

Park & Sim Global Law Group LLP
39-01 Main Street, Suite 608
Flushing, NY 11354
Tel: (718) 445-1300
Fax: (718) 445-8616
petersimesq@yahoo.com
Attorneys for Plaintiff and FLSA Collective Plaintiffs

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

MANUEL OLMEDO VELETANGA DELEG and
ESPIRITU VELETANGA, Individually and on
BEHALF OF ALL OTHER COLLECTIVE
PERSONS SIMILARLY SITUATED,

Plaintiffs,

v.

H & H INTERIOR DESIGN INC. and SABAN
HOXHA, Jointly and Severally,

Defendants.

Case No.: 1:16-cv-06955

**COLLECTIVE ACTION
COMPLAINT**

Jury Trial Demanded

Plaintiffs, **MANUEL OLMEDO VELETANGA DELEG** and **ESPIRITU VELETANGA** (hereinafter, "Plaintiffs"), on behalf of themselves and all other collective persons similarly situated including current and former employees of the Defendants (hereinafter, "FLSA Collective Plaintiffs" and collectively with Plaintiffs, the "Plaintiffs"), by and through their undersigned attorney, hereby file this Complaint against Defendants, **H & H INTERIOR DESIGN INC.** and **SABAN HOXHA**, (each individually, "Defendant" or, collectively, "Defendants"), and state as follows:

INTRODUCTION

1. Plaintiffs are employees of Defendants **H & H INTERIOR DESIGN INC.** and **SABAN HOXHA**.

2. Plaintiffs allege, pursuant to the Fair Labor Standards Act, as amended, 29 U.S.C. §201 *et seq.* ("FLSA") and the New York Labor Law §§1190 and 650 *et seq.* and "overtime wage order" respectively codified at N.Y.C.R.R. Tit. 12 §146, including applicable liquidated damages, interest, attorneys' fees and costs. Upon information and belief, SABAN HOXHA, serve or served as owner, manager, principal or agent of Defendant Corporation and through its corporate entity operated construction/design service business.

3. At all times relevant to this Complaint, Plaintiffs worked for Defendants in excess of forty (40) hours per week without receiving the appropriate compensation for the hours over forty (40) hours per week that they worked.

4. Defendants' conduct extended beyond Plaintiffs to all other similarly situated employees.

5. At all times relevant to this Complaint, Defendants maintained a policy and practice of requiring Plaintiffs and other similarly situated employees to work in excess of forty (40) hours per week without providing them with appropriate overtime compensation required by State and Federal law and regulations.

6. The Plaintiffs seek certification of this action as a collective action on behalf of themselves, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. §216(b).

JURISDICTION AND VENUE

7. This Court has jurisdiction over this controversy pursuant to 29 U.S.C. §216(b), 28 U.S.C. §§ 1331, 1337 and 1343, and has supplemental jurisdiction over state law claims of Plaintiff and FLSA Collective Plaintiffs pursuant to 28 U.S.C §1367.

8. Venue is proper in the Eastern District pursuant to 28 U.S.C. §1391 since the defendant resides in the County of Queens, New York.

THE PARTIES

9. Plaintiff, **MANUEL OLMEDO VELETANGA DELEG**, was, and still is, a resident of the County of Queens, City and State of New York. He resides at 35-57 97th Street, Corona, New York 11368.

10. Plaintiff, **ESPIRITU VELETANGA** was, and still is, a resident of the County of Queens, City and State of New York. He resides at 35-57 97th Street, First Floor, Corona, New York 11368.

11. Defendant, **H & H INTERIOR DESIGN INC.** was and still is a domestic business corporation organized under the laws of New York, with a principal place of business located at 67-67 78th Street Apt. 1, Middle Village, New York 11379.

12. Defendant, **H & H INTERIOR DESIGN INC.** was and still is, a foreign corporation authorized to do business in the State of New York.

13. Defendant, **H & H INTERIOR DESIGN INC.** was and still is, a foreign corporation doing business in the State of New York is otherwise subject to the jurisdictions of the Courts of the State of New York pursuant to CPLR Section 302 and the case law hereunder.

14. Defendant, **H & H INTERIOR DESIGN INC.** expected or should reasonably have expected its acts and business activities to have consequences within the State of New York.

15. Defendant, **H & H INTERIOR DESIGN INC.** does and/or solicits business within the State of New York.

16. Defendant, **H & H INTERIOR DESIGN INC.** derives substantial revenues from goods used or consumed or services rendered in the State of New York.

17. Defendant, **H & H INTERIOR DESIGN INC.** derives substantial revenues from interstate or international commerce.

18. Defendant, **H & H INTERIOR DESIGN INC.** was and still is, a duly organized partnership existing and doing business under the laws of the State of New York.

19. Defendant, **H & H INTERIOR DESIGN INC.** was and still is, a duly organized proprietorship existing and doing business under the laws of the State of New York.

20. Upon information and belief, defendant **SABAN HOXHA**, is an individual who is believed to be an officer, manager, shareholder, owner, principal or person of responsibility of **H & H INTERIOR DESIGN INC.** and is responsible for the labor law compliance by defendant **H & H INTERIOR DESIGN INC.** as well as legal compliance generally.

21. Defendant **SABAN HOXHA** possesses or possessed operational control over Defendant Corporation, an ownership interest in Defendant Corporation, or controlled significant functions of Defendant Corporation.

22. Defendant **SABAN HOXHA** determined the wages and compensation of the employees of Defendant Corporation, including Plaintiffs, and established the schedules of the employees, maintained employee records and had the authority to hire and fire employees.

23. The Defendants participated in the day-to-day operations of the business and acted intentionally and maliciously and are "employers" pursuant to the New York Labor Law Sec. 2 and the regulations thereunder, as well as the FLSA, 29 U.S.C. §203(d) and regulations promulgated thereunder, 29 C.F.R. §791.2, and are jointly and severally liable with the Corporate Defendant.

24. The 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.

25. Each Defendant possessed substantial control over Plaintiffs' (and other similarly situated employees') working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiffs, and all similarly situated individuals, referred to herein.

26. Defendants jointly employed the Plaintiffs, and all similarly situated individuals, and are Plaintiffs' (and all similarly situated employees') employees within the meaning of the New York Labor Law and the 29 U.S.C. 201, *et seq.*

27. In the alternative, Defendants constitute a single employer of the Plaintiffs and/or similarly situated individuals.

28. Upon information and belief, individual defendant **SABAN HOXHA** operates Defendant Corporation as either an alter ego of himself, and/or fail to operate Defendant Corporation as a legal entity separate and apart from himself by, among other things:

- (a) Failing to adhere to the corporate formalities necessary to operate Defendant Corporation as a separate and legally distinct entity;
- (b) Defectively forming or maintaining Defendant Corporation by, among other things, failing to hold annual meetings or maintaining appropriate corporate records;
- (c) Transferring assets and debts freely as between all Defendants;
- (d) Operating Defendant Corporation for their own benefit as the sole or majority shareholders;

- (e) Operating Defendant Corporation for their own benefit and maintaining control over it as a closed corporation or closely controlled entity;
- (f) Intermingling assets and debts of their own with Defendant Corporation;
- (g) Diminishing and/or transferring assets of Defendant Corporation to protect their own interests; and
- (h) Other actions evincing a failure to adhere to the corporate form.

29. At all relevant times, the work performed by Plaintiffs and FLSA Collective Plaintiffs were directly essential to the business operated by Defendants.

30. The Plaintiffs have fulfilled all conditions precedent to the institution of this action and/or such conditions have been waived.

31. Plaintiffs bring claims for relief as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of themselves and all other similarly situated non-exempt employees within the meaning of the FLSA and New York Labor Law, who were currently and formally employed by Defendants on or after the date that is three or six years before the filing of the Complaint in this case as defined herein and under the New York Labor Law §§1190 and 650 *et seq.* and “overtime wage order” respectively codified at N.Y.C.R.R. Tit. 12 §146, including applicable liquidated damages, interest, attorneys’ fees and costs (“FLSA Collective Plaintiffs”).

32. At all relevant times, the Plaintiffs and the other FLSA Collective Plaintiffs are and have been similarly situated, have had substantially similar job requirements and pay provisions, and are and have been subjected to Defendants’ decisions, policies, plans, programs, practices, procedures, protocols, routines, and rules, all culminating in a willful failure and refusal to pay them minimum wage and overtime premium at the rate of one and one half times the

regular rate for work in excess of forty (40) hours per workweek. The claims of Plaintiffs stated herein are essentially the same as those of the other FLSA Collective Plaintiffs.

33. This collective action class is so numerous that joinder of all members is impracticable and they would not be likely to file individual suits because they lack adequate financial resources, access to attorneys or knowledge of their claims.

34. The claims for relief are properly brought under and maintained as an opt-in collective action pursuant to §16(b) of the FLSA, 29 U.S.C. 216(b). The FLSA Collective Plaintiffs are readily ascertainable. For purposes of notice and other purposes related to this action, their names and addresses are readily available from the Defendants. Notice can be provided to the FLSA Collective Plaintiffs via first class mail to the last address known to Defendants.

STATEMENT OF FACTS

35. At all relevant times, Defendants have been in the business of providing comprehensive residential and commercial construction services.

36. According to the New York Department of State- Division of Corporations filings, **SABAN HOXHA** is the Chief Executive Officer of **H & H INTERIOR DESIGN INC.**

37. Upon information and belief, Defendant **SABAN HOXHA** was present on the daily basis at **H & H INTERIOR DESIGN INC.** in which he has an office. He oversees the operations of the store, provides office materials for the employees, manages payroll, supervises employees and their work and implements the policies complained herein.

38. On or about November 1, 2005, Plaintiff, **MANUEL OLMEDO VELETANGA DELEG**, was hired by Defendants and/or their predecessors, as applicable, to work as a general

construction worker for their various work sites up until the end of his employment on October 19, 2016.

39. During the commencement of employment of Plaintiff by Defendants until the end of Plaintiffs employment on October 19, 2016, he worked well in excess of forty (40) hours per week, over ten (10) hours per day, seven (7) days a week, including holidays.

40. Plaintiff's duties included but were not limited to demolition, carpentry, plumbing, electrical duties, performing work with shirock, painting, and cleaning.

41. All relevant periods of his employment, Plaintiff was paid with the rate of pay that was supposed to be payment for forty (40) hours per week. The Plaintiff, upon information and belief, and the Collective Plaintiffs were not paid any overtime premiums for work in excess of forty (40) hours per week.

42. Plaintiff **MANUEL OLMEDO VELETANGA DELEG** was able to take his lunch break for half an hour every day. The time of his lunch break varied on the daily basis.

43. From the beginning of his employment period until the end of his employment period, Plaintiff's wages were not accompanied with any paystub, wage statement or any form of record showing his hours worked, rates of pay, or any other payment information.

44. Throughout Plaintiff's employment period, Defendants did not provide him with any method to track his time worked.

45. Plaintiff was not compensated at the statutory minimum wage for much of his employment or provide overtime premiums for all hours worked in excess of forty (40) hours per week.

46. Throughout Plaintiff's employment period, Plaintiff frequently worked in excess of (10) hours per day, yet Defendants failed to pay the spread of hour premiums.

47. At no point during MANUEL OLMEDO VELETANGA DELEG's employment did he ever receive a wage notice showing his hourly or overtime rate.

48. On or about August 25, 2005, Plaintiff, ESPIRITU VELETANGA was hired by Defendants and/or their predecessors, as applicable, to work as a general construction worker for their various work sites up until the present day.

49. During the commencement of employment of Plaintiff by Defendants, from August 25, 2005 until on or about July 10, 2015, he worked well in excess of forty (40) hours per week, over ten (10) hours a day, seven (7) days a week, including holidays. From July 11, 2015 until the present day, Plaintiff worked forty (40) hours per week, five (5) days a week, including holidays.

50. Plaintiff's duties included but were not limited to demolition, carpentry, plumbing, electrical duties, performing work with shirock, painting, and cleaning.

51. All relevant periods of his employment, Plaintiff was paid with the rate of pay that was supposed to be payment for forty (40) hours per week. The Plaintiff, upon information and belief, and the Collective Plaintiffs were not paid any overtime premiums for work in excess of forty (40) hours per week.

52. Plaintiff ESPIRITU VELETANGA was able to take his lunch break for half an hour every day. The time of his lunch break varied on the daily basis.

53. From the beginning of his employment period until the end of his employment period, Plaintiff's wages were not accompanied with any paystub, wage statement or any form of record showing his hours worked, rates of pay, or any other payment information.

54. Throughout Plaintiff's employment period, Defendants did not provide him with any method to track his time worked.

55. Plaintiff was not compensated at the statutory minimum wage for much of his employment or provide overtime premiums for all hours worked in excess of forty (40) hours per week.

56. Throughout Plaintiff's employment period, Plaintiff frequently worked in excess of ten (10) hours per day, yet Defendants failed to pay the spread of hour premiums.

57. At no point during *ESPIRITU VELETANGA* employment did he ever receive a wage notice showing his hourly or overtime rate.

58. At all relevant times, the Plaintiff worked and performed his services for and under the control and direction of the defendants.

59. It is understood that for all relevant periods, the per week rate of pay was supposed to be payment for forty (40) hours per week. The Plaintiffs and upon information and belief, the Collective Plaintiffs, were not paid any overtime premiums for work in excess of forty (40) hours per week.

60. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiffs the New York State overtime rate (of time and one-half) and the FLSA Collective Plaintiffs the FLSA overtime rate (of time and one-half) for work performed in excess of 40 hours per week.

61. Defendants knowingly and willfully operated their business with a policy of not paying the New York State "spread of hours" premium to Plaintiffs and other non-exempt employees.

62. Plaintiffs' work was performed in the normal course of the Defendants' business and was integrated into the business of Defendants.

63. The work performed by Plaintiffs required little skill and no capital investment.

64. Upon information and belief, throughout all relevant time periods and during the course of the Plaintiffs' employment and while the Defendants employed the Plaintiffs, Defendants failed to post or keep posted a notice explaining the overtime pay rights provided by the FLSA.

65. Plaintiffs retained Park & Sim Global Law Group LLP to represent them and have agreed to pay the firm a reasonable fee for its services.

STATEMENT OF CLAIM

COUNT I
VIOLATION OF THE FAIR LABOR STANDARDS ACT

66. Plaintiffs realleges and reavers Paragraphs 1 through 65 of this Complaint as if fully set forth herein.

67. At all relevant times, upon information and belief, Defendants were and continue to be employers engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207 (a). Further, Plaintiffs are covered individuals within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207 (a).

68. At all relevant times, Defendants employed Plaintiffs within the meaning of the FLSA.

69. Upon information and belief, at all relevant times, each of Defendants, H & H INTERIOR DESIGN INC. and SABAN HOXHA, had gross revenues in excess of \$500,000.00.

70. At all relevant times, the Defendants had a policy and practice of refusing to pay overtime compensation at the statutory rate of time and one-half to Plaintiffs and FLSA Collective Plaintiffs for their hours worked in excess of forty hours per workweek.

71. Defendants failed to pay Plaintiffs and FLSA Collective Plaintiffs overtime compensation in the lawful amount for hours worked in excess of the maximum hours provided for in the FLSA.

72. Records, if any, concerning the number of hours worked by Plaintiffs and FLSA Collective Plaintiffs and the actual compensation paid to Plaintiffs and FLSA Collective Plaintiffs are in the possession and custody of the Defendants. Plaintiffs and FLSA Collective Plaintiffs intend to obtain these records by appropriate discovery proceedings to be taken promptly in this case and, if necessary, will then seek leave of Court to amend this Complaint to set forth the precise amount due.

73. Defendants knew of and/or showed a willful disregard for the provisions of the FLSA as evidenced by their failure to compensate Plaintiffs and FLSA Collective Plaintiffs at the statutory rate of time and one-half for their hours worked in excess of forty (40) hours per week when Defendants knew or should have known such was due.

74. Defendants failed to properly disclose or apprise Plaintiffs of their rights under the FLSA. No notification, either in the form of posted notices or other means, was ever given to Plaintiffs regarding overtime and wages under FLSA.

75. As a direct and proximate result of Defendants' willful disregard of the FLSA, Plaintiffs are entitled to liquidate damages pursuant to the FLSA.

76. Due to the intentional, willful and unlawful acts of Defendants, Plaintiffs suffered damages, plus an equal amount as liquidated damages.

77. Plaintiffs are entitled to an award of his reasonable attorneys' fees and costs pursuant to 29 U.S.C §216(b).

COUNT II
VIOLATION OF THE NEW YORK LABOR LAW

78. Plaintiffs reallege and reaver Paragraphs 1 through 77 of this Complaint as if fully set forth herein.

79. At all relevant times, Plaintiffs were employed by the Defendants within the meaning of the New York Labor Law, §§2 and 651.

80. Defendants willfully violated Plaintiffs' rights by failing to pay Plaintiffs overtime compensation at rates not less than one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek.

81. Defendants willfully violated Plaintiff's rights by failing to pay Plaintiff minimum wages in the lawful amount for hours worked.

82. Defendants never provided Plaintiffs with written notice, in English and in Spanish, of his rate of pay, employer's regular pay day, and such other information as required by New York Labor Law 195(1).

83. Defendants did not provide Plaintiffs, and other similarly situated workers, with an accurate statement of wages with each payment of wages, as required by New York Labor Law 195(3). Defendants failed to provide Plaintiffs and others similarly situated with wage statements at the time of payment of wages, containing the dates of work covered for that payment of wages; name of employees, 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 New York Labor Law 195(3).

84. Defendants willfully violated Plaintiffs' rights by failing to pay "spread of hours" premium to Plaintiffs for each workday that exceeded ten (10) or more hours.

85. Defendants knowingly and willfully operated their business with a policy of not providing a proper wage statement to Plaintiffs and other non-exempt employees, in violation of the New York Labor Law.

86. Defendants knowingly and willfully operated their business with a policy of not providing a proper wage notice to Plaintiffs and other non-exempt employees at the beginning of employment and annually thereafter, in violation of the New York Labor Law.

87. Due to the Defendants' New York Labor Law violations, Plaintiffs are entitled to recover from Defendants their unpaid overtime, unpaid minimum wages, unpaid "spread of hours" Premium, statutory penalties, damages for unreasonably delayed payments, reasonable attorneys' fees, and costs and disbursements of the action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court grant the following relief:

- a. A declaratory judgment that the practices complained of herein are unlawful under the New York Labor Law and the FLSA;
- b. 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;
- c. An award of unpaid overtime compensation due under the New York Labor Law and the FLSA in an amount to be determined at trial;
- d. An award of unpaid minimums wages due under the New York Labor

- Law and the FLSA in an amount to be determined at trial;
- e. An award of unpaid "spread of hours" premium due under the New York Labor Law in an amount to be determined at trial;
 - f. An award of liquidated damages as a result of Defendants' willful failure to pay overtime compensation, minimum wages and "spread of hours" premium pursuant to the New York Labor Law;
 - g. An award of liquidated damages in an amount equal to 100% of their damages as a result of Defendants' willful failure to pay overtime compensation and minimum wages pursuant to 29 U.S.C. § 216;
 - h. An award of lost wages, benefits and other remuneration in an amount to be determined at trial;
 - i. An award of punitive damages as a result of Defendants' gross, wanton or willful fraud, dishonesty and malicious wrongdoing;
 - j. An award of statutory penalties, and prejudgment and post judgment interest;
 - k. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
 - l. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury on all issue so triable as of right by jury.

Dated: December 12, 2016

Respectfully submitted,



Sang J. Sim, Esq. [ssim3467]
Park & Sim Law Group LLP
39-01 Main Street, Suite 608
Flushing, NY 11354
Tel: (718) 445-1300
Fax: (718) 445-8616
petersimesq@yahoo.com
*Attorneys for Plaintiffs and FLSA Collective
Plaintiffs*

JS 44 (Rev. 07/16)

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
 MANUEL OLMEDO VELETANGA DELEG and ESPIRITU VELETANGA,
 Individually and on BEHALF OF ALL OTHER COLLECTIVE PERSONS
 SIMILARLY SITUATED,

DEFENDANTS
 H & H INTERIOR DESIGN INC. and SABAN HOXHA, Jointly and
 Severally,

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

County of Residence of First Listed Defendant Queens County
 (IN U.S. PLAINTIFF CASES ONLY)

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

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

Attorneys (If Known)

Park & Sim Law Group LLP
 39-01 Main Street, Suite 608, Flushing, NY 11354
 718-445-1300

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)

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

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 also known as Fair Labor Standards Act
 Brief description of cause:
Unpaid overtime, Unpaid wages, Liquidated/Punitive damages

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 12/15/16 SIGNATURE OF ATTORNEY OF RECORD

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, Sang J. Sim, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

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

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

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

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

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

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

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court. Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: 

UNITED STATES DISTRICT COURT
for the
Eastern District of New York

<p>MANUEL OLMEDO VELETANGA DELEG and ESPIRITU VELETANGA, Individually and on BEHALF OF ALL OTHER COLLECTIVE PERSONS SIMILARLY SITUATED,</p> <p>Plaintiffs,</p> <p>v.</p> <p>H & H INTERIOR DESIGN INC. and SABAN HOXHA, Jointly and Severally,</p> <p>Defendants.</p>	<p>Civil Action No. 1:16-cv-06955</p>
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SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* H & H INTERIOR DESIGN INC..
67-67 78TH, APT. 1.
MIDDLE VILLAGE, NEW YORK 11379

SABAN HOXHA
67-67 78TH, APT. 1.
MIDDLE VILLAGE, NEW YORK 11379

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:

Park & Sim Global Law Group LLP
39-01 Main Street, Suite 608
Flushing, NY 11354
(718) 445-1300

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You must also file your answer or motion with the court.

CLERK OF THE COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [NY Interior Design Co., Owner Hit with FLSA Suit](#)
