

UNITED STATES DISTRICT COURT  
For the  
EASTERN DISTRICT OF NEW YORK

SHANTAJI PANT, Individually and  
on Behalf of All Others  
Similarly Situated,

Plaintiffs,

vs.

GURDIP SINGH, HARPREET KAUR  
RANDHAWA, a/k/a HARPREET K  
RANDHAN, a/k/a HARPREET S  
RANDHAWA a/k/a HARPREET KAUR  
and RANDHAWA INC., d/b/a  
RANHAWA or RANDHAWA CLOTHING  
and  
Defendants.

Civil Action No.:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs SHANTJI PANT ("Plaintiffs"), by and  
through their undersigned attorney, brings this action  
individually and on behalf of all other similarly  
situated current and former employees of Defendants, and  
GURDIP SINGH, HARPREET KAUR RANDHAWA, a/k/a HARPREET K  
RANDHAN, a/k/a HARPREET S RANDHAWA a/k/a HARPREET KAUR  
AND RANDHAWA INC., d/b/a RANHAWA and/or RANDHAWA CLOTHING  
(collectively "RANDHAWA", "SINGH" and/or the

1 "Defendants"), alleges as follows, on behalf of  
2 themselves and on behalf of all other persons similarly  
3 situated:

4 **NATURE OF THE ACTION**

- 5
- 6 1. Plaintiffs bring this action individually and on behalf  
7 of all other similarly situated current and former  
8 employees, against Defendants.
- 9 2. Plaintiffs are former full-time hourly employees in one  
10 of Defendant's stores who worked in positions subject  
11 to the overtime provisions of the Fair Labor Standards  
12 Act (FLSA) §§ 201 et seq., New York Labor Law, Article  
13 19, §§ 650 et seq., and the supporting the supporting  
14 New York State Department of Labor regulations.
- 15
- 16 3. Defendants have willfully engaged in a pattern,  
17 practice and policy of unlawful conduct by failing to  
18 record, credit, or compensate work performed by its  
19 hourly employees in the State of New York, including  
20 Plaintiffs and members of the prospective Class  
21 (hereinafter "Plaintiff Class" or "the Class or the  
22 collective members"), for hours in excess of forty (40)  
23

1 per week that Defendants have required and permitted  
2 such employees to perform work.

3 4. Defendants' pattern, practice and policy of requiring  
4 or permitting work without compensation has violated  
5 its employees' rights under the FSLA, New York Labor  
6 Law Article 19, §§ 650 et seq., and the supporting New  
7 York State Department of Labor regulations, because  
8 Plaintiffs and the Class have performed work in excess  
9 of forty (40) hours per week without overtime wages.  
10

11 5. Plaintiffs and the Class seek overtime compensation for  
12 work in excess of forty (40) hours per week required  
13 or permitted by Defendants, and/or other damages as  
14 permitted by applicable law, and attorneys' fees and  
15 costs.  
16

17  
18 **THE PARTIES**

19  
20 6. Plaintiffs, and other members of the class, are  
21 individuals residing in the City of New York,  
22 surrounding area, who worked for Defendants at their  
23 locations.  
24

1 7. Plaintiff Pant resides in the County of Queens and  
2 State of New York.

3 8. Upon information and belief, defendant GURDIP, was/is  
4 the registered Chief Executive Officer and Principal  
5 Executive Officer of defendant corporations RANDHAWA  
6  
7 INC.

8 9. Upon information and belief, defendant GURDIP SINGH  
9 owned, managed and operated defendant corporation  
10 RANDHAWA.

11 10. Defendant Gurdip owned, managed and operated  
12 business in the City of New York.

13 11. Upon information and belief, defendant HARPREET KAUR  
14 RANDHAWA, a/k/a HARPREET K RANDHAN, a/k/a HARPREET S  
15 RANDHAWA a/k/a HARPREET KAUR ( herein after Harpreet  
16 or defendant) owned and operated defendant corporation  
17 RANDHAWA for the relevant time.  
18

19 12. Defendant Gurdip and Harpreet owned, managed and  
20 operated business in the City of New York.  
21

22 13. Defendants employed plaintiff all the relevant time  
23 periods.  
24

1 14. Upon information and belief, Defendant RANDHAWA INC.  
2 the corporations incorporated under the laws of the  
3 State of New York, with its place of business in the  
4 State of New York, engaged in selling of goods (in this  
5 complaint referred as Randhawa OR Defendant).

6  
7 15. Upon information and belief, Defendant RANDHAWA does  
8 business as RANDHAWA CLOTHING AND/OR RANHAWA.

9 16. Defendant Randhawa owns, operates and manages  
10 business location knows as 742-44 Manhattan Avenue,  
11 City of Brooklyn, County of Kings and States of New  
12 York (Brooklyn Location).

13  
14 17. Defendants owned, operated and managed business in  
15 the county of Kings and State of New York.

16 18. Upon information and belief, Defendant Randhawa  
17 conducted/conducts business as WOODSTACK. (In this  
18 complaint referred as Woodstack).

19  
20 19. Defendant upon information and belief, owns/owned,  
21 operates/operated and manages/managed business other  
22 various locations.

1 20. At all relevant times, Defendants have been, and  
2 continue to be, employers engaged in interstate  
3 commerce and/or the production of good for commerce  
4 within the meaning of the FLSA, 29 U.S.C. §§ 206(a)  
5 and 207(a).  
6

7 21. Upon information and belief, at all relevant times,  
8 Defendants have had 'gross revenue' in excess of  
9 \$500,000.00.  
10

11 22. Upon information and belief, at all relevant times  
12 herein, Defendants have used goods and materials  
13 produced in interstate commerce, and have employed at  
14 least two individuals who handled such goods and  
15 materials.  
16

17 23. Upon information and belief, at all relevant times,  
18 Harpreet, Gurdip and/or Randhawa, have constituted an  
19 "enterprise" as defined in the FLSA.  
20

21 24. Defendants constitute "employer" of Plaintiffs and  
22 the Class as that term is used in the Fair Labor  
23 Standards Act, New York Labor Law, and each of their  
24 corresponding regulations.

1  
2  
3 **JURISDICTION AND VENUE**

4 25. This Court has subject matter jurisdiction over this  
5 action pursuant to 28 U.S.C. §§ 1331 and 1337.

6 26. This court has supplemental jurisdiction over  
7 Plaintiffs' and the Class's state law claims pursuant  
8 to 28 U.S.C. §1367.

9 27. In addition, the Court has jurisdiction over the  
10 Plaintiffs' and the Class's claims under the FLSA  
11 pursuant to 29 U.S.C. §216(b).

12  
13 28. Venue is proper in this district pursuant to 28  
14 U.S.C. § 1391 because Defendants transact business in  
15 this District.

16  
17 **FLSA COLLECTIVE ACTION ALLEGATIONS**

18 29. Plaintiffs bring a collective action for violations  
19 of the Fair Labor Standards Act (FLSA) and violations  
20 of the New York Labor Law (NYLL).

21  
22 30. Plaintiff brings this action the FLSA Claims on  
23 behalf of him/her and all similarly situated current  
24

1 and former worker employed by defendants' business  
2 stores owned, operated, and/or controlled by Defendants  
3 for a period of three years prior to the filing of this  
4 complaint and the date of final judgment in this matter,  
5 and who elect to opt-in to this action (the FLSA  
6 Collective Members or Class).  
7

8 31. At all relevant times, Plaintiffs and the FLSA  
9 Collective Members are and have been similarly  
10 situated, have had substantially similar job  
11 requirements and pay provisions, and are and have been  
12 subject to Defendants' decision, policy, plan, and  
13 common programs, practices, procedures, protocols,  
14 routines, and rules of willfully failing and refusing  
15 to pay Plaintiffs at the legally required over time  
16 wage for all hours worked and one-and-one-half times  
17 this rate for work in excess of forty hours per  
18 workweek. Plaintiffs' claims stated herein are  
19 essentially the same as those of the other FLSA  
20 Collective Members.  
21  
22  
23  
24



1 32. Defendants are aware or should have been aware that  
2 federal law required them to pay employees performing  
3 non-exempt duties an overtime premium for hours worked  
4 in excess of forty per workweek.  
5

6 33. The FLSA Collective Members are readily  
7 ascertainable.

8 34. For the purpose of notice and other purposes related  
9 to this action, their names and addresses are readily  
10 available from Defendants' records.  
11

12 35. Defendants violation is willful and/or intentional.

13 36. The claim is brought on behalf of all regular full-  
14 time hourly employees of Defendants who have been or  
15 will be employed by Defendants' stores located in the  
16 State of New York during the applicable statute of  
17 limitations prior to the date of the commencement of  
18 this action through the date of final disposition of  
19 this action ("the class period"), whom Defendants have  
20 required or permitted to perform work in excess of  
21 forty (40) hours per week without overtime wages.  
22  
23  
24

1 37. Common questions of law and fact exist as to  
2 Plaintiffs and the FLSA Collective Members that  
3 predominate over any questions only affecting them  
4 individually and include, but are not limited, the  
5 following:  
6

7 a. Whether Defendants have violated and continue to  
8 violate the Fair Labor Standards Act, 29 U.S.C. §§ 200  
9 et seq., and the supporting United States Department  
10 of Labor regulations, as alleged herein;  
11

12 b. Whether Defendants have violated and continue to  
13 violate New York Labor Law §§ 190 et seq., and 650 et  
14 seq., and the supporting New York State Department of  
15 Labor Regulations, as alleged herein;  
16

17 c. Whether Defendants have failed to compensate Plaintiffs  
18 and the FLSA Collective members for work performed in  
19 excess of forty (40) hours per workweek with overtime  
20 wages;  
21

22 d. Whether Defendants have engaged in a pattern, practice  
23 or policy of encouraging Plaintiffs and FLSA Collective  
24 members not to report all time worked;

1 e. Whether Defendants have engaged in a pattern, practice  
2 or policy of deleting hours actually worked by  
3 Plaintiffs and FLSA Collective members from records of  
4 their compensable time;

5  
6 f. Whether Defendants have failed to keep true and  
7 accurate time records for all hours worked by  
8 Plaintiffs and the FLSA Collective members;

9 g. The nature and extent of class-wide injury and the  
10 appropriate measure of damages for the FLSA Collective  
11 members.

12  
13 38. The claims of the Plaintiffs are typical of the  
14 claims of the FLSA Collective members he seeks to  
15 represent.

16 39. Both the Plaintiffs and the FLSA Collective members  
17 work or have worked for Defendants as full-time hourly  
18 employees in its stores in New York State.

19  
20 40. Plaintiffs and the Class were not paid the  
21 statutorily mandated overtime rate of one and one-half  
22 times the regular rate for each hour worked in excess  
23 of forty (40) in a given work week.

1 41. As a result, Plaintiffs and the FLSA Collective  
2 members have not been credited or compensated for work  
3 in excess of forty (40) hours per week that they have  
4 performed for the benefit of Defendants.

5  
6 42. Plaintiff and the FLSA Collective members have  
7 suffered damages, including lost overtime  
8 compensation, resulting from Defendants' wrongful  
9 conduct.

10 43. Plaintiffs will fairly and adequately represent and  
11 protect the interests of the members of the FLSA  
12 Collective members. Plaintiffs has retained counsel  
13 competent and experienced in complex labor and  
14 employment litigation.  
15

16  
17 **FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS**

18 44. All the work performed by Plaintiffs and the FLSA  
19 Collective members were assigned by defendants'  
20 managers and supervisors.  
21

22 45. Plaintiffs and the Class were suffered and/or  
23 permitted by Defendants to work in excess of forty (40)  
24

1 hours per week without the rate of compensation  
2 reflective of the statutorily mandated overtime rate  
3 of one and one-half times the regular rate.

4 **Failure to Properly Record Hours Worked and Earnings**

5  
6 46. On each workday, Defendants have scheduled  
7 Plaintiffs and the FLSA Collective members to work in  
8 shifts that begin and end at particular times.

9 47. Defendants did not provide Plaintiffs and the FLSA  
10 Collective members payroll check providing earnings,  
11 deductions and reimbursements, and miscellaneous  
12 information.

13  
14 48. Plaintiffs and the FLSA Collective members have not  
15 been properly compensated for, work in excess of forty  
16 (40) hours per week performed for the benefit of the  
17 Defendants.

18 **Widespread, Consistent and Willful Nature of Violations**

19  
20 49. Defendants' unlawful conduct has been widespread,  
21 repeated and consistent.

22 50. Defendants' managers and supervisors have known the  
23 Defendants' employees, including Plaintiffs and the

1 FLSA Collective members, perform work in excess of  
2 forty (40) hours per week.

3 51. Managers and supervisors observe the employees and  
4 often direct them in performing improperly compensated  
5 overtime work for the benefit of Defendants.  
6

7 52. Defendants have known that their supervisory and  
8 management personnel permitted or required Plaintiffs  
9 and the FLSA Collective members to perform work for the  
10 benefit of Defendant.  
11

12 53. As part of Defendants' regular business practice,  
13 Defendants failed to compensate Plaintiffs and the FLSA  
14 Collective members for the hours worked in excess of  
15 forty (40) hours per week at the statutorily mandated  
16 overtime rate of one and one-half times the regular  
17 rate for each hour over forty (40) per week.  
18

19  
20 **INDIVIDUAL REPRESENTATIVE PLAINTIFFS ALLEGATIONS**

21 54. Representative Plaintiff Pant is a resident of the  
22 City of New York, in the County of Queens, in the State  
23 of New York.  
24

1 55. Plaintiff Pant was employed by defendants from  
2 approximately January 2012 until May 20, 2016.

3 56. Plaintiff Pant worked as an hourly employee for the  
4 defendant's subject location.

5 57. Plaintiff Pant was a full-time employee regularly  
6 scheduled to work for the Defendants.

7 58. Plaintiff Pant was regularly scheduled to work over  
8 forty (40) hours per week.

9 59. Defendants did not provide a payroll checks or paid  
10 in check.

11 60. Defendants did not provide a payroll checks providing  
12 earnings, deductions and reimbursements, other  
13 information pursuant state and Federal Law.

14 61. Plaintiff Pant per hour wages were \$ 8.00 per hour  
15 from January 2012 Until December 2012.

16 62. Plaintiff Pant's per hour wages were \$ 8.89 per hour  
17 from January 2013 to December 31, 2014.

18 63. Plaintiff Pant's per hours wages were \$ 9 from  
19 January 2015 to May 2016.

1 64. Plaintiff worked regularly six days an each work week  
2 from January 2012 to December 2014, except October,  
3 November and December 2012 and January and February  
4 2013.

5  
6 65. Plaintiff worked for defendants seven days an each  
7 work week from January 2015 to May 20, 2016, except  
8 September and October of 2014.

9 66. Plaintiff Pant worked 54.50 (fifty four and one half  
10 hours) hours per week for each working week from  
11 January 2012 to December 2014, except October, November  
12 and December 2012 and January, February 2013 and  
13 September and October of 2014.

14  
15 67. Plaintiff Pant worked for defendant 64 (sixty-four  
16 hours) hours per week for each week from January 2015  
17 to May 20, 2016 except February, March and April 2015.

18 68. Defendant has not paid plaintiff's wages of 2315.50  
19 (two thousand three hundred fifteen dollars and fifty  
20 cents.  
21

22 69. Defendants failed to pay plaintiff Pant  
23 approximately more than in the amount of 66,757.06  
24



1 (sixty-six thousands, seven hundred and fifty seven  
2 dollars and six cents) and plus, interest, attorney  
3 fees, litigation cost and other damages.  
4

5  
6 **FIRST CAUSE OF ACTION - FAIR LABOR STANDARDS ACT**

7 **OVERTIME COMPENSATION**

8 70. Plaintiffs, on behalf of themselves and the FLSA  
9 Collective members, repeat, re-allege and incorporate  
10 by reference the foregoing allegations as if set forth  
11 fully and again herein.  
12

13 71. At all relevant times, defendants employed  
14 Plaintiffs and the FLSA Collective members within the  
15 meaning of the FLSA.

16 72. At all relevant times, defendants had a policy,  
17 practice and procedure of refusing to pay the  
18 statutorily mandated overtime compensation to their  
19 employees for hours worked in excess of forty (40)  
20 hours per work week.  
21

22 73. As a result of defendants' failure to compensate  
23 their employees, including Plaintiffs and the FLSA  
24

1 Collective members, at a rate not less than one and  
2 one-half times the regular rate of pay for work  
3 performed in excess of forty (40) hours per workweek,  
4 defendants have violated, and continue to violate, the  
5 FLSA, 29 U.S.C. §§ 201 et seq., including 29 U.S.C. §§  
6 207(a)(1) and 215(a).  
7

8 74. The foregoing conduct, as alleged, constitutes a  
9 willful violation of the FLSA within the meaning of 29  
10 U.S.C. §§ 255(a).  
11

12 75. Due to defendants' FLSA violations, Plaintiffs and  
13 the Class are entitled to recover from defendants their  
14 unpaid overtime compensation, an additional equal  
15 amount as liquidated damages, interest, reasonable  
16 attorneys' fees and costs and disbursements of this  
17 action, pursuant to 29 U.S.C. § 216(b).  
18  
19

20 **SECOND CAUSE OF ACTION - NEW YORK LABOR LAW OVERTIME**

21 **COMPENSATION**

22 76. Plaintiffs, on behalf of themselves and the Class,  
23 repeat, re-allege and incorporate by reference the  
24

1 foregoing allegations as if set forth fully and again  
2 herein.

3 77. At all relevant times, Plaintiffs and the Class were  
4 employed by the defendants within the meaning of the  
5 New York Labor Law, §§ 2, 190, and 651.  
6

7 78. Defendants willfully violated Plaintiffs' and the  
8 Class's rights by failing to pay full overtime  
9 compensation at rates not less than one and one-half  
10 times the regular rate of pay for each hour worked in  
11 excess of forty hours per workweek in violation of the  
12 New York Labor Law §§ 160, 190 et seq., and 650 et  
13 seq., and its supporting regulations in 12 N.Y.C.R.R.  
14 § 142-2.2.  
15

16 79. Defendant's failure to pay overtime was willful and  
17 lacked a good faith basis, within the meaning of the  
18 New York Labor Law §§ 198, 663 and supporting  
19 regulations.  
20

21 80. Due to defendants' New York Labor Law Violations,  
22 Plaintiffs and the Class are entitled to recover from  
23 defendants, their unpaid overtime compensation,  
24

1 liquidated damages equal to one hundred percent of the  
2 total amount of the wages found to be due, prejudgment  
3 interest, all reasonable attorney's fees and costs, and  
4 disbursements of the action, pursuant to New York Labor  
5 Law §§ 198 and 663.  
6

7  
8 **THIRD CAUSE OF ACTION - NEW YORK LABOR LAW WAGE THEFT**

9 **PREVENTION ACT**

10 81. Plaintiffs, on behalf of themselves and the Class,  
11 repeat, re-allege and incorporate by reference the  
12 foregoing allegations as if set forth fully and again  
13 herein.  
14

15 82. Defendants willfully violated Plaintiffs' and the  
16 Class's rights by failing to provide them with the wage  
17 notices required by the Wage Theft Prevention Act when  
18 Plaintiffs and the Class were hired, or at any time  
19 thereafter.  
20

21 83. Defendants willfully violated Plaintiffs' and the  
22 Class's rights by failing to provide them with proper  
23

1 notice as required by New York Labor Law § 195 at any  
2 time during their employment.

3 84. New York Labor Law § 195(1) provides, inter alia,  
4 that every employer shall furnish a notice containing  
5 the rate or rates of pay, the regular pay day, name of  
6 employer and employer's contact information as well as  
7 any such other information as deemed material and  
8 necessary by the commissioner of labor of the state of  
9 New York.  
10

11 85. Defendants willfully violated Plaintiffs' and the  
12 Class's rights by failing to provide them with accurate  
13 weekly wage statements as required by New York Labor  
14 Law § 195 at any time during their employment.  
15

16 86. New York Labor Law § 195(3) provides, inter alia,  
17 that every employer shall furnish each employee with  
18 every payment of wages, with a statement, listing gross  
19 wages, deductions and net wages, the regularly hourly  
20 rate of pay, as well as the overtime rate of pay, and  
21 upon the request of an employee furnish an explanation  
22 of how such wages were computed.  
23

1 87. Due to defendants' violations of the New York Labor  
2 Law, Plaintiffs and the Class are entitled to recover  
3 from defendants statutory damages of \$50.00 for each  
4 work day, up to \$5,000.00 total, defendants' failed to  
5 provide a notice as required by New York Labor Law  
6 §195(1), together with costs and reasonable attorney's  
7 fees.  
8

9 88. Due to defendants' violations of the New York Labor  
10 Law, Plaintiffs and the Class are entitled to recover  
11 from defendants statutory damages of \$250.00 for each  
12 work day, up to \$5,000.00, defendants failed to provide  
13 accurate weekly wage statements as required by New York  
14 Labor Law 195(3), together with costs and reasonable  
15 attorney's fees.  
16  
17  
18

19 **PRAYER FOR RELIEF**

20  
21 WHEREFORE, Plaintiff on behalf of himself and all members  
22 of the proposed Class pray for relief as follows:  
23  
24

1 1. Certification of this case as a collective action  
2 pursuant to the Fair Labor Standards Act.

3 2. Designation of Representative Plaintiffs Pant as  
4 representative of the Class, and their counsel of record  
5 as Class Counsel;  
6

7 3. Award Plaintiffs Pant more than in the amount of  
8 approximately 66,757.06 (sixty six<sup>m</sup> thousands, seven  
9 hundred and fifty seven dollars and six cents) and plus,  
10 interest, reasonable attorney fees, litigation cost and  
11 other damages.  
12

13 4. Award Plaintiffs and the Class their unpaid overtime  
14 wages due under the Fair Labor Standards Act and New York  
15 Labor Law in an amount that cannot be currently  
16 calculated with specificity;

17 5. Award Plaintiffs and the Class the liquid damages  
18 and statutorily mandated penalties under the Fair Labor  
19 Standards Act and New York Labor Law as stated above;  
20

21 6. Award Plaintiffs and the Class the costs of this  
22 action incurred herein, including reasonable attorneys'  
23 fees and expert fees;  
24

1 7. Award Plaintiffs and the Class Pre-Judgment and Post-  
2 Judgment interest, as provided by law;

3 8. Permanently enjoin Defendants from continuing to  
4 engage in the aforementioned unlawful activity

5 9. Grant such other and further legal relief as this  
6 Court deems necessary, just and proper.  
7

8  
9 **DEMAND FOR TRIAL BY JURY**

10  
11 Pursuant to Federal Rules of Civil Procedure Rule  
12 38, Plaintiffs and the Class demand a trial by jury on  
13 all issues so triable  
14

15 Dated: Jackson Heights, New York  
16 January 2<sup>nd</sup>, 2018

17 BHURTEL LAW FIRM PLLC

18 

19 Durga P. Bhurtel, Esq.  
20 Attorney for Plaintiff,  
21 SHANTJI PANT, Individually  
22 and on Behalf of All Others  
23 Similarly Situated  
24 37-49 75<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Jackson Heights, New York,  
11372

Tel: (718) 509-6181



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Fax: (917) 396-4622  
Email:  
deb@attorneybhurtel.com

CONSENT TO SUE

By my signature below, I hereby declare and authorize the filing and prosecution of claims in my name and on my behalf to contest Randhawa Fashion Inc., 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 the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning this lawsuit. I have been provided with a copy of a retainer agreement with the Bhurtel Law Firm PLLC, and I agree to be bound by its terms.

Dated: Jackson Heights New York  
January 2, 2018



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SHANTAJI PANT

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Civil Action No:

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SHANTAJI PANT, Individually and on Behalf of All  
Others Similarly Situated,

Plaintiffs,

V.

GURDIP SINGH, HARPREET KAUR RANDHAWA, a/k/a HARPREET K  
RANDHAN, a/k/a HARPREET S RANDHAWA a/k/a HARPREET KAUR and  
RANDHAWA INC., d/b/a RANHAWA or RANDHAWA CLOTHING

Defendants.

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COMPLAINT

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**Bhurtel Law Firm PLLC**  
*Attorney for Plaintiff(s)*

*Office and Post office Address, Telephone*

**3749 75<sup>th</sup> Street 2<sup>nd</sup> Floor**  
**Jackson Heights, NY 11372**  
**Phone # 718-509-6181**

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Service of a copy of the within is hereby admitted by Attorney for the defendant on Dated,  
by

.....  
*Attorney(s) for defendants BY:*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Operators of Brooklyn Retailer Woodstack Pegged with Unpaid Overtime Complaint](#)

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