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7 *Attorneys for the Plaintiff*

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

10 Juan Carlos Pino, *on behalf of himself and* )  
11 *others similarly situated,* )

Civil Case No.:

12 *Plaintiff,* )

**FLSA COLLECTIVE ACTION**

13 -v- )

**COMPLAINT**

14 P&M Live Poultry Inc., Mike Lee, Tsuan )  
15 Ching Lee, and Peter Doe, *jointly and* )  
16 *severally,* )

17 *Defendant.* )

18 **NATURE OF THE ACTION**

19 1. Plaintiff, Juan Carlos Pino ("Plaintiff"), brings this action under the Fair Labor  
20 Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*, on behalf of himself and others similarly  
21 situated, in order to remedy Defendants' wrongful withholding of Plaintiff's overtime  
22 compensation. Plaintiff also brings these claims under New York Labor Law ("NYLL"),  
23 Article 6, §§ 190 *et seq.*, as well as the supporting New York State Department of Labor  
24 Regulations for violations of overtime wages, and notice and wage statement requirements.  
25 Finally, Plaintiff brings a claim under NYLL, Article 20-C § 740 for retaliatory personnel  
26 action by Defendants.  
27  
28



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

4 **Personal Jurisdiction**

5 9. This Court may properly maintain personal jurisdiction over Defendants under  
6 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and  
7 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply  
8 with traditional notions of fair play and substantial justice.  
9

10 **Venue**

11 10. Venue is proper in the Eastern District of New York under 8 U.S.C. §§ 1391 (b)  
12 (1) and (2) because Defendants conduct business in this judicial district and because a  
13 substantial part of the acts or omissions giving rise to the claims set forth herein occurred in  
14 this judicial district.  
15

16 **THE PARTIES**  
17 **(Plaintiff)**

18 **Juan Carlos Pino**

19 11. Plaintiff Juan Carlos Pino ("Plaintiff") is an adult individual residing in the state  
20 of New York, County of Queens.

21 12. Plaintiff is a covered employee within the meaning of the FLSA, 29 U.S.C. §  
22 203(e), and NYLL §§ 190 and 740(1)(a).  
23

24 13. Plaintiff was employed as a butcher for the Defendants at their store located at  
25 131-62 Avery Ave, Flushing, New York 11355.

26 14. Plaintiff was employed by the Defendants from August 19, 2016 to December  
27 15, 2016.  
28

1           15. Plaintiff's duties included, but were not limited to: slaughtering and boiling  
2 chickens, turkeys, pigeons, ducks, rabbits; removing the feathers by hand; and using and  
3 operating machinery designed to prepare animals for consumption. Plaintiff performed these  
4 duties under the direction and control of the Defendants collectively.

5           16. During his period of employment with the Defendants, Plaintiff was scheduled  
6 to work from 8 a.m. to 5.30 p.m. for six (6) days each week. He took a lunch break for half an  
7 hour each day. Friday was his day off. Accordingly, Plaintiff worked for approximately fifty-  
8 four (54) hours per week.

9           17. Plaintiff was compensated at a fixed rate of Seventy Five Dollars (\$75) per day,  
10 regardless of the number of hours he worked. Plaintiff was always paid in cash each Sunday of  
11 the week.  
12

13           18. Plaintiff's hourly rate of pay considering the number of hours worked, came  
14 down to Eight and 33/100 Dollars (\$8.33) which was less than New York state's minimum  
15 wage at the relevant time period complained.  
16

17           19. Defendants repeatedly suffered or permitted Plaintiff to work over forty (40)  
18 hours per week without paying him the appropriate premium overtime pay of one and one-half  
19 times the statutory minimum wage.  
20

21           20. During the period of his employment, Plaintiff complained to the Defendants  
22 several times regarding his pay, however, Defendants failed to take any action or provide any  
23 recourse in response to such complaints.  
24

25           21. Plaintiff was never provided with wage statements detailing, inter alia, dates  
26 worked, money received, and the employer's details at any point during the time of his  
27 employment with Defendants.  
28

1           22. Plaintiff was not provided with a notice containing, inter alia, the rate and basis  
2 of his pay; the designated pay date; and the employer's name, address and telephone number at  
3 the time of hiring or at any point thereafter.

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

8           24. Throughout the duration of his employment, Plaintiff did not have any  
9 supervisory authority over any of Defendants' employees, nor did he exercise discretion or  
10 independent judgment with respect to matters of significance.

11           25. During the period of his employment with the Defendants, Plaintiff regularly  
12 handled goods in interstate commerce, such as, meat, tools, and machinery, imported from  
13 outside the state of New York.  
14

15           26. Plaintiff consented in writing to be a party to the FLSA claims in this action,  
16 pursuant to 29 U.S.C. §216 (b).  
17

18           27. Through discussions in the workplace, Plaintiff became aware of other  
19 employees who were not paid wages at an overtime rate for all their hours worked above forty  
20 (40) hours per week.

21           28. On December 14, 2016, while Plaintiff was working for Defendants, Plaintiff  
22 and another employee of the Defendants, Ms. Aura Cruz, got into a verbal dispute while they  
23 were retrieving corn to feed the animals. Ms. Cruz then picked up a knife and charged at the  
24 Plaintiff. As a result, Plaintiff was in fear of serious injury.  
25

26           29. This incident occurred while both Plaintiff and the other employee were acting  
27 within the course and scope of their employment.  
28



- d. Defendants all simultaneously benefitted from Plaintiff's work.
- e. Defendants each had either functional and/or formal control over the terms and conditions of the work of the Plaintiff and similarly situated employees.
- f. Plaintiff and similarly situated employees performed work integral to the Defendants' operation.

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

**(Corporate Defendant)**

**P&M Live Poultry Inc.**

36. P&M Live Poultry Inc. is a domestic business corporation formed on March 28, 2003, organized and existing under the laws of the State of New York.

37. P&M Live Poultry Inc. is a livestock and meat processing company located at 131-62 Avery Avenue, Flushing, New York 11355.

38. At all relevant times, P&M Live Poultry Inc. was a covered employer within the meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.

39. P&M Live Poultry Inc., operates seven (7) days of the week and employs at least five (5) full-time employees.

40. At all relevant times, P&M Live Poultry Inc. maintained control, oversight, and direction over the Plaintiff, including timekeeping, payroll, and other employment practices that applied to him.

41. At all relevant times, P&M Live Poultry Inc. was "an enterprise engaged in commerce" within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its employees were handling meat, tools, and machinery, produced or manufactured outside the state of New

1 York and imported in New York.

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

5  
6 **(Individual Defendants)**

7 **Mike Lee**

8 43. Upon information and belief, at all relevant times, Mike Lee, ("Mike") was, at  
9 the time of Plaintiff's employment, owner, principal, authorized operator, manager,  
10 shareholder, and/or agent of Corporate Defendant.

11 44. At all relevant times throughout Plaintiff's employment, Mike had the  
12 discretionary power to create and enforce personnel decisions on behalf of the Corporate  
13 Defendant, including but not limited to: hiring and terminating employees; setting and  
14 authorizing issuance of wages; maintaining employee records; setting Plaintiff's schedule;  
15 instructing and supervising Plaintiff; reprimanding employees if they did not perform their  
16 duties adequately; and otherwise controlling the terms and conditions for the Plaintiff while he  
17 was employed by Defendants.  
18

19  
20 45. Specifically, Mike fired Plaintiff in retaliation of making a complaint to the  
21 Police in December 2016.

22 46. At all relevant times throughout Plaintiff's employment, Mike was actively  
23 involved in the day-to-day operations of the Corporate Defendant.  
24

25 47. At all relevant times throughout Plaintiff's employment, Mike was a "covered  
26 employer" within the meaning of the FLSA and the NYLL, and employed or jointly employed  
27 Plaintiff, and is personally liable for the unpaid wages sought herein as well as the retaliation  
28



1 claims, pursuant to 29 U.S.C. § 203(d) and NYLL §740.

2 **Tsuan Ching Lee**

3 48. Upon information and belief, at all relevant times, Tsuan Ching Lee, (“Tsuan”)  
4 was, at the time of Plaintiff’s employment, owner, principal, authorized operator, manager,  
5 shareholder, and/or agent of Corporate Defendant.

6  
7 49. At all relevant times throughout Plaintiff’s employment, Tsuan had the  
8 discretionary power to create and enforce personnel decisions on behalf of the Corporate  
9 Defendant, including but not limited to: hiring and terminating employees; setting and  
10 authorizing issuance of wages; maintaining employee records; setting Plaintiff’s schedule;  
11 instructing and supervising Plaintiff; reprimanding employees if they did not perform their  
12 duties adequately; and otherwise controlling the terms and conditions for the Plaintiff while he  
13 was employed by Defendants.

14  
15 50. Upon information and belief, Mike consulted with Tsuan prior to retaliating  
16 against the Plaintiff.

17  
18 51. At all relevant times throughout Plaintiff’s employment, Tsuan was actively  
19 involved in the day-to-day operations of the Corporate Defendant.

20 52. At all relevant times throughout Plaintiff’s employment, Tsuan was a "covered  
21 employer" within the meaning of the FLSA and the NYLL, and employed or jointly employed  
22 Plaintiff, and is personally liable for the unpaid wages sought herein as well as the retaliation  
23 claims, pursuant to 29 U.S.C. § 203(d) and NYLL §740.

24  
25 **Peter Doe**

26 53. Upon information and belief, at all relevant times, Peter Doe, (“Peter”) was, at  
27 the time of Plaintiff’s employment, owner, principal, authorized operator, manager, and/or  
28

1 agent of Corporate Defendant.

2 54. At all relevant times throughout Plaintiff's employment, Peter had the  
3 discretionary power to create and enforce personnel decisions on behalf of the Corporate  
4 Defendant, including but not limited to: hiring and terminating employees; setting and  
5 authorizing issuance of wages; maintaining employee records; setting Plaintiff's schedule;  
6 instructing and supervising Plaintiff; reprimanding employees if they did not perform their  
7 duties adequately; and otherwise controlling the terms and conditions for the Plaintiff while he  
8 was employed by Defendants.  
9

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

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

20 57. At all relevant times throughout Plaintiff's employment, Peter was actively  
21 involved in the day-to-day operations of the Corporate Defendant.  
22

23 58. At all relevant times throughout Plaintiff's employment, Peter was a "covered  
24 employer" within the meaning of the FLSA and the NYLL, and employed or jointly employed  
25 Plaintiff, and is personally liable for the unpaid wages sought herein as well as the retaliation  
26 claims, pursuant to 29 U.S.C. § 203(d) and NYLL §740.  
27  
28

**COLLECTIVE ACTION ALLEGATIONS**

1  
2 59. Pursuant to 29 U.S.C. §§ 203, 207 and 216(b), Plaintiff brings his First  
3 Cause of Action as a collective action under the FLSA on behalf of himself and the following  
4 collective:

5 All persons employed by Defendants at any time since April 11,  
6 2014, and through the entry of judgment in this case (the  
7 “Collective Action Period”) who worked as non-management  
8 employees (the “Collective Action Members”) for the Defendants.  
9

10 60. A collective action is appropriate in these circumstances because Plaintiff and  
11 the Collective Action Members are similarly situated, in that they were all subject to  
12 Defendants' illegal policies of failing to pay overtime premiums for work performed in excess  
13 of forty (40) hours each week.  
14

15 61. Plaintiff and the Collective Action Members have substantially similar job  
16 duties and are paid pursuant to a similar, if not the same, payment structure.  
17

18 62. The claims of Plaintiff stated herein are similar to those of the other employees.  
19

**FIRST CAUSE OF ACTION**

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

20  
21 63. Plaintiff, on behalf of himself and the Collective Action Members, realleges and  
22 incorporates by reference the allegations made in all preceding paragraphs as if fully set forth  
23 herein.  
24

25 64. At all relevant times, Plaintiff and the Collective Action Members, were  
26 employees employed by Defendants within the meaning of the FLSA, 29 U.S.C. § 203(d),  
27 (e)(1), and (g).  
28

1           65. At all times relevant, Defendants have been employers of Plaintiff and the  
2 Collective Action Members, and were engaged in commerce and/or the production of goods  
3 for commerce within the meaning of 29 U.S.C. §§ 203(s)(1) and 207.

4           66. The overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207 (a)(1) and  
5 the supporting federal regulations, apply to Defendants and protect Plaintiff and the Collective  
6 Action Members.

7           67. Defendants have failed to pay Plaintiff and the Collective Action Members  
8 overtime wages at a rate of one and one-half times the regular rate at which they were  
9 employed for but under no instance less than one and one-half times the statutory minimum  
10 wage for all of the hours that they worked in excess of forty (40) hours per workweek.

11           68. As a result of Defendants' violations of the FLSA, Plaintiff and the Collective  
12 Action Members have been deprived of overtime compensation, and are entitled to recovery of  
13 such amounts, liquidated damages, attorneys' fees, costs, and other compensation pursuant to  
14 29 U.S.C. § 216 (b).

15           69. Defendants' unlawful conduct, as described in this Complaint, has been willful  
16 and intentional. Defendants were aware, or should have been aware, that the practices  
17 described in this Complaint were unlawful.

18           70. Defendants have not made a good faith effort to comply with the FLSA with  
19 respect to the compensation of the Plaintiff and the Collective Action Members.

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

23           72. Because Defendants' violations of the FLSA have been willful, a three-year  
24  
25  
26  
27  
28

1 statute of limitations applies pursuant to 29 U.S.C. § 255(a).

2  
3 **SECOND CAUSE OF ACTION**

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

5 73. Plaintiff realleges and incorporates by reference all allegations in all preceding  
6 paragraphs.

7 74. Defendants have engaged in widespread pattern, policy, and practice of  
8 violating the NYLL, as detailed in this Complaint.

9 75. At all relevant times referenced herein, Plaintiff has been an employee of  
10 Defendants, and Defendants have been employers of Plaintiff within the meaning of the NYLL  
11 §§ 190, 651(5), 652, and the supporting New York State Department of Labor Regulations.

12 76. The overtime wage provisions as set forth in NYLL §§ 190 *et seq.* and the  
13 supporting New York State Department of Labor Regulations apply to Defendants and protect  
14 Plaintiff.  
15

16 77. Defendants have failed to pay Plaintiff proper overtime to which he was entitled  
17 to at a wage rate of one and one-half times the employee's regular rate but under no instance  
18 less than one and one-half times the statutory minimum wage as defined by the New York  
19 State Department of Labor regulations, 12 N.Y.C.R.R. § 142-2.2.  
20

21 78. Through their knowing or intentional failure to pay Plaintiff proper overtime  
22 wages for hours worked in excess of forty (40) hours per workweek, Defendants have willfully  
23 violated the NYLL §§ 190 *et seq.*, and the supporting New York State Department of Labor  
24 Regulations.  
25

26 79. Defendants' failure to pay Plaintiff overtime compensation was willful within  
27 the meaning of NYLL § 663.  
28

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

4 81. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from  
5 Defendants his unpaid overtime wages, liquidated damages as provided for by the NYLL,  
6 reasonable attorneys' fees and costs of the action, pre-judgment and post-judgment interest,  
7 pursuant to NYLL § 198 (1-a).  
8

9 **THIRD CAUSE OF ACTION**

10 **New York Labor Law– Failure to Provide Notice at the Time of Hiring or at Any Time**  
11 **Thereafter**  
12

13 82. Plaintiff realleges and incorporates by reference all allegations in all preceding  
14 paragraphs.

15 83. Defendants have failed to provide Plaintiff, at the time of hiring or at any time  
16 thereafter, a notice containing the rate of pay and basis thereof, whether paid by the hour, shift,  
17 day, week, salary, piece, commission, or other; the regular pay day designated by the  
18 employer; the physical address of the employer's main office or principal place of business; the  
19 telephone number of the employer, and anything otherwise required by law, in violation of  
20 NYLL § 195(1).  
21

22 84. Due to Defendants' violations of the NYLL § 195(1), Plaintiff is entitled to  
23 recover from Defendants statutory damages of Fifty Dollars (\$50) per workday that the  
24 violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL §  
25 198 (1-b).  
26  
27  
28

**FOURTH CAUSE OF ACTION**

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

1  
2  
3 85. Plaintiff realleges and incorporates by reference all allegations in all preceding  
4 paragraphs.

5 86. Defendant has failed to provide Plaintiff with wage statements listing his rate of  
6 pay; the period covered; gross wages; deductions; net wages; overtime pay; and anything  
7 otherwise required by law, in violation of NYLL § 195(3).  
8

9 87. Due to Defendants’ violations of the NYLL, Plaintiff is entitled to recover from  
10 Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per work day that the  
11 violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL §  
12 198 (1-d).  
13

**FIFTH CAUSE OF ACTION**

**New York Labor Law– Retaliatory Action by Employers**

14  
15  
16 88. Plaintiff realleges and incorporates by reference all allegations in all preceding  
17 paragraphs.  
18

19 89. At all relevant times, Plaintiff was an employee of Defendants and Defendants  
20 were employers of Plaintiff within the meaning of NYLL , Article 20-C § 740.

21 90. Through the doctrine of respondeat superior, Defendants are vicariously liable  
22 for an employee's tortious acts when they are made during the course and scope of their  
23 employment.  
24

25 91. In addition, Defendants may be held liable for negligent hiring, supervision, and  
26 retention of an employee.

27 92. Following the incident experienced by Plaintiff on December 14, 2016, after  
28

1 informing the Defendants of the actions of Ms. Cruz, and affording them sufficient opportunity  
2 to correct the situation, Plaintiff called the police and disclosed to them the Defendants' and  
3 their employee's illegal behavior which constituted a substantial danger not only to the health  
4 and safety of Plaintiff, but to those other workers and any members of the general public  
5 within close vicinity.

6  
7 93. As a result, Defendants retaliated against the Plaintiff and Defendant Mike  
8 discharged him on December 16, 2016 for disclosing to the Police the above illegal activities  
9 of Defendants in violation of NYLL Article 20-C § 740(2)(a).

10 94. Due to Defendants' violations, Plaintiff is entitled to recover statutory damages  
11 from Defendants for lost wages, benefits and other remuneration and for reasonable costs,  
12 disbursements, and attorney's fees, pursuant to NYLL § 740(5).

13  
14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff seeks the following relief:

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

20  
21 B. An order tolling the statute of limitations;

22 C. Issuance of a declaratory judgment that the practices complained of in this  
23 complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New  
24 York Labor Law, Article 6, §§ 190 *et seq.*, and Article 20-C, §§ 740 *et seq.* and the supporting  
25 New York State Department of Labor Regulations;  
26  
27  
28



1 D. Unpaid overtime wages under the FLSA and an additional and equal amount as  
2 liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting United States  
3 Department of Labor regulations;

4 E. Unpaid overtime wages under NYLL, and an additional and equal amount as  
5 liquidated damages pursuant to NYLL §198(1-a) and §663(1);  
6

7 F. Compensation for lost wages, benefits and other remuneration arising out of  
8 Defendants' retaliatory action against Plaintiff pursuant to NYLL § 740(5)(d).

9 G. Civil penalties of One Thousand One Hundred Dollars (\$1,100) for each of  
10 Defendants' willful and repeated violation of the FLSA pursuant to 29 U.S.C.A. § 216(b);  
11

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

14 I. An award of statutory damages for Defendants' failure to provide Plaintiff with  
15 accurate wage statements pursuant to NYLL § 198 (1-d);  
16

17 J. A permanent injunction requiring Defendants to pay all statutorily required  
18 wages pursuant to the FLSA and NYLL;

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

21 L. An award of pre-judgment interest of nine per centum per annum (9%) pursuant  
22 to the New York Civil Practice Law and Rules §§ 5001-5004;  
23

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

26 N. An award of attorney's fees, costs, and further expenses up to fifty dollars,  
27 pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198, 663(1) and 740(5)(e);  
28

1 O. Such other relief as this Court shall deem just and proper.

2  
3 Dated: Astoria, New York  
4 April 11, 2017

5 Respectfully submitted,  
6 **PARDALIS & NOHAVICKA, LLP**

7 By: /s/Ariadne Panagopoulou  
8 Ariadne Panagopoulou (AP-2202)  
9 *Attorneys for the Plaintiff*  
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12 Tel: 718.777.0400 | Fax: 718.777.0599  
13 Email: ari@pnlawyers.com  
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NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

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

Dated: 3/13/2016 2017

x Juan Carlos Pino

Signature

Juan Carlos Pino

Print

91-26 120 st richmond hills  
zipcode 11418

Address

347.806.9005

Telephone



AFFI(762953)756638

Q16659661

CRIMINAL COURT OF THE CITY OF NEW YORK  
PART APAR, COUNTY OF QUEENS

THE PEOPLE OF THE STATE OF NEW YORK

STATE OF NEW YORK  
COUNTY OF QUEENS

V.

AURA CRUZ (32Y)  
13743085K

DEFENDANT

POLICE OFFICER THOMAS RAFFERTY OF 109TH PRECINCT, TAX REG#: 952139, BEING DULY SWORN, DEPOSES AND SAYS THAT ON OR ABOUT DECEMBER 14 2016 AT ABOUT 1:35PM, INSIDE OF 131-62 AVERY AVENUE (LIVE POULTRY), COUNTY OF QUEENS, STATE OF NEW YORK, THE DEFENDANT COMMITTED THE OFFENSES OF:

- PL 120.14-1 [AM] MENACING IN THE SECOND DEGREE - (DNA SAMPLE REQUIRED UPON CONVICTION)
- PL 110/120.00-1 [BM] ATTEMPTED ASSAULT IN THE THIRD DEGREE - (DNA SAMPLE REQUIRED UPON CONVICTION)
- PL 240.26-1 [V] HARASSMENT IN THE SECOND DEGREE

PL 120.14-1 [AM] MENACING IN THE SECOND DEGREE - (DNA SAMPLE REQUIRED UPON CONVICTION)

--- INTENTIONALLY PLACED OR ATTEMPTED TO PLACE ANOTHER PERSON IN REASONABLE FEAR OF PHYSICAL INJURY, SERIOUS PHYSICAL INJURY OR DEATH BY DISPLAYING A DEADLY WEAPON, DANGEROUS INSTRUMENT OR WHAT APPEARS TO BE A PISTOL, REVOLVER, RIFLE, SHOTGUN, MACHINE-GUN OR OTHER FIREARM.;

PL 110/120.00-1 [BM] ATTEMPTED ASSAULT IN THE THIRD DEGREE - (DNA SAMPLE REQUIRED UPON CONVICTION)

--- WITH INTENT TO CAUSE PHYSICAL INJURY TO ANOTHER PERSON, DID ATTEMPT TO CAUSE PHYSICAL INJURY TO SUCH PERSON OR A THIRD PERSON;

PL 240.26-1 [V] HARASSMENT IN THE SECOND DEGREE

--- WITH THE INTENT TO HARASS, ANNOY, OR ALARM ANOTHER PERSON, THE DEFENDANT(S) DID STRIKE, SHOVE, KICK, OR SUBJECTED ANOTHER PERSON TO PHYSICAL CONTACT, OR ATTEMPTED OR THREATENED TO DO THE SAME.

THE ABOVE OFFENSES WERE COMMITTED AS FOLLOWS:

DEPONENT STATES THAT HE IS INFORMED BY THE COMPLAINANT, JUAN CARLOS PINO, THAT AT THE ABOVE MENTIONED DATE, TIME AND PLACE OF OCCURRENCE, HE



AFF[762953]756638

CRUZ,AURA Q16659661

AND THE DEFENDANT, AURA CRUZ, GOT INTO A VERBAL DISPUTE.

DEPONENT FURTHER STATES THAT HE IS INFORMED BY THE COMPLAINANT THAT THE DEFENDANT ATTEMPTED TO HIT HIM.

DEPONENT FURTHER STATES THAT HE IS INFORMED BY THE COMPLAINANT THAT THE DEFENDANT THEN PICKED UP A KNIFE AND CHARGED HIM WITH THE KNIFE.

DEPONENT FURTHER STATES THAT HE IS INFORMED BY THE COMPLAINANT THAT THE ABOVE MENTIONED ACTIONS OF THE DEFENDANT CAUSED HIM ANNOYANCE, ALARM AND FEAR OF PHYSICAL INJURY.

FALSE STATEMENTS MADE IN THIS DOCUMENT ARE PUNISHABLE AS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW

10/15/16 *[Handwritten Signature]*  
DATE SIGNATURE

SWORN TO BEFORE ME ON THE  
DAY OF

*[Handwritten Signature]*  
DATE SIGNATURE

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Juan Carlos Pino, on behalf of himself and others
similarly situated

Plaintiff(s)

v.

P&M Live Poultry Inc., Mike Lee, Tsuan Ching Lee,
and Peter Doe, jointly and severally

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

- To: (Defendant's name and address) 1. P&M Live Poultry Inc. - 131-62 Avery Avenue, Flushing, NY 11355
2. Mike Lee - 131-62 Avery Avenue, Flushing, NY 11355
3. Tsuan Ching Lee - 131-62 Avery Avenue, Flushing, NY 11355
4. Peter Doe - 131-62 Avery Avenue, Flushing, NY 11355

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Pardalis & Nohavicka LLP
35-10 Broadway, Suite 204,
Astoria, NY 11106
(718) 777-0400

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 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

Juan Carlos Pino, on behalf of himself and others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Pardalis & Nohavicka LLP 35-10 Broadway, Suite 204, Astoria, NY 11106 (718) 777-0400

DEFENDANTS

P&M Live Poultry Inc., Mike Lee, Tsuan Ching Lee, and Peter Doe, jointly and severally

County of Residence of First Listed Defendant Queens, 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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

Large grid of categories for nature of suit: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (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: Unpaid overtime wages

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 4/11/2017 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



CERTIFICATION OF ARBITRATION ELIGIBILITY

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

I, Ariadne Panagopoulou, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
the complaint seeks injunctive relief,
the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No
2.) If you answered "no" above:
a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? No
b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court. Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: Ariadne



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [P&M Live Poultry Sued Over Alleged Unpaid Wages and Retaliation](#)

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