled to liquidated damages, interest, and attorneys' fees for Defendants' violations of the NYLL's and the NYCRR's spread of hours provisions.

**FOURTH CLAIM FOR RELIEF AGAINST DEFENDANTS**  
**Failure to Furnish Proper Wage Statements in Violation of the NYLL**

57. Plaintiff and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

58. NYLL § 195(3) requires that employers furnish employees with wage statements containing accurate, specifically enumerated criteria on each occasion when the employer pays wages to the employee.

59. As described above, Defendants are employers within the meaning of the NYLL, while Plaintiff and any FLSA Plaintiff who opts-into this action, are employees within the meaning of the NYLL.

60. As also described above, Defendants, on each payday, failed to furnish Plaintiff and any FLSA Plaintiff who opts-into this action, with accurate wage statements on each payday containing the criteria required under the NYLL.

61. Prior to February 27, 2015, pursuant to NYLL § 198(1-d), Defendants are liable to Plaintiff and any FLSA Plaintiff who opts-into this action, in the amount of \$100 for each workweek after the violation occurred, up to a statutory cap of \$2,500.

62. On or after February 27, 2015, pursuant to NYLL § 198(1-d), Defendants are liable to Plaintiff and any FLSA Plaintiff who opts-into this action, in the amount of \$250 for each workday after the violation occurred, up to a statutory cap of \$5,000.

**FIFTH CLAIM FOR RELIEF AGAINST DEFENDANTS**  
**Failure to Furnish Proper Wage Notice in Violation of the NYLL**

63. Plaintiff and any FLSA Plaintiff who opts-into this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

64. NYLL § 195(1) requires that employers provide employees with a wage notice at the time of hire containing accurate, specifically enumerated criteria.

65. As described above, Defendants are employers within the meaning of the NYLL, while Plaintiff and any FLSA Plaintiff who opts-into this action, are employees within the meaning of the NYLL.

66. As also described above, Defendants failed to provide Plaintiff and any FLSA Plaintiff who opts-into this action, with any wage notice at hire, let alone one accurately containing the criteria required under the NYLL.

67. Prior to February 27, 2015, pursuant to NYLL § 198(1-b), Defendants are liable to Plaintiff and any FLSA Plaintiff who opts-into this action, in the amount of \$50 for each workweek after the violation occurred, up to a statutory cap of \$2,500.

68. On or after February 27, 2015, pursuant to NYLL § 198(1-b), Defendants are liable to Plaintiff and any FLSA Plaintiff who opts-into this action, in the amount of \$50 for each workday after the violation occurred, up to a statutory cap of \$5,000.

**SIXTH CLAIM FOR RELIEF AGAINST DEFENDANTS**  
**Retaliation in violation of the FLSA with Respect to Plaintiff only**

69. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

70. 29 U.S.C. § 215(a)(3) prohibits employers from discharging or in any other manner discriminating against an employee because such employee has filed any complaint relating to an employer's violation of the FLSA.

71. As described above, Defendants are employers within the meaning of the FLSA, while Plaintiff is an employee within the meaning of the FLSA.

72. As also described above, after Plaintiff engaged in activity protected under the FLSA, Defendants retaliated by terminating Plaintiff's employment.

73. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the FLSA, Plaintiff has suffered, and continues to suffer, economic harm, for which he is entitled to an award of monetary damages and other relief.

74. Plaintiff is also entitled to compensatory damages, punitive damages, liquidated damages, and attorneys' fees for Defendants' violations of the FLSA's anti-retaliation provisions.

**SEVENTH CLAIM FOR RELIEF AGAINST DEFENDANTS**  
***Retaliation in Violation of the NYLL with Respect to Plaintiff only***

75. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

76. NYLL § 215(1)(a) prohibits employers from discharging or in any other manner discriminating against an employee because such employee has filed any complaint relating to an employer's violation of the NYLL.

77. As described above, Defendants are employers within the meaning of the NYLL, while Plaintiff is an employee within the meaning of the NYLL.

78. As also described above, after Plaintiff engaged in activity protected under the NYLL, Defendants retaliated by terminating Plaintiff's employment.

79. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYLL, Plaintiff has suffered, and continues to suffer, economic harm, for which he is entitled to an award of monetary damages and other relief.

80. Plaintiff is also entitled to compensatory damages, punitive damages, liquidated damages, interest, and attorneys' fees for Defendants' violations of the NYLL's anti-retaliation provisions.

81. At or before the filing of this Complaint, Plaintiff has served notice of the action upon the Office of the New York State Attorney General pursuant to NYLL § 215(b)(2), thereby advising the aforementioned of his claim for retaliation under Section 215 of the NYLL.

#### **DEMAND FOR A JURY TRIAL**

82. Pursuant to FRCP 38(b), Plaintiff and FLSA Plaintiffs demand a trial by jury on all claims in this action.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff and FLSA Plaintiffs demand judgment against Defendants as follows:

a. A judgment declaring that the practices complained of herein are unlawful and in willful violation of the aforementioned United States and New York State Laws;

b. Preliminary and permanent injunctions against Defendants and their officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;

c. An order restraining Defendants from any retaliation against Plaintiff and/or FLSA Plaintiffs for participation in any form of this litigation;

d. Designation of this action as an FLSA collective action on behalf of Plaintiff and FLSA Plaintiffs and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to the FLSA Plaintiffs, 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 tolling of the statute of limitations;

e. Awarding all damages that Plaintiff and FLSA Plaintiffs have sustained as a result of Defendants' conduct, including all unpaid wages and any short fall between wages paid and those due under the law that Plaintiff and FLSA Plaintiffs would have received but for Defendants' unlawful payment practices;

f. Granting Plaintiff all damages that he has sustained as a result of Defendants' retaliatory conduct, including general and special damages for past and future lost compensation and benefits that he would have received but for Defendants' conduct, including but not limited to back pay and front pay, whether legal or equitable in nature, as well as for emotional distress and/or mental anguish in connection with his claims;

g. Granting an award of punitive damages, to the extent permitted by law, commensurate with Defendants' ability to pay;

h. Liquidated damages and any other statutory penalties as recoverable under the FLSA and the NYLL;

i. Awarding Plaintiff and FLSA Plaintiffs their reasonable attorneys' fees, as well as their costs and disbursements incurred in connection with this action, including expert witness fees and other costs, and an award of a service payment to Plaintiff;

j. Designation of Plaintiff and his counsel as collective action representatives under the FLSA;




- k. Pre-judgment and post-judgment interest, as provided by law; and
- l. Granting Plaintiff and FLSA Plaintiffs other and further relief as this Court finds necessary and proper.

Dated: Great Neck, New York  
September 26, 2018

Respectfully submitted,

BORRELLI & ASSOCIATES, P.L.L.C.  
*Attorneys for Plaintiff*  
1010 Northern Boulevard, Suite 328  
Great Neck, New York 11021  
Tel. (516) 248-5550  
Fax. (516) 248-6027

By:

  
\_\_\_\_\_  
ALEXANDER T. COLEMAN (AC 8151)  
MICHAEL J. BORRELLI (MB 8533)

**Complete and Mail To:**  
**BORRELLI & ASSOCIATES, P.L.L.C.**  
**Attn: ANGEL ALVAREZ, et al. v. CAMBRIDGE KITCHENS MFG, INC., et al.**  
**1010 Northern Boulevard, Suite 328**  
**Great Neck, New York 11021**  
**Tel: (516) 248-5550**  
**Fax: (516) 248-6027**

**CONSENT TO JOIN COLLECTIVE ACTION**

I hereby consent to join the lawsuit, entitled ANGEL ALVAREZ , on behalf of himself and all those similarly situated, v. CAMBRIDGE KITCHENS MFG, INC., \_\_\_\_\_ et al. Docket No.: \_\_\_\_\_ brought pursuant to the Fair Labor Standards Act, the New York State Labor Law, and the New York Code of Rules and Regulations.

By signing below, I state that I am currently or was formerly employed by the Defendants at some point during the previous six years. I elect to join this case in its entirety with respect to any wage and hour-related claims asserted in the complaint filed in this matter and/or under any Federal and State law, rule or regulation.

I hereby designate Borrelli & Associates, P.L.L.C. ("Plaintiffs' Counsel") to represent me for all purposes of this action.



A handwritten signature in black ink, appearing to read 'Angel Alvarez', written over a horizontal line.

Signature

Angel Alvarez

Full Legal Name (Print)



**Completar y Enviar a:**  
**BORRELLI & ASSOCIATES, P.L.L.C.**  
**Attn: ANGEL ALVAREZ, et al. v. CAMBRIDGE KITCHENS MFG, INC., et al.**  
**1010 Northern Boulevard, Suite 328**  
**Great Neck, New York 11021**  
**Tel: (516) 248-5550**  
**Fax: (516) 248-6027**

**CONSENTIMIENTO PARA UNIRSE A UNA ACCIÓN COLECTIVA**

Doy mi consentimiento para unirme a la demanda titulada, ANGEL ALVAREZ, y en nombre de todos aquellos similarmente mismo situado, v. CAMBRIDGE KITCHENS MFG, INC., et al., Docket No.: \_\_\_\_\_ interpuestos en virtud del Fair Labor Standards Act, la Ley de Trabajo del Estado de Nueva York, y el Código de Nueva York de las Reglas y Reglamentos.

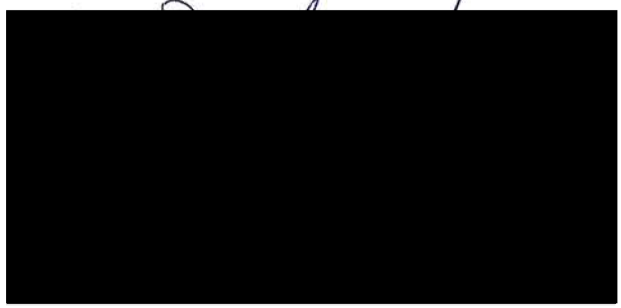
Al firmar abajo, yo declaro que estoy actualmente o fui anteriormente un empleado para los acusados en algún momento durante los seis años anteriores. Yo dentro a este caso en su totalidad con respecto a cualquier salario y reclamaciones relacionadas con la hora en la denuncia presentada en la queja sometida o bajo cualquier ley Federal y estatal, regla o reglamento.

Por la presente designo a Borrelli & Associates, P.L.L.C. ("Abogados de los Demandantes") que me represente a todos los efectos de esta acción.



  
\_\_\_\_\_  
Firma

Angel Alvarez  
\_\_\_\_\_  
Nombre Completo



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ex-Employee Files Suit Against Cambridge Kitchens for Allegedly Unpaid OT, Retaliation](#)

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