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7 *Attorneys for the Plaintiff*

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

10 Minas Diakakis, *on behalf of himself and*)
11 *others similarly situated,*)

Civil Case No.:

12 *Plaintiff,*)

FLSA COLLECTIVE ACTION

13 -v-)

COMPLAINT

14 Superior Stone & Interiors, LLC, Konstantinos)
15 Manasakis, and Markos Theodorakis, *jointly*)
16 *and severally,*)
17 *Defendants.*)

18 **NATURE OF THE ACTION**

19 1. Plaintiff Minas Diakakis ("Plaintiff"), brings this action under the Fair Labor
20 Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et. seq.* in order to remedy Defendants' wrongful
21 withholding of Plaintiff's lawfully earned wages and overtime compensation. Plaintiff also
22 brings these claims under New York Labor Law ("NYLL"), Article 6, §§ 190 *et seq.*, and
23 Article 19 §§ 650 *et seq.* as well as the supporting New York State Department of Labor
24 Regulations for violations of minimum wages, overtime wages, spread-of-hours pay and notice
25 and record-keeping requirements. Finally, Plaintiff brings a claim for breach of contract.
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SUMMARY

1
2 2. Plaintiff was employed by Defendants, Superior Stone & Interiors, LLC,
3 Konstantinos Manasakis, and Markos Theodorakis as a mason.

4 3. Defendants have repeatedly deprived Plaintiff of his minimum and overtime
5 compensation and his spread-of-hours pay.

6
7 4. Prior to the commencement of his employment, there was a verbal agreement
8 between Plaintiff and Defendants that he would be remunerated at a rate of \$65 per hour for all
9 his hours of work.

10 5. Plaintiff was employed for a total of three (3) weeks in which he received no
11 payment at all for his work.

12 6. Plaintiff worked approximately 60 hours per week.

13 7. Defendants engaged in their unlawful conduct pursuant to a corporate policy of
14 minimizing labor costs and denying employees compensation by knowingly violating the
15 FLSA and NYLL.
16

17 8. As a result of Defendants' actions, Plaintiff has suffered great hardship and
18 damages.
19

20 9. Defendants' conduct extended beyond Plaintiff to all other similarly situated
21 employees. Plaintiff seeks certification of his FLSA claims as a collective action on behalf of
22 himself individually and those other similarly situated employees and former employees of
23 Defendants pursuant to 29 U.S.C. § 216 (b).
24

25 **JURISDICTION AND VENUE**

26 **Federal Question Jurisdiction and Supplemental Jurisdiction**

27 10. This Court has original subject matter jurisdiction over this action under 28
28

1 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,
2 namely, the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* Additionally, this Court also
3 has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367(a).

4 **Personal Jurisdiction**

5 11. This Court may properly maintain personal jurisdiction over Defendants under
6 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and
7 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply
8 with traditional notions of fair play and substantial justice.

9
10 **Venue**

11 12. Venue is proper in the Eastern District of New York under 8 U.S.C. §§ 1391 (b)
12 (1) and (2) because Defendants reside and conduct business in this judicial district and because
13 a substantial part of the acts or omissions giving rise to the claims set forth herein occurred in
14 this judicial district.

15
16 **THE PARTIES**

17 **Plaintiff**

18 **Minas Diakakis**

19 13. Plaintiff Minas Diakakis ("Diakakis") is an adult individual residing in the state
20 of New York, County of Bronx.

21 14. Diakakis is a covered employee within the meaning of the FLSA, 29 U.S.C. §
22 203(e) and the NYLL § 190.

23 15. Diakakis was employed as a mason at Superior Stone & Interiors, LLC, owned
24 by Defendants, located at 15 Catherine Avenue, Franklin Square NY 11010.

25 16. Diakakis worked for Defendants in August 2016 for three weeks.

1 17. Diakakis regularly handled goods in interstate commerce, such as marble and
2 tiles imported from outside the State of New York.

3 18. Prior to the commencement of his employment, there was a verbal agreement
4 between Plaintiff and Defendants that he would be remunerated at a rate of \$65 per hour for all
5 his hours of work.

6 19. For the three week period in August, Diakakis worked an average of 12 hours
7 per day from 7:00 a.m. to 7:00 p.m. amounting to 60 hours per week.

8 20. Specifically, Diakakis would arrive to Defendant's store in Franklin Square
9 around 7:00 a.m. where he would cut the marble and load the truck with the supplies required
10 for the day's job. He then would drive from Long Island to the job site located at 834 Fifth
11 Avenue New York, NY 10065, where he would install the marble on the floor and walls of
12 bathrooms until 4:00 p.m. Diakakis would then drive back to Defendants' store in Franklin
13 Square to perform additional work and he would leave the store around 7:00 p.m.

14 21. Diakakis' schedule was set by Defendants Konstantinos Manasakis and Markos
15 Theodorakis.

16 22. Throughout this entire period, Diakakis was not paid at all for his regular or
17 overtime hours worked, nor was he given any spread-of-hours pay.

18 23. As a result of non-payment, he was forced to quit his employment.

19 24. Ever since his resignation, he repeatedly asked to be paid his wages but he was
20 not paid anything.

21 25. Diakakis was not provided with a notice containing the rate and basis of his pay;
22 the designated pay date; and the employer's name, address and telephone number at the time of
23 hiring or at any point thereafter.
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1 26. Diakakis was never provided with wage statements detailing dates worked,
2 money received and the employer's details at any point during the time of his employment with
3 Defendants.

4 27. Upon information and belief, while Defendants employed Diakakis, they failed
5 to post notices explaining the minimum wage rights of employees under the FLSA and NYLL
6 and failed to inform Diakakis of such rights.
7

8 28. Throughout the duration of his employment, Diakakis did not have any
9 supervisory authority nor did he exercise discretion or independent judgment with respect to
10 matters of significance.

11 29. Diakakis consented in writing to be a party to the FLSA claims in this action,
12 pursuant to 29 U.S.C. §216(b).
13

14 30. Diakakis has knowledge of other individuals who were not paid their regular
15 and overtime wages while working for Defendants.
16

17 **Defendants**

18 31. At all relevant times, Individual and Corporate Defendants were joint employers
19 of Plaintiff, acted in the interest of each other with respect to the restaurant's employees, and had
20 common policies and practices as to wages and hours, pursuant to 29 C.F.R. § 791.2. Factors
21 indicating joint employment include:
22

- 23 a. Defendants all suffered or permitted Plaintiff to work.
24 b. Each of the Defendants acted directly or indirectly in the interest of one another in
25 relation to Plaintiff and similarly situated employees.
26 c. Defendants each have an economic interest in Corporate Defendant in which
27 Plaintiff and similarly situated employees worked.
28 d. Defendants all simultaneously benefitted from Plaintiff's work.

1 e. Defendants each had functional and/or formal control over the terms and
2 conditions of work of Plaintiff and similarly situated employees.

3 f. Plaintiff and similarly situated employees performed work integral to
4 Corporate Defendant's operation.

5 32. In the alternative, Defendants functioned together as a single integrated employer
6 of Plaintiff within the meaning of the FLSA and NYLL.

7 **(Corporate Defendant)**

8 **Superior Stone & Interiors, LLC**

9
10 33. Superior Stone & Interiors, LLC ("Superior Stone") is a domestic corporation
11 formed on October 27, 2014, organized and existing under the laws of the State of New York.

12 34. Superior Stone owns and operates a marble stone fabrication and installation
13 business located at 15 Catherine Avenue, Franklin Square NY 11010.

14 35. Superior Stone employs numerous full-time employees and is involved in many
15 upscale commercial projects throughout New York City.

16 36. At all relevant times, Superior Stone was a covered employer within the
17 meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.

18 37. At all relevant times, Superior Stone maintained control, oversight, and
19 direction over the Plaintiff, including timekeeping, payroll and other employment practices that
20 applied to him.

21 38. At all relevant times, Superior Stone was "an enterprise engaged in commerce"
22 within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its employees were
23 handling marble stone imported out of state and distributed in New York. In addition, Superior
24 Stone conducted business with vendors and other businesses outside the state of New York and
25 engaged in credit card transactions involving banks and other institutions outside the state of
26
27
28

1 New York.

2 39. Upon information and belief, at all relevant times, Superior Stone's annual gross
3 volume of sales made, or business done, was not less than \$500,000.00, exclusive of separate
4 retail excise taxes, within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(a)(ii).

5
6 **(Individual Defendants)**

7 **Konstantinos Manasakis**

8 40. Upon information and belief, at all relevant times, Konstantinos Manasakis
9 "Manasakis" was the owner, principal, authorized operator, manager, shareholder and/or agent
10 of Corporate Defendant.

11 41. At all relevant times throughout Plaintiff's employment, Manasakis had the
12 discretionary power to create and enforce personnel decisions on behalf of the Corporate
13 Defendant, including but not limited to: hiring and terminating employees; setting and
14 authorizing issuance of wages; maintaining employee records; setting Plaintiff's schedule;
15 negotiating Plaintiff's rate of pay; instructing, supervising and training Plaintiff; and otherwise
16 controlling the terms and conditions for the Plaintiff while he was employed by Defendants.
17

18 42. At all relevant times throughout Plaintiff's employment, Manasakis was
19 actively involved in the day-to-day operations of the Corporate Defendant.
20

21 43. At all relevant times throughout Plaintiff's employment, Manasakis was a
22 "covered employer" within the meaning of the FLSA and the NYLL, and employed or jointly
23 employed Plaintiff, and is personally liable for the unpaid wages sought herein, pursuant to 29
24 U.S.C. § 203(d).
25

26 **Markos Theodorakis**

27 44. Upon information and belief, at all relevant times, Markos Theodorakis
28

1 ("Theodorakis") was a co-owner, principal, authorized operator, manager, shareholder and/or
2 agent of Corporate Defendant.

3 45. At all relevant times throughout Plaintiff's employment, Theodorakis had the
4 discretionary power to create and enforce personnel decisions on behalf of the Corporate
5 Defendants, including but not limited to: hiring and terminating employees; setting and
6 authorizing issuance of wages; maintaining employee records; setting Plaintiff's schedule;
7 negotiating Plaintiff's rate of pay; instructing, training and supervising Plaintiff; and otherwise
8 controlling the terms and conditions for the Plaintiff while he was employed by Defendants.
9

10 46. At all relevant times throughout Plaintiff's employment, Theodorakis was
11 actively involved in the day-to-day operations of the Corporate Defendant.
12

13 47. At all relevant times throughout Plaintiff's employment, Theodorakis was a
14 "covered employer" within the meaning of the FLSA and the NYLL, and employed or jointly
15 employed Plaintiff, and is personally liable for the unpaid wages sought herein, pursuant to 29
16 U.S.C. § 203(d).
17

18 **COLLECTIVE ACTION ALLEGATIONS**

19 48. Pursuant to 29 U.S.C. §§ 203, 206, 207 and 216(b), Plaintiff brings his
20 First and Second Causes of Action as a collective action under the FLSA on behalf of himself
21 and the following collective:

22 All persons employed by Defendants at any time since October 22,
23 2013 and through the entry of judgment in this case (the
24 "Collective Action Period") who worked as helpers, stone cutters,
25 and all other non-exempt employees (the "Collective Action
26 Members").
27
28

1 56. Defendants failed to pay Plaintiff, and the Collective Action Members, their
2 earned minimum wages for all hours worked to which they were entitled to under the FLSA.

3 57. In fact, Defendants did not pay the Plaintiff at all for his hours worked.

4 58. As a result of Defendants' violations of the FLSA, Plaintiff and the Collective
5 Action Members have suffered damages by being denied minimum wages in accordance with
6 the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts,
7 liquidated damages, reasonable attorneys' fees, costs, and other compensation pursuant to 29
8 U.S.C. § 216 (b).
9

10 59. Defendants' unlawful conduct, as described in this Complaint, has been willful
11 and intentional. Defendants were aware, or should have been aware, that the practices
12 described in this Complaint were unlawful.
13

14 60. Defendants have not made a good faith effort to comply with the FLSA with
15 respect to the compensation of the Plaintiff and the Collective Action Members.
16

17 61. Defendants failed to post or keep posted conspicuous notices of Plaintiff's rights
18 as required by the U.S. Department of Labor pursuant to 29 C.F.R. § 516.4, further evincing
19 Defendants' lack of good faith.

20 62. Because Defendants' violations of the FLSA have been willful, a three-year
21 statute of limitations applies pursuant to 29 U.S.C. § 255(a).
22

23 **SECOND CAUSE OF ACTION**

24 **Fair Labor Standards Act – Unpaid Overtime Wages**

25 63. Plaintiff and the Collective Action Members reallege and incorporate by reference
26 the allegations made in all preceding paragraphs as if fully set forth herein.
27
28

1 71. From December 31, 2015 onwards, the minimum hourly wage in the State of
2 New York is \$9.00 pursuant to NYLL § 652 and the New York State Department of Labor
3 Regulations, 12 N.Y.C.R.R. Part 142-2.1.

4 72. Defendants were required to pay Plaintiff no less than the applicable statutory
5 minimum wage for all hours worked under the NYLL § 652 and the supporting New York
6 State Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.1.

7 73. Through their knowing and intentional failure to pay any wages to Plaintiff,
8 Defendants have violated the NYLL Article 19, §§ 650 *et seq.*, and 12 N.Y.C.R.R. Part 142-
9 2.1.
10

11 74. Defendants also failed to post conspicuous notices of the Plaintiff's rights under
12 the law, as required by the NYLL § 661 and the New York State Department of Labor
13 Regulations, 12 N.Y.C.R.R. Part 142-2.8, further evincing Defendants' lack of good faith.
14

15 75. Defendants' failure to pay Plaintiff at least at minimum wage was willful within
16 the meaning of NYLL § 663.
17

18 76. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
19 Defendants his unpaid minimum wages, liquidated damages as provided for by the NYLL,
20 reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to
21 NYLL § 198 (1-a).
22

23 **FOURTH CAUSE OF ACTION**

24 **New York Labor Law – Unpaid Overtime Wages**

25 77. Plaintiff realleges and incorporates by reference all allegations in all preceding
26 paragraphs.
27
28

1 78. The overtime wage provisions as set forth in NYLL §§ 190 *et seq.* and the
2 supporting New York State Department of Labor Regulations apply to Defendants and protect
3 Plaintiff.

4 79. Defendants have failed to pay Plaintiff proper overtime which he was entitled to
5 at a wage rate of one and one-half times his regular rate but under no instance less than one and
6 one-half times the statutory minimum wage as defined by the New York State Department of
7 Labor regulations, 12 N.Y.C.R.R. Part 142-2.2.

8 80. Through their knowing or intentional failure to pay Plaintiff proper overtime
9 wages for hours worked in excess of forty (40) hours per workweek, Defendants have violated
10 the NYLL §§ 190 *et seq.*, and the supporting New York State Department of Labor
11 Regulations.
12

13 81. Defendants' failure to pay Plaintiff overtime compensation was willful within the
14 meaning of NYLL § 663.
15

16 82. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
17 Defendants their unpaid overtime wages, liquidated damages as provided for by the NYLL,
18 reasonable attorneys' fees and costs of the action, pre-judgment and post-judgment interest,
19 pursuant to NYLL § 198 (1-a).
20

21 **FIFTH CAUSE OF ACTION**

22 **New York Labor Law – Spread-of-Hours Pay**

23 64. Plaintiff realleges and incorporates by reference all allegations in all preceding
24 paragraphs.
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1 telephone number of the employer, and anything otherwise required by law, in violation of
2 NYLL § 195(1).

3 85. Due to Defendants' violations of the NYLL § 195(1), Plaintiff is entitled to
4 recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the
5 violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL §
6 198 (1-b).
7

8 **SEVENTH CAUSE OF ACTION**

9 **New York Labor Law– Failure to Provide Wage Statements**

10 86. Plaintiff realleges and incorporates by reference all allegations in all preceding
11 paragraphs.
12

13 87. Defendants have failed to provide Plaintiff with wage statements listing his rate
14 of pay; basis of pay; the period covered; and overtime pay, in violation of NYLL § 195(3).

15 88. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from
16 Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per workday that the
17 violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL §
18 198 (1-d).
19

20 **EIGHTH CAUSE OF ACTION**

21 **New York State Common Law - Breach of contract**

22 89. Plaintiff realleges and incorporates by reference all allegations in all preceding
23 paragraphs.
24

25 90. An enforceable agreement existed between Plaintiff and Defendants whereby
26 Plaintiff agreed to perform work for Defendants and, in turn, be remunerated at a rate of sixty-
27 five Dollars (\$65) per hour for all hours worked.
28

1 D. Unpaid minimum and overtime wages, and spread-of-hours pay under NYLL,
2 and an additional and equal amount as liquidated damages pursuant to NYLL § 198(1-a) and §
3 663(1);

4 E. Civil penalties of One Thousand One Hundred Dollars (\$1,100) for each of
5 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);
6

7 F. An award of statutory damages for Defendants' failure to provide Plaintiff with
8 a wage notice at the time of hiring pursuant to NYLL § 198 (1-b);

9 G. An award of statutory damages for Defendants' failure to provide Plaintiff with
10 wage statements pursuant to NYLL § 198 (1-d);
11

12 H. Compensatory damages due to Defendants' breach of contract in an amount to
13 be determined at trial;

14 I. A permanent injunction requiring Defendants to pay all statutorily required
15 wages pursuant to the FLSA and NYLL;

16 J. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b), are not awarded,
17 an award of prejudgment interest pursuant to 28 U.S.C. § 1961;
18

19 K. An award of pre-judgment interest of nine per centum per annum (9%) pursuant
20 to the New York Civil Practice Law and Rules §§ 5001-5004;

21 L. An award of post-judgment interest pursuant to 28 U.S.C. § 1961 and/or the
22 New York Civil Practice Law and Rules § 5003;

23 M. An award of attorney's fees, costs, and further expenses up to fifty dollars,
24 pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);
25

26 N. Such other relief as this Court shall deem just and proper.
27
28

1 Dated: Astoria, New York
2 October 22, 2016

3 Respectfully submitted,
4 **PARDALIS & NOHAVICKA, LLP**

5
6 By: /s/Ariadne Panagopoulou
7 Ariadne Panagopoulou (AP-2202)
8 *Attorneys for the Plaintiff*
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NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against Superior Stone & Interiors LLC and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section §216(b). I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 10/7/2016

Signature



Minas Diakakis

Print

3032 Irving Avenue
Bronx NY 10403

Address

917 565 1828

Telephone

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

Minas Diakakis, on behalf of himself and others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Pardalis & Nonavicka LLC
35-10 Broadway, Suite 204, Astoria, NY 11106;
Tel: 718-777-0400

DEFENDANTS

Superior Stone & Interiors, LLC, Konstantinos Manasakis, Markos Theodorakis, jointly and severally

County of Residence of First Listed Defendant Nassau
(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
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

- | | | | | | |
|---|--|---|---|---|--|
| <ul style="list-style-type: none"> <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 | <p>PERSONAL INJURY</p> <ul style="list-style-type: none"> <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 | <p>PERSONAL INJURY</p> <ul style="list-style-type: none"> <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 <p>PERSONAL PROPERTY</p> <ul style="list-style-type: none"> <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 | <ul style="list-style-type: none"> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other | <ul style="list-style-type: none"> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark | <ul style="list-style-type: none"> <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 |
| <ul style="list-style-type: none"> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | <p>OTHER RIGHTS</p> <ul style="list-style-type: none"> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | <p>Habeas Corpus:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | <ul style="list-style-type: none"> <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 | <ul style="list-style-type: none"> <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)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <ul style="list-style-type: none"> <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 USC §§ 201 et. seq.
Brief description of cause:
Unpaid minimum and overtime wages

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 200,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10/22/2016 SIGNATURE OF ATTORNEY OF RECORD [Signature]

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, Ariadne Panagopoulou, 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? 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
 - 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: Ariadne

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Minas Diakakis, on behalf of himself and others
similarly situated,

Plaintiff(s)

v.

Superior Stone & Interiors, LLC, Konstantinos
Manasakis, and Markos Theodorakis, jointly and
severally

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

- To: (Defendant's name and address) 1. Superior Stones & Interiors, LLC - 15 Catherine Avenue, Franklin Square NY 11010
2. Konstantinos Manasakis - 15 Catherine Avenue, Franklin Square NY 11010
3. Markos Theodorakis - 15 Catherine Avenue, Franklin Square NY 11010

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:

Pardalis & Nohavicka, LLP
3510 Broadway, Suite 201
Astoria, NY 11106

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

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Superior Stone & Interiors Hit with FLSA Class Action](#)
