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

-----X
BERTHA GORDILLO, *individually and on behalf of
others similarly situated,*

Plaintiff,

-against-

HOME STYLE DESSERTS INC. (d/b/a
HOMESTYLE DESSERTS), JASON ELIAS,
LAURA ELIAS and ROSE SANCA,

Defendants.
-----X

COMPLAINT

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

ECF Case

Plaintiff Bertha Gordillo (“Plaintiff Gordillo” or “Ms. Gordillo”), individually and on behalf of others similarly situated, by and through her attorneys, Michael Faillace & Associates, P.C., and as against each of Defendants Home Style Desserts Inc. (d/b/a Homestyle Desserts) (“Defendant Corporation”), Jason Elias, Laura Elias, and Rose Sanca (collectively, “Defendants”), upon information and belief, alleges as follows:

NATURE OF ACTION

1. Plaintiff Gordillo was an employee of Defendants Home Style Desserts Inc. (d/b/a Homestyle Desserts), Jason Elias, Laura Elias, and Rose Sanca.
2. Homestyle Desserts is a pastry business owned by Jason Elias, Laura Elias, and Rose Sanca located at 24 South Water Street, Peekskill, New York 10566.

3. Upon information and belief, Defendants Jason Elias, Laura Elias, and Rose Sanca serve or served as owners, managers, principals or agents of defendant Corporation and through this corporate entity operate or operated the pastry business as a joint or unified enterprise.

4. Plaintiff Gordillo worked long days as a dishwasher, machine cleaner and pastry/cookie maker at the pastry business located at 24 South Water Street, Peekskill, New York, 10566.

5. Plaintiff Gordillo regularly worked for Defendants in excess of 40 hours per week, without appropriate minimum wage and overtime compensation for any of the hours that she worked each week.

6. Rather, Defendants failed to maintain accurate records of hours worked and failed to pay Plaintiff Gordillo appropriately for any hours worked.

7. Further, Defendants failed to pay Plaintiff Gordillo the required “spread of hours” pay for any day in which she had to work over 10 hours a day.

8. Defendants’ conduct extended beyond Plaintiff Gordillo to all other similarly situated employees.

9. At all times relevant to this complaint, Defendants maintained a policy and practice of requiring Plaintiff Gordillo and other employees to work in excess of forty (40) hours per week without providing the minimum wage and overtime compensation required by federal and state law and regulations.

10. Plaintiff Gordillo now brings this action on behalf of herself, and other similarly situated individuals, for unpaid minimum and 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. Lab. 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.

11. Plaintiff Gordillo seeks certification of this action as a collective action on behalf of herself, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

12. 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 Plaintiff Gordillo’s State Law claims is conferred by 28 U.S.C. § 1367(a).

13. 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 business in this district, and Plaintiff Gordillo was employed by Defendants in this district.

PARTIES

Plaintiff

14. Plaintiff Bertha Gordillo (“Plaintiff Gordillo” or “Ms. Gordillo”) is an adult individual residing in Bronx County, New York.

15. Plaintiff Gordillo was employed by Defendants from approximately April 2004 until on or about March 3, 2016.

16. At all relevant times to this complaint, Plaintiff Gordillo was employed by Defendants as a dishwasher, machine cleaner and pastry/cookie maker at Homestyle Desserts, located at 24 South Water Street, Peekskill, New York 10566.

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

Defendants

18. Defendants own, operate and/or control a Pastry shop located at 24 South Water Street, Peekskill, New York 10566 under the name of Homestyle Desserts, at all times relevant to this complaint.

19. Upon information and belief, Defendant Home Style Desserts Inc. (“Defendant Corporation”) is a corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principle place of business at 24 South Water Street, Peekskill, New York 10566.

20. Defendant Jason Elias is an individual engaging (or who was engaged) in business within this judicial district during the relevant time period.

21. Defendant Jason Elias is sued individually in his capacity as an owner, officer and/or agent of defendant Corporation.

22. Defendant Jason Elias possesses or possessed operational control over defendant Corporation, an ownership interest in defendant Corporation, or controlled significant functions of defendant Corporation.

23. Defendant Jason Elias determined the wages and compensation of employees, including Plaintiff Gordillo, established the schedules of employees, maintained employee records, and had the authority to hire and fire employees.

24. Defendant Laura Elias is an individual engaging (or who was engaged) in business within this judicial district during the relevant time period.

25. Defendant Laura Elias is sued individually in her capacity as an owner, officer and/or agent of defendant Corporation.

26. Defendant Laura Elias possesses or possessed operational control over defendant Corporation, an ownership interest in defendant Corporation, or controlled significant functions of defendant Corporation.

27. Defendant Laura Elias determined the wages and compensation of employees, including Plaintiff Gordillo, established the schedules of employees, maintained employee records, and had the authority to hire and fire employees.

28. Defendant Rose Sanca is an individual engaging (or who was engaged) in business within this judicial district during the relevant time period.

29. Defendant Rose Sanca is sued individually in her capacity as an owner, officer and/or agent of defendant Corporation.

30. Defendant Rose Sanca possesses or possessed operational control over defendant Corporation, an ownership interest in defendant Corporation, or controlled significant functions of defendant Corporation.

31. Defendant Rose Sanca determined the wages and compensation of employees, including Plaintiff Gordillo, established the schedules of employees, maintained employee records, and had the authority to hire and fire employees.

Defendants Constitute Joint Employers

32. Defendants own, operate and/or control a Pastry shop located at 24 South Water Street, Peekskill, New York 10566.

33. Individual Defendants Jason Elias, Laura Elias, and Rose Sanca possess operational control over defendant Corporation, possess an ownership interest in defendant Corporation, and control significant functions of defendant Corporation.

34. 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.

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

36. Defendants jointly employed Plaintiff Gordillo, and all similarly situated individuals, and are Plaintiff Gordillo's (and all similarly situated individuals') employers within the meaning of 29 U.S.C. 201 *et seq.* and the NYLL.

37. In the alternative, Defendants constitute a single employer of Plaintiff Gordillo and/or similarly situated individuals.

38. Upon information and belief, Individual Defendants Jason Elias, Laura Elias, and Rose Sanca 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 controlled entity;
- (f) intermingling assets and debts of their own with defendant Corporation;
- (g) diminishing and/or transferring assets of defendant Corporation to protect their own interests; and
- (h) other actions evincing a failure to adhere to the corporate form.

39. At all relevant times, Defendants were Plaintiff Gordillo's employers within the meaning of the FLSA and NYLL.

40. Defendants had the power to hire and fire Plaintiff Gordillo, control the terms and conditions of employment, and determine the rate and method of any compensation in exchange for Plaintiff Gordillo's services.

41. In each year from 2010 to 2016, Defendants, both individually and jointly, had gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

42. In addition, upon information and belief, Defendants and/or their enterprise were directly engaged in interstate commerce. For example, numerous items that were used in the pastry business on a daily basis were produced outside of the State of New York.

Individual Plaintiff

43. Plaintiff Gordillo is a former employee of Defendants, who was employed as a dishwasher, machine cleaner and pastry/cookie maker.

44. Plaintiff Gordillo seeks to represent a class of similarly situated individuals under 29 U.S.C. § 216(b).

Plaintiff Bertha Gordillo

45. Plaintiff Gordillo was employed by Defendants from approximately April 2004 until on or about March 3, 2016.

46. At all relevant times, Plaintiff Gordillo was employed by Defendants to work as a dishwasher, machine cleaner and pastry/cookie maker.

47. Plaintiff Gordillo regularly handled goods in interstate commerce, such as food, condiments, and supplies necessary to perform her duties as a dishwasher, machine cleaner and pastry/cookie maker.

48. Plaintiff Gordillo's work duties required neither discretion nor independent judgment.

49. Throughout her employment with Defendants, Plaintiff Gordillo regularly worked in excess of 40 hours per week.

50. From approximately August 2010 until on or about December 2015 (except in the months of January and February from 2011 to 2015), Plaintiff Gordillo worked from approximately 8:00 a.m. until on or about 6:30 p.m. one day a week and from approximately 8:00 a.m. until on or about 6:00 p.m. four days a week (typically 50.5 hours per week).

51. During the months of January and February in the years 2011, 2012, 2013, 2014 and 2015, Plaintiff Gordillo worked from approximately 8:00 a.m. until on or about 6:00 p.m. two days a week and from approximately 10:00 a.m. until on or about 6:00 p.m. three days a week (typically 44 hours per week).

52. From approximately January 2016 until on or about March 3, 2016, Plaintiff Gordillo worked from approximately 8:30 a.m. until on or about 6:30 p.m. two days a week and from approximately 8:30 a.m. until on or about 6:00 p.m. three days a week (typically 48.5 hours per week).

53. Throughout her employment with defendants, Plaintiff Gordillo was paid her wages in cash.

54. From approximately July 2010 until on or about January 2015, Plaintiff Gordillo was paid \$7.50 per hour.

55. From approximately January 2015 until on or about March 2016, Plaintiff Gordillo was paid \$8.00 per hour.

56. Defendants did not provide Plaintiff Gordillo with any document or other statement accounting for her actual hours worked, or setting forth the rate of pay for all of her hours worked.

57. No notification, either in the form of posted notices, or other means, was ever given to Plaintiff Gordillo regarding wages as required under the FLSA and NYLL.

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

59. Defendants did not give any notice to Plaintiff Gordillo, in English and in Spanish (Plaintiff Gordillo's primary language), of her rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

Defendants' General Employment Practices

60. Defendants regularly required their employees, including Plaintiff Gordillo, to work in excess of forty (40) hours per week without paying them the proper minimum wage, overtime, or Spread of Hours compensation.

61. At all times relevant to this Complaint, Defendants maintained a policy and practice of requiring Plaintiff Gordillo (and all similarly situated employees) to work in excess of forty (40) hours per week without paying her appropriate minimum wage and/or overtime compensation, as required by federal and state laws.

62. Defendants paid Plaintiff Gordillo all of her wages in cash.

63. Defendants also failed to post required wage and hour posters in the restaurant, and did not provide Plaintiff Gordillo with statutorily required wage and hour records or statements of her pay received, in part so as to hide Defendants' violations of the wage and hour laws, and to take advantage of Plaintiff Gordillo's relative lack of sophistication in wage and hour laws.

64. Upon information and belief, these practices by Defendants were done willfully to disguise the actual number of hours Plaintiff Gordillo (and similarly situated individuals) worked, and to avoid paying Plaintiff Gordillo properly for (1) her full hours worked, (2)for minimum wage, (3) for spread of hours pay and (4)for overtime due.

65. Defendants failed to post at the workplace, or otherwise provide to employees, the required postings or notices to employees regarding the applicable wage and hour requirements of the FLSA and NYLL. Defendants failed to provide Plaintiff Gordillo and other employees 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).

66. Defendants failed to provide Plaintiff Gordillo 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

67. Plaintiff Gordillo brings her FLSA minimum wage, overtime, 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 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”), as employees of Homestyle Desserts (the “FLSA Class”).

68. At all relevant times, Plaintiff Gordillo and other members of the FLSA Class who are and/or have been similarly situated, have had substantially similar job requirements and pay provisions, and have been subject to Defendants’ common practices, policies, programs, procedures, protocols and plans of willfully failing and refusing to pay them the required minimum wage and overtime compensation at a one and one-half their regular rates for work in excess of forty (40) hours per workweek under the FLSA.

69. The claims of Plaintiff Gordillo stated herein are similar to those of the other employees.

FIRST CAUSE OF ACTION
(VIOLATION OF THE MINIMUM WAGE PROVISIONS OF THE FLSA)

70. Plaintiff Gordillo repeats and re-alleges all paragraphs above as though fully set forth herein.

71. At all times relevant to this action, Defendants were Plaintiff Gordillo's employers (and employers of the putative FLSA Class members) within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d). Defendants had the power to hire and fire Plaintiff Gordillo (and the FLSA class members), control the terms and conditions of employment, and determine the rate and method of any compensation in exchange for employment.

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

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

74. Defendants failed to pay Plaintiff Gordillo (and the FLSA Class members) at the applicable minimum hourly rate, in violation of 29 U.S.C. § 206(a).

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

76. Plaintiff Gordillo (and the 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)

77. Plaintiff Gordillo repeats and re-alleges all paragraphs above as though fully set forth herein.

78. Defendants, in violation of the FLSA, failed to pay Plaintiff Gordillo (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, in violation of 29 U.S.C. § 207 (a)(1).

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

80. Plaintiff Gordillo (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 RATE)

81. Plaintiff Gordillo repeats and re-alleges all paragraphs above as though fully set forth herein.

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

83. Defendants, in violation of the NYLL, paid Plaintiff Gordillo (and the FLSA Class members) less than the minimum wage in violation of NYLL § 652(1) and the supporting regulations of the New York State Department of Labor.

84. Defendants' failure to pay Plaintiff Gordillo (and the FLSA Class members) minimum wage was willful within the meaning of N.Y. Lab. Law § 663.

85. Plaintiff Gordillo (and the FLSA Class Members) were damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
(VIOLATION OF THE OVERTIME PROVISIONS OF
THE NEW YORK STATE LABOR LAWS)

86. Plaintiff Gordillo repeats and re-alleges all paragraphs above as though fully set forth herein.

87. Defendants, in violation of the NYLL and associated rules and regulations, failed to pay Plaintiff Gordillo (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, in violation of N.Y. Lab. Law § 190 *et seq.* and supporting regulations of the New York State Department of Labor.

88. Defendants' failure to pay Plaintiff Gordillo (and the FLSA Class members) overtime compensation was willful within the meaning of N.Y. Lab. Law § 663.

89. Plaintiff Gordillo (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)

90. Plaintiff Gordillo repeats and re-alleges all paragraphs above as though fully set forth herein.

91. Defendants failed to pay Plaintiff Gordillo one additional hour's pay at the basic minimum wage rate before allowances for each day Plaintiff Gordillo's 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.

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

93. Plaintiff Gordillo (and the FLSA Class members) were damaged in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

**(VIOLATION OF THE NOTICE AND RECORDKEEPING REQUIREMENTS
OF THE NEW YORK LABOR LAW)**

94. Plaintiff Gordillo repeats and re-alleges all paragraphs above as though fully set forth herein.

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

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

SEVENTH CAUSE OF ACTION

**(VIOLATION OF THE WAGE STATEMENT PROVISIONS OF THE NEW
YORK LABOR LAW)**

97. Plaintiff Gordillo repeats and re-alleges all paragraphs above as though set forth fully herein.

98. Defendants did not provide Plaintiff Gordillo with wage statements upon each payment of wages, as required by NYLL 195(3).

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Gordillo respectfully requests 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 Plaintiff 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 Plaintiff Gordillo and the FLSA class members;

(c) Declaring that Defendants violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Gordillo 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 Plaintiff Gordillo's 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 were willful as to Plaintiff Gordillo and the FLSA class members;

(f) Awarding Plaintiff Gordillo and the FLSA 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 Plaintiff Gordillo and the FLSA class members liquidated damages in an amount equal to 100% of their 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 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 Plaintiff Gordillo and the members of the FLSA Class;

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

(k) Declaring that Defendants' violations of the New York Labor Law were willful as to Plaintiff Gordillo and the FLSA Class members;

(l) Awarding Plaintiff Gordillo and the FLSA class members damages for the amount of unpaid minimum and 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;

(m) Awarding Plaintiff Gordillo and the FLSA class members liquidated damages in an amount equal to one hundred percent (100%) of the minimum wage, spread of hours pay and

overtime compensation shown to be owed pursuant to NYLL § 663 as applicable;

(n) Awarding Plaintiff Gordillo and the FLSA class members pre-judgment and post-judgment interest as applicable;

(o) Awarding Plaintiff Gordillo and the FLSA class members the expenses incurred in this action, including costs and attorney's fees;

(p) 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

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

JURY DEMAND

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

Dated: New York, New York
October 28, 2016

MICHAEL FAILLACE & ASSOCIATES, P.C.

By: /s/ Michael Faillace
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July 15, 2016

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: Bertha Gordillo

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

Signature / Firma: Bertha Gordillo

Date / Fecha: 15 de julio de 2016

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Overtime Pay Class Action Filed Against Homestyle Desserts](#)
