

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SAMUEL & STEIN

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Attorneys for Plaintiffs, Individually
and on behalf of all others similarly
situated

Alex Lovelace and Horane
Williams, on behalf of
themselves and all other
persons similarly situated,

Plaintiffs,

- vs. -

Land Appliance Services,
Inc., Hal Gordon, and Ira
Gordon,

Defendants.

DOCKET NO. 18-cv-6892

COMPLAINT

Plaintiffs Alex Lovelace and Horane Williams, by and through their undersigned attorneys, for their complaint against defendants Land Appliance Services, Inc., Hal Gordon, and Ira Gordon, allege as follows, on behalf of themselves and on behalf of all other persons similarly situated:

NATURE OF THE ACTION

1. Plaintiffs Alex Lovelace and Horane Williams allege on behalf of themselves and on behalf of other similarly situated current and former employees of defendants Land

Appliance Services, Inc., Hal Gordon, and Ira Gordon, who elect to opt into this action pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), that they are entitled to: (i) compensation for wages paid at less than the statutory minimum wage, (ii) unpaid wages from defendants for overtime work for which they did not receive overtime premium pay as required by law, and (iii) liquidated damages pursuant to the FLSA, 29 U.S.C. §§ 201 et seq., because defendants' violations lacked a good faith basis.

2. Plaintiffs further complain that they are entitled to (i) compensation for wages paid at less than the statutory New York minimum wage; (ii) back wages for overtime work for which defendants willfully failed to pay overtime premium pay as required by the New York Labor Law §§ 650 et seq. and the supporting New York State Department of Labor regulations; (iii) compensation for defendants' violations of the "spread of hours" requirements of New York Labor Law; (iv) liquidated damages pursuant to New York Labor Law for these violations; and (v) statutory damages for defendants' violation of the Wage Theft Prevention Act.

THE PARTIES

3. Alex Lovelace is an adult individual residing in Queens, New York.

4. Horane Williams is an adult individual residing in Brooklyn, New York.

5. Plaintiffs consent in writing to be parties to this action pursuant to 29 U.S.C. § 216(b); their written consents are attached hereto and incorporated by reference.

6. Upon information and belief, defendant Land Appliance Services, Inc. is a New York corporation with a principal place of business at 5725 Foster Avenue, Brooklyn, New York.

7. At all relevant times, defendant Land Appliance Services, Inc. ("Land Appliance") has been, and continues to be, an employer engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

8. Upon information and belief, at all relevant times, defendant Land Appliance has had gross annual revenues in excess of \$500,000.00.

9. Upon information and belief, at all relevant times herein, defendant Land Appliance has used goods and materials produced in interstate commerce, and has employed at least two individuals who handled such goods and materials.

10. Upon information and belief, at all relevant times, defendant Land Appliance has constituted an "enterprise" as defined in the FLSA.

11. Upon information and belief, defendant Hal Gordon is an owner or part owner and principal of defendant Land Appliance, who has the power to hire and fire employees, set wages and schedules, and maintain their records.

12. Defendant Hal Gordon was involved in the day-to-day operations of defendant Land Appliance and played an active role in managing the businesses.

13. Upon information and belief, defendant Ira Gordon is an owner or part owner and principal of defendant Land Appliance, who has the power to hire and fire employees, set wages and schedules, and maintain their records.

14. Defendant Ira Gordon was involved in the day-to-day operations of defendant Land Appliance and played an active role in managing the businesses.

15. For example, Hal and Ira Gordon hired Mr. Lovelace and Mr. Williams and set their pay and schedules, Ira Gordon paid Mr. Lovelace and Mr. Williams, and both Hal and Ira Gordon supervised plaintiffs' work on a daily basis.

16. Defendants constituted "employers" of Mr. Lovelace and Mr. Williams as that term is used in the Fair Labor Standards Act and New York Labor Law.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1337 and

supplemental jurisdiction over plaintiffs' state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over plaintiffs' claims under the FLSA pursuant to 29 U.S.C. § 216(b).

18. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because defendants' business is located in this district.

COLLECTIVE ACTION ALLEGATIONS

19. Pursuant to 29 U.S.C. §§ 206 and 207, Mr. Lovelace and Mr. Williams seek to prosecute their FLSA claims as a collective action on behalf of a collective group of persons defined as follows:

All drivers/technicians who are or were formerly employed by defendants in the United States at any time since November 27, 2015, to the entry of judgment in this case (the "Collective Action Period"), and who were not paid the minimum wage "free and clear" and/or were not paid overtime compensation at rates at least one-and-one-half times the regular rate of pay for hours worked in excess of forty hours per workweek (the "Collective Action Members").

20. The Collective Action Members are similarly situated to Mr. Lovelace and Mr. Williams in that they were employed by defendants as drivers/technicians, and were denied the minimum wage "free and clear" and were denied premium overtime pay for hours worked beyond forty hours in a week.

21. They are further similarly situated in that defendants had a policy and practice of knowingly and willfully refusing to pay them the minimum wage and/or overtime.

22. Mr. Lovelace, Mr. Williams and the Collective Action Members perform or performed the same or similar primary duties, and were subjected to the same policies and practices by defendants.

23. The exact number of such individuals is presently unknown, but is known by defendants and can be ascertained through appropriate discovery.

FACTS

24. At all relevant times herein, defendants owned and operated an appliance store in New York.

25. Mr. Lovelace was employed at Land Appliance from approximately November 2014 through April 2016.

26. Mr. Williams was employed at Land Appliance from approximately June 2014 through November 2016.

27. Mr. Lovelace and Mr. Williams were employed as drivers/technicians.

28. Plaintiffs' primary duties were to deliver appliances to customers, install them in customers' homes, and haul away old appliances.

29. Plaintiffs' work was performed in the normal course of defendants' business and was integrated into the business of defendants, and did not involve executive or administrative responsibilities.

30. At all relevant times herein, Mr. Lovelace and Mr. Williams were employees engaged in commerce and/or in the production of goods for commerce, as defined in the FLSA and its implementing regulations.

31. Mr. Lovelace and Mr. Williams worked regular schedules of five ten-hour days per week, for a total of at least 50 hours per week each week of their employment.

32. However, at least two times per month Mr. Lovelace and Mr. Williams would be required to work extra eight- or nine-hour shifts on Saturdays and/or Sundays; in addition, they were sometimes required to work beyond the ends of their shifts on weekdays.

33. As a result, in roughly half of the weeks of their employment, Mr. Lovelace and Mr. Williams worked at least 60 hours per week.

34. Defendants provided a time clock for employees to track their time worked; however, employees generally were not permitted to use the clock on Saturdays or Sundays.

35. Mr. Lovelace and Mr. Williams were paid on an hourly basis throughout their employment.

36. When Mr. Lovelace and Mr. Williams were hired they were each nominally paid \$8.25 per hour, and subsequently, in roughly 2015, received raises to \$10.15 per hour.

37. However, Mr. Lovelace and Mr. Williams did not receive these wages "free and clear," as required by law.

38. Rather, defendants had a routine practice of making significant deductions from plaintiffs' weekly pay, for parking tickets received by defendants' trucks as a result of defendants' policies, and for ostensible damage to appliances delivered by Mr. Lovelace and Mr. Williams.

39. Moreover, defendants would automatically deduct an hour from plaintiffs' pay for meal breaks even though Mr. Lovelace and Mr. Williams were not permitted to take more than about 15 minutes to eat.

40. As a result of these deductions – which were sometimes in excess of \$100 in a week – as well as defendants' failure to pay Mr. Lovelace and Mr. Williams for all hours worked, plaintiffs' weekly effective rates of pay frequently fell below the statutory minimum wage.

41. Defendants' failure to pay Mr. Lovelace and Mr. Williams amounts at least equal to the federal and New York state minimum wages in effect during relevant time periods was willful, and lacked a good faith basis.

42. Moreover, Mr. Lovelace and Mr. Williams were paid at the above-listed hourly rates for all hours for which they were credited as working, regardless of the actual number of hours they worked in a week.

43. Defendants failed to pay Mr. Lovelace and Mr. Williams any overtime "bonus" for hours worked beyond 40 hours in a workweek, in violation of the FLSA, the New York Labor Law, and the supporting New York State Department of Labor regulations.

44. Defendants' failure to pay Mr. Lovelace and Mr. Williams the overtime bonus for overtime hours worked was willful, and lacked a good faith basis.

45. Mr. Lovelace and Mr. Williams were paid either in cash or with a combination of cash and check. When Mr. Lovelace and Mr. Williams received some of their pay in check, the checks were never for more than about 20 hours of work, and the cash Mr. Lovelace and Mr. Williams received was not reflected on any paystubs.

46. Defendants failed to provide Mr. Lovelace and Mr. Williams with written notices providing the information required by the Wage Theft Prevention Act - including, *inter alia*, defendants' contact information, plaintiffs' regular and overtime rates, and intended allowances claimed - and failed to obtain plaintiffs' signature acknowledging the

same, upon their hiring or at any time thereafter, in violation of the Wage Theft Prevention Act.

47. Defendants failed to provide Mr. Lovelace and Mr. Williams with complete, accurate weekly records of their compensation and hours worked, in violation of the Wage Theft Prevention Act.

48. Upon information and belief, throughout the period of plaintiffs' employment and continuing until today, defendants have likewise employed other individuals like Mr. Lovelace and Mr. Williams (the Collective Action Members) in positions at defendants' appliance store that required little skill, no capital investment, and with duties and responsibilities that did not include any managerial responsibilities or the exercise of independent judgment.

49. Defendants applied the same employment policies, practices, and procedures to all Collective Action Members, including policies, practices, and procedures with respect to the payment of minimum wages and overtime.

50. Upon information and belief, defendants have failed to pay these other individuals at a rate at least equal to the minimum wage, in violation of the New York Labor Law.

51. Upon information and belief, these other individuals have worked in excess of forty hours per week, yet defendants have likewise failed to pay them overtime

compensation of one-and-one-half times their regular hourly rate in violation of the FLSA and the New York Labor Law.

52. Upon information and belief, defendants made unauthorized deductions from these other individuals' pay as well.

53. Upon information and belief, these other individuals were not permitted to take meal breaks, but defendants automatically deducted an hour from their daily pay as well.

54. Upon information and belief, these other individuals were not provided with required wage notices or weekly wage statements, as specified in New York Labor Law §§ 195.1, 195.3, and the Wage Theft Prevention Act.

55. Upon information and belief, while defendants employed Mr. Lovelace and Mr. Williams and the Collective Action members, and through all relevant time periods, defendants failed to maintain accurate and sufficient time records or provide accurate records to employees, and failed to post or keep posted notices explaining the minimum wage and overtime pay rights provided by the FLSA or New York Labor Law.

COUNT I

(Fair Labor Standards Act - Minimum Wage)

56. Mr. Lovelace and Mr. Williams, on behalf of themselves and all Collective Action Members, repeat, reallege, and incorporate by reference the foregoing allegations as if set forth fully and again herein.

57. At all relevant times, defendants employed Mr. Lovelace, Mr. Williams, and the Collective Action Members within the meaning of the FLSA.

58. Defendants failed to pay a salary greater than the minimum wage "free and clear" to Mr. Lovelace, Mr. Williams, and the Collective Action Members for all hours worked.

59. As a result of defendants' willful failure to compensate Mr. Lovelace, Mr. Williams, and the Collective Action Members at a rate at least equal to the federal minimum wage for each hour worked, defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201 et seq., including 29 U.S.C. §§ 206.

60. The foregoing conduct, as alleged, constituted a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a), and lacked a good faith basis within the meaning of 29 U.S.C. § 260.

61. Due to defendants' FLSA violations, Mr. Lovelace, Mr. Williams, and the Collective Action Members are entitled

to recover from defendants their unpaid compensation plus liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

COUNT II

(New York Labor Law - Minimum Wage)

62. Mr. Lovelace and Mr. Williams repeat, reallege, and incorporate by reference the foregoing allegations as if set forth fully and again herein.

63. At all relevant times, Mr. Lovelace and Mr. Williams were employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

64. Defendants willfully violated the rights of Mr. Lovelace and Mr. Williams by failing to pay them compensation in excess of the statutory minimum wage in violation of the New York Labor Law §§ 190-199, 652 and their regulations.

65. Defendants' failure to pay compensation in excess of the statutory minimum wage was willful, and lacked a good faith basis, within the meaning of New York Labor Law § 198, § 663 and supporting regulations.

66. Due to defendants' New York Labor Law violations, Mr. Lovelace and Mr. Williams are entitled to recover from defendants their unpaid compensation, liquidated damages, interest, reasonable attorneys' fees, and costs and

disbursements of the action, pursuant to New York Labor Law § 198, and § 663(1).

COUNT III

(Fair Labor Standards Act - Overtime)

67. Mr. Lovelace and Mr. Williams, on behalf of themselves and all Collective Action Members, repeat, reallege, and incorporate by reference the foregoing allegations as if set forth fully and again herein.

68. At all relevant times, defendants employed Mr. Lovelace, Mr. Williams, and each of the Collective Action Members within the meaning of the FLSA.

69. At all relevant times, defendants had a policy and practice of refusing to pay overtime compensation to their employees for hours they worked in excess of forty hours per workweek.

70. As a result of defendants' willful failure to compensate their employees, including Mr. Lovelace, Mr. Williams and the Collective Action Members, at a rate at least one-and-one-half times the regular rate of pay for work performed in excess of forty hours per workweek, defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201 et seq., including 29 U.S.C. §§ 207(a)(1) and 215(a).

71. The foregoing conduct, as alleged, constituted a willful violation of the FLSA within the meaning of 29 U.S.C.

§ 255(a), and lacked a good faith basis within the meaning of 29 U.S.C. § 260.

72. Due to defendants' FLSA violations, Mr. Lovelace, Mr. Williams and the Collective Action Members are entitled to recover from defendants their unpaid overtime compensation, liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

COUNT IV

(New York Labor Law - Overtime)

73. Mr. Lovelace and Mr. Williams repeat, reallege, and incorporate by reference the foregoing allegations as if set forth fully and again herein.

74. At all relevant times, Mr. Lovelace and Mr. Williams were employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

75. Defendants willfully violated the rights of Mr. Lovelace and Mr. Williams by failing to pay them overtime compensation at rates at least one-and-one-half times the regular rate of pay for each hour worked in excess of forty hours per workweek in violation of the New York Labor Law §§ 650 et seq. and its supporting regulations in 12 N.Y.C.R.R. § 142.

76. Defendants' failure to pay overtime was willful, and lacked a good faith basis, within the meaning of New York Labor Law § 198, § 663 and supporting regulations.

77. Due to defendants' New York Labor Law violations, Mr. Lovelace and Mr. Williams are entitled to recover from defendants their unpaid overtime compensation, liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law § 198, and § 663(1).

COUNT V

(New York Labor Law - Unlawful deductions)

78. Mr. Lovelace and Mr. Williams repeat, reallege, and incorporate by reference the foregoing allegations as if set forth fully and again herein.

79. At all relevant times, Mr. Lovelace and Mr. Williams were employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

80. Defendants had a policy and practice of deducting money from plaintiffs' pay for such issues as parking tickets or damage to appliances.

81. These deductions were not for the benefit of Mr. Lovelace or Mr. Williams and are not among the legitimate deductions authorized by New York Labor Law § 193.

82. As a result, defendants have violated New York Labor Law.

83. These violations were willful, and lacked a good faith basis, within the meaning of New York Labor Law § 198, § 663 and supporting regulations.

84. Due to defendants' New York Labor Law violations, Mr. Lovelace and Mr. Williams are entitled to recover from defendants monies deducted from their pay, liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of the action.

COUNT VI

(New York Labor Law - Failure to Pay Wages)

85. Mr. Lovelace and Mr. Williams repeat, reallege, and incorporate by reference the foregoing allegations as if set forth fully and again herein.

86. At all relevant times, Mr. Lovelace and Mr. Williams were employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

87. Defendants willfully violated the rights of Mr. Lovelace and Mr. Williams by failing to pay them their full wages earned for all hours worked, in violation of, inter alia, New York Labor Law § 191.

88. Defendants' failure to pay all wages owed was willful, and lacked a good faith basis, within the meaning of New York Labor Law § 198, § 663 and supporting regulations.

89. Due to defendants' New York Labor Law violations, Mr. Lovelace and Mr. Williams are entitled to recover from defendants damages for unpaid wages, liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law § 198, and § 663(1)

COUNT VII

(New York Labor Law - Wage Theft Prevention Act)

90. Mr. Lovelace and Mr. Williams repeat, reallege, and incorporate by reference the foregoing allegations as if set forth fully and again herein.

91. At all relevant times, Mr. Lovelace and Mr. Williams were employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

92. Defendants willfully violated the rights of Mr. Lovelace and Mr. Williams by failing to provide them with valid wage notices required by the Wage Theft Prevention Act when they were hired, or at any time thereafter.

93. Defendants willfully violated the rights of Mr. Lovelace and Mr. Williams by failing to provide them with

accurate weekly wage statements required by the Wage Theft Prevention Act during their employment.

94. Due to defendants' New York Labor Law violations relating to the failure to provide accurate paystubs, Mr. Lovelace and Mr. Williams are entitled to recover from the defendants statutory damages of \$100 per week through February 26, 2015, and \$250 per day from February 27, 2015 through the end of their employment, up to the maximum statutory damages.

95. Due to defendants' New York Labor Law violations relating to the failure to provide wage notices, Mr. Lovelace and Mr. Williams are entitled to recover from the defendants statutory damages of \$50 per week through February 26, 2015, and \$50 per day from February 27, 2015 to the termination of their employment, up to the maximum statutory damages.

PRAYER FOR RELIEF

WHEREFORE, Mr. Lovelace and Mr. Williams respectfully request that this Court grant the following relief:

- a. Designation of this action as a collective action on behalf of the Collective Action Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, apprising them of the pendency

of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b), and appointing plaintiffs and their counsel to represent the Collective Action members;

- b. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the New York Labor Law;
- c. An injunction against defendants and their officers, agents, successors, employees, representatives, and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth herein;
- d. Compensatory damages for failure to pay the minimum wage pursuant to the FLSA and the New York Labor Law;
- e. A compensatory award of unpaid compensation, at the statutory overtime rate, due under the FLSA and the New York Labor Law;
- f. An award of liquidated damages as a result of defendants' willful failure to pay statutory

minimum wages and overtime compensation pursuant to 29 U.S.C. § 216;

- g. Compensation for failure to pay all wages owed;
- h. Compensation for illegal deductions from pay;
- i. Liquidated damages for defendants' New York Labor Law violations;
- j. Statutory damages for defendants' violation of the New York Wage Theft Prevention Act;
- k. Back pay;
- l. Punitive damages;
- m. An award of prejudgment and postjudgment interest;
- n. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- o. Such other, further, and different relief as this Court deems just and proper.

Dated: November 26, 2018



David Stein
SAMUEL & STEIN
38 West 32nd Street
Suite 1110
New York, New York 10001
(212) 563-9884
Attorneys for Plaintiffs

EXHIBIT A

CONSENT TO SUE

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Land Appliance Services, Inc. and its owners and affiliates to pay me, *inter alia*, minimum wage and overtime wages as required under state and/or federal law and also authorize the filing of this consent in the lawsuit challenging such conduct, and consent to being named as a representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning all aspects of this lawsuit. I have been provided with a copy of a retainer agreement with the law firm of Samuel & Stein, and I agree to be bound by its terms.



Alex Lovelace

Date: November 1, 2018

CONSENT TO SUE

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Land Appliance Services, Inc. and its owners and affiliates to pay me, *inter alia*, minimum wage and overtime wages as required under state and/or federal law and also authorize the filing of this consent in the lawsuit challenging such conduct, and consent to being named as a representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning all aspects of this lawsuit. I have been provided with a copy of a retainer agreement with the law firm of Samuel & Stein, and I agree to be bound by its terms.

Horane Williams
Horane Williams

Date: November 1, 2018

JS 44 (Rev. 01/29/2018)

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

Alex Lovelace and Horane Williams, on behalf of themselves and all other persons similarly situated

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

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

Samuel & Stein / 38 West 32nd Street, Suite 1110 / New York, NY 10001 / (212) 563-9884

DEFENDANTS

Land Appliance Services, Inc., Hal Gordon, and Ira Gordon

County of Residence of First Listed Defendant Kings County, NY
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. § 201, et seq.
 Brief description of cause:
Failure to pay minimum wage and overtime

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 11/27/2018 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, David Stein, 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:

None

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? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes 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 No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

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? Yes No

(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: David Stein

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Alex Lovelace and Horane Williams, on behalf of themselves and all other persons similarly situated

Plaintiff(s)

v.

Land Appliance Services, Inc., Hal Gordon, and Ira Gordon

Defendant(s)

Civil Action No. 18-cv-6892

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Land Appliance Services, Inc.
5725 Foster Avenue
Brooklyn, New York 11234

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:

David Stein, Esq.
Samuel & Stein
38 West 32nd Street, Suite 1110
New York, NY 10001

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

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-6892

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 _____ .

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:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Alex Lovelace and Horane Williams, on behalf of themselves and all other persons similarly situated

Plaintiff(s)

v.

Land Appliance Services, Inc., Hal Gordon, and Ira Gordon

Defendant(s)

Civil Action No. 18-cv-6892

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Hal Gordon
% Land Appliance Services, Inc.
5725 Foster Avenue
Brooklyn, New York 11234

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:

David Stein, Esq.
Samuel & Stein
38 West 32nd Street, Suite 1110
New York, NY 10001

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

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-6892

PROOF OF SERVICE

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

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_____, 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)*:

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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:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Alex Lovelace and Horane Williams, on behalf of themselves and all other persons similarly situated

Plaintiff(s)

v.

Land Appliance Services, Inc., Hal Gordon, and Ira Gordon

Defendant(s)

Civil Action No. 18-cv-6892

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Ira Gordon
% Land Appliance Services, Inc.
5725 Foster Avenue
Brooklyn, New York 11234

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:

David Stein, Esq.
Samuel & Stein
38 West 32nd Street, Suite 1110
New York, NY 10001

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

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-6892

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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
designated by law to accept service of process on behalf of *(name of organization)* _____
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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:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employees Accuse Land Appliance Services of Illegal Wage Deductions](#)
