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

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CESAR REYES GOMEZ, LUCAS GALINDO
ORTIZ, MANUEL GALINDO, SIXTO GALINDO
and ZEFERINO HERNANDEZ, *individually and on
behalf of others similarly situated,*

COMPLAINT

Plaintiffs,

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

-against-

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET
IMERI and BRUNO DOE,

ECF Case

Defendants.

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Cesar Reyes Gomez, Lucas Galindo Ortiz, Manuel Galindo, Sixto Galindo and Zeferino Hernandez (“Plaintiffs”), individually and on behalf of others similarly situated, by and through their attorneys, Michael Faillace & Associates, P.C., upon their knowledge and belief, and as against NY NJ Restoration Inc. (d/b/a NY NJ Restoration) (“Defendant Corporation”), Edmund Imeri, Izet Imeri and Bruno Doe (“Individual Defendants”) (collectively “Defendants”), allege as follows:

NATURE OF THE ACTION

1. Plaintiffs are former employees of Defendants NY NJ Restoration Inc. (d/b/a NY NJ Restoration), Edmund Imeri, Izet Imeri and Bruno Doe.
2. Defendants own, operate, and/or control a construction company located at 1915 Bath Ave, Brooklyn, NY 11214 and with its principal place of business located at 132 Fieldstone Rd., Staten Island, New York, 10314.

3. Plaintiffs were employed as construction workers in construction projects around New York City.

4. At all relevant times, Plaintiffs worked for Defendants in excess of 40 hours per week, without appropriate minimum wage and/or overtime compensation for the hours per week that they worked.

5. Rather, Defendants failed to maintain accurate recordkeeping of their hours worked and failed to pay Plaintiffs appropriately for any hours they worked over 40.

6. Further, Defendants failed to pay Plaintiffs the required “spread of hours” pay for any day in which they worked over 10 hours per day.

7. Defendants’ conduct extended beyond the Plaintiffs to all other similarly situated employees.

8. At all times relevant to this Complaint, Defendants maintained a policy and practice of requiring Plaintiffs and other employees to work in excess of forty (40) hours per week without providing them the minimum wage rate, overtime compensation and spread of hours pay required by federal and state law and regulations.

9. Plaintiffs now bring this action on behalf of themselves, and other similarly situated individuals, for unpaid minimum an overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.* (“FLSA”), and for violations of the N.Y. Labor Law §§ 190 *et seq.* and 650 *et seq.* (the “NYLL”), and the “spread of hours” and overtime wage orders of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. Tit. 12, § 146-1.6 (herein the “Spread of Hours Wage Order”), including applicable liquidated damages, interest, attorneys’ fees, and costs.

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

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction pursuant to 29 U.S.C. § 216(b) (FLSA), 28 U.S.C. § 1337 (interstate commerce) and 28 U.S.C. § 1331 (federal question). Supplemental jurisdiction over Plaintiffs' state law claims is conferred by 28 U.S.C. § 1367(a).

12. Venue is proper in this District under 28 U.S.C. § 391(b) and (c) because all or a substantial part of the events or omissions giving rise to the claims occurred in this district, Defendants operate their businesses in this district, and Plaintiffs were employed by Defendants in this district.

THE PARTIES

Plaintiffs

13. Plaintiff Cesar Reyes Gomez is an adult individual residing in Kings County, New York. He was employed by Defendants from approximately May 2016 until on or about June 19, 2017.

14. Plaintiff Lucas Galindo Ortiz is an adult individual residing in New York County, New York. He was employed by Defendants from approximately June 1, 2014 until on or about June 19, 2017.

15. Plaintiff Manuel Galindo is an adult individual residing in New York County, New York. He was employed by Defendants from approximately 2009 until on or about June 19, 2017.

16. Plaintiff Sixto Galindo is an adult individual residing in New York County, New York. He was employed by Defendants from approximately June 2016 until on or about June 19, 2017.

17. Plaintiff Zeferino Hernandez is an adult individual residing in Richmond County, New York. He was employed by Defendants from approximately February 2012 until on or about June 19, 2017.

18. Plaintiffs seek to represent a class of similarly situated individuals under 29 U.S.C. 216(b).

Defendants

19. At all times relevant to this Complaint, Defendants owned, operated, and/or controlled a construction company located at 1915 Bath Ave, Brooklyn, NY 11214 and with its principal place of business located at 132 Fieldstone Rd., Staten Island, New York, 10314, under the name NY NJ Restoration.

20. Upon information and belief, NY NJ Restoration Inc., (d/b/a NY NJ Restoration), is a domestic corporation organized and existing under the laws of the state of New York. NY NJ Restoration Inc. maintains its principal place of business at 132 Fieldstone Rd., Staten Island, New York, 10314.

21. Defendant Edmund Imeri is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant Edmund Imeri is sued individually in his capacity as, on information and belief, an owner, officer and/or agent of Defendant Corporation. Upon information and belief, Defendant Edmund Imeri possesses or possessed operational control over Defendant Corporation, possesses or possessed an ownership interest in Defendant Corporation, and controls or controlled significant functions of Defendant Corporation.

22. Defendant Edmund Imeri determined the wages and compensation of the employees of Defendants, including Plaintiffs, and established the schedules of the employees, maintained employee records, and had the authority to hire and fire employees. Defendant Izet Imeri is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant Izet Imeri is sued individually in his capacity as, on information and belief, an owner, officer and/or agent of Defendant Corporation. Upon information and belief, Defendant Izet Imeri possesses or possessed operational control over Defendant Corporation, possesses or possessed an ownership interest in Defendant Corporation, and controls or controlled significant functions of Defendant Corporation. Defendant Izet Imeri determined the wages and compensation of the employees of Defendants, including Plaintiffs, and established the schedules of the employees, maintained employee records, and had the authority to hire and fire employees.

23. Defendant Bruno Doe is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant Bruno Doe is sued individually in his capacity as, on information and belief, an owner, officer and/or agent of Defendant Corporation. Upon information and belief, Defendant Bruno Doe possesses or possessed operational control over Defendant Corporation, possesses or possessed an ownership interest in Defendant Corporation, and controls or controlled significant functions of Defendant Corporation. Defendant Bruno Doe determined the wages and compensation of the employees of Defendants, including Plaintiffs, and established the schedules of the employees, maintained employee records, and had the authority to hire and fire employees.

FACTUAL ALLEGATIONS

Defendants Constitute Joint Employers

24. Defendants operate a construction company under the name “NY NJ Restoration”, which performs construction projects in and around New York City.

25. Upon information and belief, individual defendants Edmund Imeri, Izet Imeri and Bruno Doe possess operational control over Defendant Corporation, possess an ownership interest in Defendant Corporation, and control significant functions of Defendant Corporation.

26. 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.

27. 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.

28. Defendants jointly employed Plaintiffs, and all similarly situated individuals, and are their (and all similarly situated individuals') employers within the meaning of 29 U.S.C. §§ 201 *et seq.* and the NYLL.

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

30. Upon information and belief, individual defendants Edmund Imeri, Izet Imeri and Bruno Doe operate Defendant Corporation as either an alter ego of themselves, and/or fail to operate Defendant Corporation as an entity legally separate and apart from themselves, 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 held controlled entity;
- f. intermingling assets and debts of their own with Defendant Corporation;
- g. diminishing and/or transferring assets to protect their own interests; and
- h. other actions evincing a failure to adhere to the corporate form.

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

32. In each year from 2011 to 2017, Defendants, both separately and jointly, had a gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

33. In addition, upon information and belief, Defendants and/or their enterprise were directly engaged in interstate commerce. For example, numerous items that were used daily at NY NJ Restoration, such as wall tapering tools, sand paper and other tools were produced outside the state of New York.

Individual Plaintiffs

34. Plaintiffs are former employees of Defendants, and worked as construction workers.

35. Plaintiffs seek to represent a class of similarly situated individuals under 29 U.S.C. 216(b).

Plaintiff Cesar Reyes Gomez

36. Plaintiff Reyes was employed by Defendants from approximately May 2016 until on or about June 19, 2017.

37. Plaintiff Reyes worked as a construction worker.

38. Plaintiff Reyes regularly handled goods produced in interstate commerce, such as construction tools, sandpaper and other tools produced outside the state of New York.

39. Plaintiff Reyes' work duties required neither discretion nor independent judgment.

40. Plaintiff Reyes regularly worked in excess of 40 hours per week.

41. From approximately May 2016 until on or about June 19, 2017, Plaintiff Reyes worked single shifts from approximately 8:00 a.m. until on or about 7:00 p.m. six or seven days per week (typically 66 to 77 hours per week).

42. Throughout his employment with Defendants, Plaintiff Reyes was paid his wages in cash.

43. From approximately May 2016 until on or about August 2016, defendants paid Plaintiff Reyes a fixed salary of \$120 per day.

44. From approximately August 2016 until on or about November 2016, Defendants paid Plaintiff Reyes a fixed salary of \$140 per day.

45. From approximately November 2016 until on or about June 19, 2017, Defendants paid Plaintiff Reyes a fixed salary of \$150 per day.

46. Plaintiff Reyes' wages did not vary regardless of how many additional hours he worked in a week.

47. For example, Defendants required Plaintiff Reyes regularly to continue working 2 hours past his scheduled departure time and did not compensate him for the additional time they required him to work.

48. Defendants only granted Plaintiff Reyes 15-minutes meal breaks which he could only take whenever he was not busy.

49. Defendants failed to maintain a recordkeeping system that would accurately reflect Plaintiff Reyes' actual hours worked.

50. Plaintiff Reyes was not required to keep track of his time, nor to his knowledge did the Defendants utilize any time tracking device such as punch cards, that accurately reflected his actual hours worked.

51. Prior to approximately October 2015, Defendants did not provide Plaintiff Reyes with each payment of wages, a statement of wages as required by NYLL 195(3).

52. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Reyes regarding overtime and wages under the FLSA and NYLL.

53. Defendants never gave any notice to Plaintiff Reyes, in English and in Spanish (Plaintiff Reyes' primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

54. Defendants required Plaintiff Reyes to purchase "tools of the trade" with his own funds—including one pair of gloves per week and one mask every day.

Plaintiff Lucas Galindo Ortiz

55. Plaintiff Lucas was employed by Defendants from approximately June 1, 2014 until on or about June 19, 2017.

56. Plaintiff Lucas worked as a construction helper.

57. Plaintiff Lucas regularly handled goods produced in interstate commerce, such as construction equipment, sandpaper and other tools produced outside the state of New York.

58. Plaintiff Lucas' work duties required neither discretion nor independent judgment.

59. Plaintiff Lucas regularly worked in excess of 40 hours per week.

60. From approximately June 1, 2014 until on or about June 19, 2017, Plaintiff Lucas worked from approximately 8:00 a.m. until on or about 8:00 p.m. two days per week, from approximately 8:00 a.m. until on or about 9:00 p.m. one day per week, from approximately 8:00 a.m.

until on or about 5:00 p.m. three days per week, and from approximately 8:00 a.m. until on or about 5:00 p.m. three Sundays per month (typically 64 to 73 hours per week).

61. Defendants gave Plaintiff Lucas two weeks up to one month off approximately every January.

62. From approximately June 1, 2014 until on or about June 19, 2017, Plaintiff Lucas was paid his wages in cash.

63. From approximately June 1, 2014 until on or about June 19, 2017, defendants paid Plaintiff Lucas a fixed salary of \$120 per day.

64. Plaintiff Lucas' pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

65. For example, defendants required Plaintiff Lucas to work three hours past his scheduled departure time three days a week, and did not compensate him for the additional time they required him to work.

66. Defendants never granted Plaintiff Lucas any meal break or rest period of any length.

67. Defendants failed to maintain a recordkeeping system that would accurately reflect Plaintiff Lucas' actual hours worked.

68. Plaintiff Lucas was not required to keep track of his time, nor to his knowledge did the Defendants utilize any time tracking device such as punch cards, that accurately reflected his actual hours worked.

69. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Lucas regarding overtime and wages under the FLSA and NYLL.

70. Defendants never gave any notice to Plaintiff Lucas, in English and in Spanish (Plaintiff Lucas' primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

71. Defendants required Plaintiff Lucas to purchase “tools of the trade” with his own funds—including a drill, daily masks and a pair of boots.

Plaintiff Manuel Galindo

72. Plaintiff Manuel was employed by Defendants from approximately 2009 until on or about June 19, 2017.

73. Plaintiff Manuel worked as a construction worker.

74. Plaintiff Manuel regularly handled goods produced in interstate commerce, such as construction equipment, sandpaper and other tools produced outside the state of New York.

75. Plaintiff Manuel’s work duties required neither discretion nor independent judgment.

76. Plaintiff Manuel regularly worked in excess of 40 hours per week.

77. From approximately October 2011 until on or about February 2012, Plaintiff Manuel worked single-shifts from approximately 8:00 a.m. until on or about 5:00 p.m. three days a week, from approximately 8:00 a.m. until on or about 7:00 p.m. three days a week and from approximately 8:00 a.m. until on or about 5:00 p.m. two Sundays per month (typically 57 to 66 hours per week).

78. From approximately February until on or about May of the years 2012, 2013, 2014, 2015, 2016 and 2017, Plaintiff Manuel worked single-shifts from approximately 8:00 a.m. until on or about 5:00 p.m. three days per week and from approximately 8:00 a.m. until on or about 7:00 p.m. three days per week (typically 57 hours per week).

79. From approximately June 2012 until on or about July 2012, and then from approximately June until on or about July of the years 2013 through 2017, Plaintiff Manuel worked double-shifts from approximately 8:00 a.m. until on or about 12:00 a.m. seven days per week (typically 98 hours per week).

80. From approximately August 2012 until on or about mid-September 2012, and then from approximately August until on or about mid-September of the years 2013 through 2016, Plaintiff

Manuel worked from approximately 8:00 a.m. until on or about 12:00 a.m. six days per week (typically 84 hours per week).

81. Defendants granted Plaintiff Manuel a month off during the winter season (usually January).

82. From approximately October 2011 until on or about June 19, 2017, Plaintiff Manuel was paid his wages in cash.

83. From approximately October 2011 until on or about May 2012, Defendants paid Plaintiff Manuel a fixed salary of \$140 per day.

84. From approximately June 2012 until on or about May 2014, Defendants paid Plaintiff Manuel a fixed salary of \$300 per double-shift day and \$150 per single-shift day.

85. From approximately June 2014 until on or about May 2015, Defendants paid Plaintiff Manuel a fixed salary of \$340 per double-shifts day and \$170 per single-shift day.

86. From approximately June 2015 until on or about June 2017, Defendants paid Plaintiff Manuel a fixed salary of \$400 per double-shift day and \$200 per single-shift day.

87. Plaintiff Manuel's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

88. For example, defendants required Plaintiff Manuel to work 2 hours past his scheduled departure time two days a week and three hours past his scheduled departure time one day a week, and did not compensate him for the additional time they required him to work.

89. Defendants granted Plaintiff Manuel a 20 to 30 minutes meal break.

90. Defendants failed to maintain a recordkeeping system that would accurately reflect Plaintiff Manuel's actual hours worked.

91. Plaintiff Manuel was not required to keep track of his time, nor to his knowledge did the Defendants utilize any time tracking device such as punch cards, that accurately reflected his actual

hours worked.

92. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Manuel regarding overtime and wages under the FLSA and NYLL.

93. Defendants never gave any notice to Plaintiff Manuel, in English and in Spanish (Plaintiff Manuel's primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

94. Defendants required Plaintiff Manuel to purchase "tools of the trade" with his own funds—including construction tools, helmet and boots.

Plaintiff Sixto Galindo

95. Plaintiff Sixto was employed by Defendants from approximately June 2016 until on or about June 19, 2017.

96. Plaintiff Sixto worked as a construction worker.

97. Plaintiff Sixto regularly handled goods produced in interstate commerce, such as construction equipment, sandpaper and other tools produced outside the state of New York.

98. Plaintiff Sixto's work duties required neither discretion nor independent judgment.

99. Plaintiff Sixto regularly worked in excess of 40 hours per week.

100. From approximately June 2016 until on or about June 19, 2017, Plaintiff Sixto worked from approximately 8:00 a.m. until on or about 5:00 p.m. three days per week, from approximately 8:00 a.m. until on or about 7:00 p.m. two days per week, from approximately 8:00 a.m. until on or about 8:00 p.m. one day per week; and twice a month from approximately 8:00 a.m. until on or about 5:00 p.m. on Sundays (typically 51 to 60 hours per week).

101. Throughout his entire employment, Defendants paid Plaintiff Sixto his wages in cash.

102. From approximately June 2016 until on or about June 19, 2017, Defendants paid Plaintiff Sixto a fixed salary of \$120 per day.

103. Plaintiff Sixto's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

104. In fact, defendants required Plaintiff Sixto to continue working two hours past his scheduled departure time twice a week and three hours past his scheduled departure time one day a week, and did not compensate him for the additional time they required him to work.

105. Defendants did not grant Plaintiff Sixto any meal break or rest period of any kind.

106. Defendants failed to maintain a recordkeeping system that would accurately reflect Plaintiff Sixto's actual hours worked.

107. Plaintiff Sixto was not required to keep track of his time, nor to his knowledge did the Defendants utilize any time tracking device such as punch cards, that accurately reflected his actual hours worked.

108. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Sixto regarding overtime and wages under the FLSA and NYLL.

109. Defendants never gave any notice to Plaintiff Sixto, in English and in Spanish (Plaintiff Sixto's primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

110. Defendants required Plaintiff Sixto to purchase "tools of the trade" with his own funds—including a drill and work boots.

Plaintiff Zeferino Hernandez

111. Plaintiff Hernandez was employed by Defendants from approximately February 2012 until on or about June 19, 2017.

112. Plaintiff Hernandez worked as a construction worker.

113. Plaintiff Hernandez regularly handled goods produced in interstate commerce, such as construction equipment, sandpaper and other tools produced outside the state of New York.

114. Plaintiff Hernandez's work duties required neither discretion nor independent judgment.

115. Plaintiff Hernandez regularly worked in excess of 40 hours per week.

116. From approximately February 2012 until on or about May 2012, and then from approximately mid-September until on or about May of the years 2012 through 2017, Plaintiff Hernandez worked from approximately 8:00 a.m. until on or about 5:00 p.m. three days per week and from approximately 8:00 a.m. until on or about 7:00 p.m. three days per week, and from approximately 8:00 a.m. until on or about 5:00 p.m. two or three Sundays per month (typically 60 to 69 hours per week).

117. From approximately June until on or about mid-September of the years 2012 through 2016, Plaintiff Hernandez worked double-shifts from approximately 8:00 a.m. until on or about 12:00 a.m. seven days a week (during this period he only had one day off per month) (typically 112 hours per week).

118. For approximately the two last weeks of September of the years 2012 through 2016, Plaintiff Hernandez worked from approximately 4:00 p.m. until on or about 12:00 a.m. five days per week and from approximately 8:00 a.m. until on or about 5:00 p.m. or 7:00 p.m. one day per week (typically 49 to 51 hours per week).

119. Defendants granted Plaintiff Hernandez a month off during the winter season (usually January).

120. From approximately February 2012 until on or about June 19, 2017, Plaintiff Hernandez was paid his wages in cash.

121. From approximately February 2012 until on or about May 2014, Defendants paid Plaintiff Hernandez a fixed salary of \$120 per shift, and \$240 when he worked double shift (from approximately 8:00 a.m. until on or about 12:00 a.m.).

122. From approximately June 2014 until on or about May 2015, Defendants paid Plaintiff Hernandez a fixed salary of \$140 per single-shift day, and \$280 per double-shift day.

123. From approximately June 2015 until on or about June 19, 2017, Defendants paid Plaintiff Hernandez a fixed salary of \$160 per single-shift day and \$320 per double-shift day.

124. Plaintiff Hernandez's pay did not vary even when he was required to stay later or work a longer day than his usual schedule.

125. In fact, defendants required Plaintiff Hernandez to continue working two hours past his scheduled departure time twice a week and three hours past his scheduled departure time one day a week, and did not compensate him for the additional time they required him to work.

126. Further, Defendants owe Plaintiff Hernandez \$160 for a Saturday shift he worked and was not paid.

127. Defendants granted Plaintiff Hernandez a 30-minutes meal break per shift.

128. Defendants failed to maintain a recordkeeping system that would accurately reflect Plaintiff Hernandez's actual hours worked.

129. Plaintiff Hernandez was not required to keep track of his time, nor to his knowledge did the Defendants utilize any time tracking device such as punch cards, that accurately reflected his actual hours worked.

130. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Hernandez regarding overtime and wages under the FLSA and NYLL.

131. Defendants never gave any notice to Plaintiff Hernandez, in English and in Spanish (Plaintiff Hernandez's primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

132. Defendants required Plaintiff Hernandez to purchase "tools of the trade" with his own funds—including construction tools.

Defendants' General Employment Practices

133. Defendants maintained a policy and practice of requiring Plaintiffs, and all similarly situated employees, to work in excess of 40 hours per week without paying them appropriate minimum and overtime compensation, and spread of hours pay, as required by federal and state laws.

134. As part of their regular business practice, Defendants intentionally, willfully, and repeatedly harmed Plaintiffs by engaging in a pattern, practice, and/or policy of violating the FLSA and the NYLL by not paying Plaintiffs the wages required under these laws.

135. Defendants' pay practices resulted in Plaintiffs not receiving payment for all their hours worked, resulting in Plaintiffs' effective rate of pay falling far below the required minimum and overtime wage rate.

136. Defendants habitually required Plaintiffs to work additional hours beyond their regular shifts but did not provide them with any additional compensation.

137. Plaintiffs were victims of Defendants' common policy and practices violating their rights under the FLSA and New York Labor Law by not paying them the wages they were owed for the hours they had worked.

138. Defendants did not provide Plaintiffs with any document or other statement accurately accounting for their actual hours worked, and setting forth rate of minimum wage and overtime wage.

139. Plaintiffs were paid their wages entirely in cash.

140. Defendants willfully disregarded and purposefully evaded record keeping requirements of the Fair Labor Standards Act and New York Labor Law by failing to maintain accurate and complete timesheets and payroll records.

141. Upon information and belief, these practices by Defendants were done willfully to disguise the actual number of hours Plaintiffs worked, and to avoid paying Plaintiffs properly for their full hours worked, minimum wage rate, overtime compensation and spread of hours pay.

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

143. Defendants' unlawful conduct was intentional, willful, in bad faith, and caused significant damages to Plaintiffs and other similarly situated current and former construction workers.

144. Defendants also failed to post at the workplace, or otherwise provide to Plaintiffs, the required postings or notices regarding the applicable wage and hour requirements of the FLSA and NYLL.

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

146. Defendants failed to provide Plaintiffs and other employees, at the time of hiring and on or before February 1 of each subsequent year, a statement in English and the employees' primary language, containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; and the telephone number of the employer, as required by New York Labor Law §195(1).

FLSA COLLECTIVE ACTION CLAIMS

147. Plaintiffs bring this FLSA minimum wage, overtime compensation and liquidated damages claims as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of all similarly situated persons (the “FLSA Class”), *i.e.*, persons who are or were employed by Defendants or any of them, on or after the date that is three years before the filing of the complaint in this case (the “FLSA Class Period”).

148. At all relevant times, Plaintiffs, and other members of the FLSA Class were similarly situated in that they had substantially similar job requirements and pay provisions, and have been subject to Defendants’ common practices, policies, programs, procedures, protocols and plans including willfully failing and refusing to pay them the required overtime pay.

149. The claims of Plaintiffs stated herein are similar to those of the other similarly situated employees.

FIRST CAUSE OF ACTION

VIOLATION OF THE MINIMUM WAGE PROVISIONS

OF THE FLSA

150. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

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

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

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

154. In violation of 29 U.S.C. § 206(a), Defendants failed to pay Plaintiffs, and the putative

FLSA Class members, at the applicable minimum hourly rate.

155. Defendants' failure to pay Plaintiffs, and the putative FLSA Class members, at the applicable minimum hourly rate was willful within the meaning of 29 U.S.C. § 255(a).

156. Plaintiffs, and the putative FLSA Class members, were damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION

VIOLATION OF THE OVERTIME PROVISIONS

OF THE FLSA

157. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

158. Defendants, in violation of 29 U.S.C. § 207 (a)(1) of the FLSA, failed to pay Plaintiffs (and the FLSA class members) overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek.

159. Defendants' failure to pay Plaintiffs (and the FLSA Class members) overtime compensation was willful within the meaning of 29 U.S.C. § 255(a).

160. Plaintiffs (and the FLSA class members) were damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION

VIOLATION OF THE NEW YORK

MINIMUM WAGE ACT

161. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

162. At all times relevant to this action, Defendants were Plaintiffs' employers within the meaning of the N.Y. Lab. Law §§ 2 and 651. Defendants had the power to hire and fire Plaintiffs, controlled their terms and conditions of employment, and determined the rates and methods of any compensation in exchange for their employment.

163. Defendants, in violation of NYLL § 652(1) and the supporting regulations of the New York State Department of Labor, paid Plaintiffs less than the minimum wage.

164. Defendants' failure to pay Plaintiffs the minimum wage was willful within the meaning of N.Y. Lab. Law § 663.

165. Plaintiffs were damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

VIOLATION OF THE OVERTIME PROVISIONS

OF THE NEW YORK LABOR LAW

166. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

167. Defendants, in violation of the NYLL § 190 *et seq.* and associated rules and regulations, failed to pay Plaintiffs (and the FLSA class members) overtime compensation at rates of one and one-half times the regular rate of pay for each hour has worked in excess of forty hours in a workweek.

168. Defendants failed to pay Plaintiffs (and the FLSA class members) in a timely fashion, as required by Article 6 of the New York Labor Law.

169. Defendants' failure to pay Plaintiffs (and the FLSA class members) overtime compensation was willful within the meaning of NYLL § 663.

170. Plaintiffs (and the FLSA class members) were damaged in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

VIOLATION OF THE SPREAD OF HOURS WAGE ORDER

OF THE NEW YORK COMMISSIONER OF LABOR

171. Plaintiffs repeat and re-allege all paragraphs above as though fully set forth herein.

172. Defendants failed to pay Plaintiffs (and the FLSA Class members) one additional hour's pay at the basic minimum wage rate before allowances for each day Plaintiffs' spread of hours

exceeded ten hours in violation of New York Lab. Law §§ 190 *et seq.*, and 650 *et seq.*, and the wage order of the New York Commissioner of Labor codified at N.Y. COMP. CODES R. & REGS. Tit. 12, § 146-1.6.

173. Defendants' failure to pay Plaintiffs (and the FLSA Class members) an additional hour's pay for each day Plaintiffs' (and the FLSA Class members) spread of hours exceeded ten hours was willful within the meaning of New York Lab. Law § 663.

174. Plaintiffs (and the FLSA Class members) were damaged in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

VIOLATION OF THE NOTICE AND RECORDKEEPING

REQUIREMENTS OF THE NEW YORK LABOR LAW

175. Plaintiffs repeat and reallege all paragraphs above as though fully set forth herein.

176. Defendants failed to provide Plaintiffs with a written notice, in English and in Spanish (Plaintiffs' primary language), of their rate of pay, regular pay day, and such other information as required by NYLL §195(1).

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

EIGHTH CAUSE OF ACTION

VIOLATION OF THE WAGE STATEMENT PROVISIONS

OF THE NEW YORK LABOR LAW

178. Plaintiffs repeat and reallege all paragraphs above as though set forth fully herein.

179. Defendants did not provide Plaintiffs with a statement of wages with each payment of wages, as required by NYLL 195(3).

180. Defendants are liable to each Plaintiff in the amount of \$5,000, together with costs

and attorneys' fees.

NINTH CAUSE OF ACTION

RECOVERY OF EQUIPMENT COSTS

181. Plaintiffs repeat and re-allege all paragraphs above as though set forth fully herein.

182. Defendants required Plaintiffs to pay, without reimbursement, the costs and expenses for purchasing and maintaining equipment and "tools of the trade" required to perform their job, further reducing their wages in violation of the FLSA and NYLL. 29 U.S.C. § 206(a); 29 C.F.R. § 531.35; N.Y. Lab. Law §§ 193 and 198-b.

183. Plaintiffs were damaged in an amount to be determined at trial.

TENTH CAUSE OF ACTION

UNJUST ENRICHMENT

184. Plaintiff Aguilar repeats and realleges all paragraphs above as though set forth fully herein

185. Plaintiff conferred a benefit upon Defendants through the provision of labor as a clothing maker.

186. Defendant received the benefit of Plaintiff's labor by retaining and selling the clothing made and/or designed by the Plaintiff during the time period alleged in this complaint.

187. Plaintiff expected compensation for his labor.

188. Defendant would be unjustly enriched if allowed to retain that benefit without compensating the Plaintiff.

189. That equity and good conscience require that the Defendants pay Plaintiff his *quantum meruit* in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants:

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

(b) Declaring that Defendants violated the minimum wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiffs (including the prospective collective class members);

(c) Declaring that Defendants violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiffs and the FLSA class members;

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

(e) Declaring that Defendants' violation of the provisions of the FLSA was willful as to Plaintiffs and the FLSA class members;

(f) Awarding Plaintiffs (including the prospective collective class members) damages for the amount of unpaid minimum and overtime wages, and damages for any improper deductions or credits taken against wages under the FLSA as applicable;

(g) Awarding Plaintiffs and the FLSA class members liquidated damages in an amount equal to 100% of their damages for the amount of unpaid minimum, overtime wages, and damages for any improper deductions or credits taken against wages under the FLSA as applicable pursuant to 29 U.S.C. § 216(b);

(h) Declaring that Defendants violated the minimum wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiffs;

(i) Declaring that Defendants violated the overtime wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiffs and the members of the FLSA Class;

(j) Declaring that Defendants violated the Spread of Hours Wage Order of the New York Commission of Labor as to Plaintiffs;

(k) Declaring that Defendants violated the recordkeeping requirements of the NYLL with respect to Plaintiffs' and the FLSA class members' compensation, hours, wages; and any deductions or credits taken against wages;

(l) Declaring that Defendants' violations of the New York Labor Law were willful as to Plaintiffs and the FLSA class members;

(m) Awarding Plaintiffs damages for the amount of unpaid minimum and overtime wages, and for any improper deductions or credits taken against wages, as well as awarding spread of hours pay under the NYLL, as applicable;

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

(o) Awarding Plaintiffs and the FLSA class members damages for the amount of unpaid minimum, overtime wages, damages for any improper deductions or credits taken against wages, as well as awarding spread of hours pay under the NYLL as applicable;

(p) Awarding Plaintiffs and the FLSA class members liquidated damages in an amount equal to one hundred percent (100%) of the total amount of overtime compensation and spread of hours pay shown to be owed pursuant to NYLL § 663 as applicable;

(q) Awarding Plaintiffs and the FLSA class members pre-judgment and post-judgment interest as applicable;

(r) Awarding Plaintiffs and the FLSA class members the expenses incurred in this action, including costs and attorneys' fees;

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

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

JURY DEMAND

Plaintiffs demand a trial by jury on all issues triable by a jury.

Dated: New York, New York
October 5, 2017

MICHAEL FAILLACE & ASSOCIATES, P.C.

By: /s/ Michael Faillace
Michael A. Faillace, Esq.
60 East 42nd Street, Suite 4510
New York, New York 10165
Telephone: (212) 317-1200
Facsimile: (212) 317-1620
Attorneys for Plaintiffs

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

June 23, 2017

BY HAND

TO: Clerk of Court,

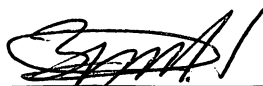
I hereby consent to join this lawsuit as a party plaintiff.

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

Name / Nombre: Zeferino Hernandez

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

23 de junio de 2017

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

June 23, 2017

BY HAND

TO: Clerk of Court,

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

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

Name / Nombre:

Sixto Galindo

Legal Representative / Abogado:

Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

23 de junio de 2017

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 2540
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

June 23, 2017

BY HAND

TO: Clerk of Court,

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

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

Name / Nombre: Manuel Galindo

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma: _____



Date / Fecha: 23 de junio de 2017

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

June 23, 2017

BY HAND

TO: Clerk of Court,

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

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

Name / Nombre:

Lucas Galindo Ortiz

Legal Representative / Abogado:

Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

23 de junio de 2017

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

60 E 42nd Street, Suite 2540
New York, New York 10165

Telephone: (212) 317-1200
Facsimile: (212) 317-1620

Faillace@employmentcompliance.com

June 23, 2017

BY HAND

TO: Clerk of Court,

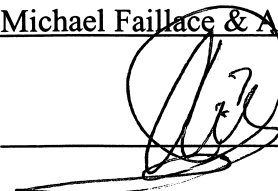
I hereby consent to join this lawsuit as a party plaintiff.

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

Name / Nombre: Cesar Reyes Gomez

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma:



23 de junio de 2017

Date / Fecha:

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

CESAR REYES GOMEZ, LUCAS GALINDO ORTIZ, MANUEL GALINDO, SIXTO GALINDO and ZEFERINO HERNANDEZ,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Michael A. Faillace, Michael Faillace & Associates, P.C. 60 East 42nd Suite 4510, New York, NY 10165 Tel: 212-317-1200

DEFENDANTS

NY NJ RESTORATION INC. (d/b/a NY NJ RESTORATION), EDMUND IMERI, IZET IMERI and BRUNO DOE,

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

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

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

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

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Plaintiffs seek unpaid overtime wages pursuant to The Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq. Brief description of cause: unpaid overtime wages

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 10/05/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Michael Faillace

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, Michael Faillace, 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? N/A

(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: /s/ Michael Faillace

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

CESAR REYES GOMEZ, LUCAS GALINDO ORTIZ,
MANUEL GALINDO, SIXTO GALINDO and
ZEFERINO HERNANDEZ,

Plaintiff(s)

v.

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET IMERI and
BRUNO DOE,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NY NJ RESTORATION INC. (d/b/a NY NJ RESTORATION)
1915 Bath Ave
Brooklyn, NY 11214

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: Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

CESAR REYES GOMEZ, LUCAS GALINDO ORTIZ,
MANUEL GALINDO, SIXTO GALINDO and
ZEFERINO HERNANDEZ,

Plaintiff(s)

v.

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET IMERI and
BRUNO DOE,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NY NJ RESTORATION INC. (d/b/a NY NJ RESTORATION)
132 Fieldstone Rd.
Staten Island, New York, 10314

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: Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

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Signature of Clerk or Deputy Clerk

Civil Action No. _____

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

I served the summons on *(name of individual)* _____ , who is
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I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

Date: _____

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

CESAR REYES GOMEZ, LUCAS GALINDO ORTIZ,
MANUEL GALINDO, SIXTO GALINDO and
ZEFERINO HERNANDEZ,

Plaintiff(s)

v.

Civil Action No.

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET IMERI and
BRUNO DOE,

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) EDMUND IMERI
1915 Bath Ave
Brooklyn, NY 11214

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:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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Printed name and title

Server's address

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

CESAR REYES GOMEZ, LUCAS GALINDO ORTIZ,
MANUEL GALINDO, SIXTO GALINDO and
ZEFERINO HERNANDEZ,

Plaintiff(s)

v.

Civil Action No.

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET IMERI and
BRUNO DOE,

Defendant(s)

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Staten Island, New York, 10314

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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:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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Printed name and title

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

UNITED STATES DISTRICT COURT

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ZEFERINO HERNANDEZ,

Plaintiff(s)

v.

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET IMERI and
BRUNO DOE,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) IZET IMERI
1915 Bath Ave
Brooklyn, NY 11214

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:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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Plaintiff(s)

v.

NY NJ RESTORATION INC. (d/b/a NY NJ
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BRUNO DOE,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) IZET IMERI
132 Fieldstone Rd.
Staten Island, New York, 10314

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:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

CESAR REYES GOMEZ, LUCAS GALINDO ORTIZ,
MANUEL GALINDO, SIXTO GALINDO and
ZEFERINO HERNANDEZ,

Plaintiff(s)

v.

Civil Action No.

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET IMERI and
BRUNO DOE,

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BRUNO DOE
1915 Bath Ave
Brooklyn, NY 11214

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:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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CESAR REYES GOMEZ, LUCAS GALINDO ORTIZ,
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ZEFERINO HERNANDEZ,

Plaintiff(s)

v.

NY NJ RESTORATION INC. (d/b/a NY NJ
RESTORATION), EDMUND IMERI, IZET IMERI and
BRUNO DOE,

Defendant(s)

Civil Action No.

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MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

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CLERK OF COURT

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Signature of Clerk or Deputy Clerk

Civil Action No. _____

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [NY NJ Restoration Owes Unpaid Overtime, Spread-of-Hours Pay, Lawsuit Claims](#)
