

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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LUIS UREÑA, on behalf of himself and all  
others similarly situated,

Plaintiff,

**COMPLAINT**

-against-

PARAMOUNT CHOICE SERVICES, INC.,

Defendant.

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Plaintiff Luis Ureña (“Mr. Ureña” or “Plaintiff”), on behalf of himself and all others similarly situated, by and through his counsel, Bell Law Group PLLC, as and for his Complaint in this action against Defendant Paramount Choice Services, Inc. (“Paramount” or “Defendant”), hereby alleges as follows:

**PRELIMINARY STATEMENT**

1. This action is brought to redress Defendant’s unlawful wage practices.
2. In particular, Defendants failed to pay Plaintiff and all others similarly situated proper overtime wages in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.* and the New York Labor Law (“NYLL”), §§ 650, *et seq.*
3. Defendants also failed to provide Plaintiff and all others similarly situated with accurate wage statements in violation of NYLL § 195.
4. Plaintiff’s claims under the FLSA are brought as a collective action, pursuant to 29 U.S.C. § 216(b), on behalf of himself and on behalf of all other similarly situated persons who were/are employed by Defendant in the same or similar positions as Plaintiff who were/are not paid overtime at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek for the period of three (3) years before the date of this

filing to the date of the final disposition of this action (the “FLSA Collective Period”). Plaintiff and all such other similarly situated persons are jointly referred to herein as the “FLSA Collective.”

5. Members of the FLSA Collective are similarly situated because they were all subject to Defendant’s common policy and/or practice that resulted in not paying overtime at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek during the FLSA Collective Period.

6. Plaintiff’s claims under the NYLL are brought as a class action pursuant to Federal Rule of Civil Procedure (“FRCP”) 23 on behalf of himself and on behalf of all other similarly situated persons who were/are employed by Defendant in the same or similar positions as Plaintiff who were/are not: (1) paid overtime at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) per workweek; and (2) provided accurate wage statements, for the period of six (6) years before the date of this filing to the date of the final disposition of this action (the “NYLL Class Period”). Plaintiff and all other such similarly situated persons are jointly referred to herein as the “NYLL Class.”

7. Members of the NYLL Class are similarly situated because they were all subject to Defendant’s common policy and/or practice that resulted in not paying overtime at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek and were not provided accurate wage statements during the NYLL Class Period.

#### **JURISDICTION AND VENUE**

8. The Court has subject matter jurisdiction over this action because the action involves the deprivation of Plaintiff’s rights under the FLSA pursuant to 28 U.S.C. §§ 1331 and

1343. The Court has supplemental jurisdiction over Plaintiff's claims under the NYL pursuant to 28 U.S.C. § 1367(a).

9. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Defendant is a domestic business corporation doing business in the State of New York and a substantial part of the events or omissions giving rise to this action occurred in this district.

### **PARTIES**

10. Plaintiff Luis Ureña is a resident of the State of New York, residing at 770 East 166th Street, Bronx, NY 10456.

11. At all relevant times, Plaintiff was an "employee" of Defendant within the meaning of all applicable statutes.

12. Defendant Paramount Choice Services, Inc. is a New York corporation with a principal place of business at LaGuardia Airport in Queens, NY.

13. At all relevant times, Defendant was an "employer" within the meaning of all applicable statutes, and an enterprise engages in commerce as defined by FLSA §§ 203(r) and (s), with annual gross volume business in an amount not less than \$500,000.

### **FACTUAL ALLEGATIONS**

14. Plaintiff began working for Defendant on or about June 3, 2014.

15. For more than the first year of his employment, Plaintiff worked seven (7) days per week, at least eight (8) hours per day, thus working a minimum of fifty-six (56) hours per week.

16. Plaintiff would sometimes be assigned a day shift and a night shift in the same day, bringing his workday to sixteen (16) hours, with a weekly hourly total of approximately seventy (70) hours.

17. Starting in 2016, Plaintiff began working six (6) days per week, for a minimum of eight (8) hours per day, for a total of at least forty-eight (48) hours per week.

18. Plaintiff and the FLSA Collective and NYLL Class were/are paid by check for the first forty (40) hours they worked, with the remainder being paid in cash.

19. Plaintiff was paid \$10 per hour for each hour worked, regardless of whether he worked overtime.

20. Defendant also failed to provide Plaintiff and the NYLL Class with an accurate statement or notice of their wages, hour worked, rate of pay, overtime rate of pay, or other information required by NYLL § 195.

#### **FLSA COLLECTIVE ACTION ALLEGATIONS**

21. Plaintiff brings his FLSA claims as a collective action pursuant to the FLSA on behalf of himself and on behalf of the FLSA Collective.

22. The basic job duties of the FLSA Collective were/are the same as or substantially similar to those of Plaintiff, and the FLSA Collective were/are paid in the same manner and under the same common policies, plans and practices as Plaintiff.

23. The FLSA Collective, like Plaintiff, all have been subject to the same unlawful policies, plans and practices of Defendant, including failing to pay overtime at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek.

24. During the FLSA Collective Period, Defendant was fully aware of the duties performed by Plaintiff and the FLSA Collective, and that those duties were not exempt from the overtime provisions of the FLSA.

25. As a result of Defendant's conduct as alleged herein, Defendant violated 29 U.S.C. § 207.

26. Defendant's violations of the aforementioned statute were willful, repeated, knowing, intentional and without a good faith basis, and significantly damaged Plaintiff and the FLSA Collective.

27. As a result of Defendant's conduct, Defendant is liable to Plaintiff and the FLSA Collective for the full amount of their overtime, an additional equal amount in liquidated damages, attorneys' fees and costs incurred by Plaintiff and the FLSA Collective and pre- and post-judgment interest.

28. While the exact number of members of the FLSA Collective is unknown to Plaintiff at the present time, upon information and belief, there are over 20 other similarly situated persons who were/are employed by Defendant in similar positions during the FLSA Collective Period.

29. Plaintiff is currently unaware of the identities of the FLSA Collective. Accordingly, Defendant should be required to provide Plaintiff with a list of all persons employed by Defendant in similar positions during the FLSA Collective Period, along with their last known addresses, telephone numbers and e-mail addresses so Plaintiff can give the FLSA Collective notice of this action and an opportunity to make an informed decision about whether or not to participate in it.

#### **RULE 23 CLASS ACTION ALLEGATIONS**

30. Plaintiff brings his NYLL claims as a class action pursuant to FRCP 23 on behalf of himself and on behalf of the NYLL Class.

31. The basic job duties of the NYLL Class were/are the same as or substantially similar to those of Plaintiff, and the NYLL Class were/are paid in the same manner and under the same common policies, plans and practices as Plaintiff.

32. The NYLL Class, like Plaintiff, all have been subject to the same unlawful policies, plans and practices of Defendant, including failing to pay overtime at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek and failing to provide accurate wage statements.

33. During the NYLL Class Period, Defendant was fully aware of the duties performed by Plaintiff and the NYLL Class, and that those duties were not exempt from the overtime or other provisions of the NYLL.

34. As a result of Defendant's conduct as alleged herein, Defendant violated the NYLL.

35. Defendant's violations of the aforementioned statutes were willful, repeated, knowing, intentional and without a good faith basis, and significantly damaged Plaintiff and the NYLL Class.

36. As a result of Defendant's conduct, Defendant is liable to Plaintiff and the NYLL Class for the full amount of their overtime, an additional equal amount in liquidated damages, attorneys' fees and costs incurred by Plaintiff and the NYLL Class and pre- and post-judgment interest in the statutory amount of 9% per annum.

37. Certification of the NYLL Class members' claims as a class action is the most efficient and economical means of resolving the questions of law and fact common to Plaintiff's claims and the claims of the NYLL Class. Plaintiff has standing to seek such relief because of the adverse effect that Defendant's unlawful compensation policies and practices have had on

him individually and on members of the NYLL Class. Without class certification, the same evidence and issues would be subject to re-litigation in a multitude of individual lawsuits with the attendant risk of inconsistent adjudications and conflicting obligations. Certification of the NYLL Class is the most efficient and judicious means of presenting the evidence and arguments necessary to resolve such questions for Plaintiff, the NYLL Class and Defendant.

38. Plaintiff's claims raise questions of law and fact common to the NYLL Class, including, but not limited to:

- a. Whether Defendant failed to pay Plaintiff and the NYLL Class overtime at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek during the NYLL Class Period;
- b. Whether Defendant's failure to pay overtime to Plaintiff and the NYLL Class constitutes a violation of NYLL §§ 650, *et seq.* and 12 N.Y.C.R.R. § 142-2.2;
- c. Whether Defendant failed to provide Plaintiff and the NYLL Class with accurate wage statements;
- d. Whether Defendant's failure to provide accurate wage statements constitutes a violation of NYLL § 195; and
- e. Whether Defendant's violations of the NYLL and/or its regulations were willful.

39. These common questions of law and fact arise from the same course of events, and each class member will make similar legal and factual arguments to prove liability.

40. Plaintiff is a member of the NYLL Class that he seeks to represent. Plaintiff's claims are typical of the claims of the NYLL Class. The relief Plaintiff seeks for the unlawful policies and practices complained of herein are also typical of the relief which is sought on behalf of the NYLL Class.

41. Plaintiff's interests are co-extensive with those of the NYLL Class that he seeks to represent. Plaintiff is willing and able to represent the NYLL Class fairly and to vigorously pursue their similar individual claims in this action. Plaintiff has retained counsel who are

qualified and experienced in employment class action litigation, and who are able to meet the time and fiscal demands necessary to litigate a class action of this size and complexity. The combined interests, experience and resources of Plaintiff and his counsel to litigate the individual and NYLL Class claims at issue in this case satisfy the adequacy of representation requirement of FRCP 23(a)(4).

42. Defendant has acted or refused to act on grounds generally applicable to the NYLL Class, making final injunctive and declaratory relief appropriate with respect to the NYLL Class as a whole.

43. Injunctive and declaratory relief are the predominant relief sought in this case because they are the culmination of the proof of Defendant's individual and class-wide liability and the essential predicate for Plaintiff's and the NYLL Class's entitlement to monetary and non-monetary remedies to be determined at a later stage of the proceedings.

44. The common issues of fact and law affecting Plaintiff's claims and those of the NYLL Class, including the common issues identified above, predominate over any issues affecting only individual claims.

45. A class action is superior to other available means for the fair and efficient adjudication of Plaintiff's claims and the claims of the NYLL Class. There will be no difficulty in the management of this action as a class action.

46. The cost of proving Defendant's violations of the NYLL and its regulations makes it impracticable for Plaintiff and the NYLL Class to pursue their claims individually. Maintenance of a class action promotes judicial economy by consolidating a large class of Plaintiffs litigating identical claims. The claims of the NYLL Class interrelate such that the interests of the members will be fairly and adequately protected in their absence. Additionally,



the questions of law and fact common to the NYLL Class arise from the same course of events and each class member makes similar legal and factual arguments to prove Defendant's liability.

47. The NYLL Class is so numerous that joinder of all members is impracticable. While the exact number of the NYLL Class is unknown to Plaintiff at the present time, upon information and belief, there are at least 20 other similarly situated persons who were/are employed by Defendant in similar positions during the NYLL Class Period.

48. Plaintiff is currently unaware of the identities of the NYLL Class. Accordingly, Defendant should be required to provide Plaintiff with a list of all persons employed by Defendant in similar positions during the NYLL Class Period, along with their last known addresses, telephone numbers and e-mail addresses so Plaintiff can give the NYLL Class notice of this action and an opportunity to make an informed decision about whether or not to participate in it.

**FIRST CAUSE OF ACTION**  
**(Failure to Pay Overtime in Violation of 29 U.S.C. § 207)**

49. Plaintiff, on behalf of himself and the FLSA Collective, hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth and contained herein.

50. The FLSA requires covered employers, such as Defendant, to pay all non-exempt employees at a rate not less than one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek. Plaintiff and the FLSA Collective were not exempt from the requirement that Defendant pay them overtime under the FLSA.

51. During the FLSA Collective Period, Defendant knew that Plaintiff and the FLSA Collective worked more than forty (40) hours per workweek for Defendant. However,

Defendant intentionally did not properly pay them overtime for hours worked in excess of forty (40) per workweek.

52. As a result of Defendant's failure to pay Plaintiff and the FLSA Collective overtime at a rate of one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours per workweek, Defendant violated the FLSA.

53. The foregoing conduct of Defendant constitutes willful violations of the FLSA.

54. Defendant's violations of the FLSA have significantly damaged Plaintiff and the FLSA Collective and entitles them to recover the total amount of their unpaid overtime wages, an additional equal amount in liquidated damages, attorneys' fees and costs and pre- and post-judgment interest.

#### **SECOND CAUSE OF ACTION**

**(Failure to Pay Overtime in Violation of NYLL §§ 650, *et seq.* and 12 N.Y.C.R.R. § 142-2.2)**

55. Plaintiff, on behalf of himself and the NYLL Class, hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth and contained herein.

56. NYLL §§ 650, *et seq.* and 12 N.Y.C.R.R. § 142-2.2 require a covered employer, such as Defendant, to pay all non-exempt employees at a rate not less than one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours per workweek in the manner and methods provided in the FLSA. Plaintiff and the NYLL Class were not exempt from the requirement that Defendant pay them overtime under the NYLL and/or its regulations.

57. During the NYLL Class Period, Defendant knew that Plaintiff and the NYLL Class worked more than forty (40) hours per workweek for Defendant. However, Defendant intentionally did not properly pay them overtime for hours worked in excess of forty (40) per workweek.

58. As a result of Defendant's failure to pay Plaintiff and the NYLL Class overtime at a rate of one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours per workweek, Defendant violated the NYLL and its regulations.

59. The foregoing conduct of Defendant constitutes willful violations of the NYLL and its regulations.

60. Defendant's violations of the FLSA have significantly damaged Plaintiff and the NYLL Class and entitles them to recover the total amount of their unpaid overtime wages, an additional equal amount in liquidated damages, attorneys' fees and costs and pre- and post-judgment interest at the statutory rate of 9% per annum.

### **THIRD CAUSE OF ACTION**

#### **(Failure to Provide Accurate Wage Statements in Violation of NYLL § 195)**

61. Plaintiff, on behalf of himself and the NYLL Class, hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth and contained herein.

62. NYLL § 195 requires a covered employer, such as Defendant, furnish accurate wage statements to their employees with every payment of wages. Plaintiff and the NYLL Class were not exempt from this requirement.

63. Defendant failed to furnish accurate wage statements to Plaintiff and the NYLL Class, in violation of NYLL § 195 by, *inter alia*, failing to provide Plaintiff and the NYLL Class with accurate statements of their full wages, hours worked, rates of pay, overtime rates of pay or other information required by NYLL § 195.

64. The foregoing conduct of Defendant constitutes willful violations of the NYLL and/or its regulations.

65. Defendant's violations of the NYLL have significantly damages Plaintiff and the NYLL Class and entitles them to recover damages of \$250 per person affected for each day that such violations occurred, up to a total of \$5,000 per person affected, an additional equal amount in liquidated damages, attorneys' fees and costs and pre- and post-judgment interest at the statutory rate of 9% per annum.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of himself, the FLSA Collective and the NYLL Class, respectfully requests that this Court:

A. Declare that the practices complained of herein are unlawful under applicable federal and state law;

B. Declare this action to be maintainable as a collective action pursuant to 29 U.S.C. § 216, and direct Defendant to provide Plaintiff with a list of all persons who were/are employed by Defendant in similar positions to Plaintiff during the FLSA Collective Period, including all last known addresses, telephone numbers and e-mail addresses of each such person so Plaintiff can give such persons notice of this action and an opportunity to make an informed decision about whether to participate in it;

C. Determine the damages sustained by Plaintiff and the FLSA Collective as a result of Defendant's violations of the FLSA, and award those damages against Defendant and in favor of Plaintiff and the FLSA Collective, an additional equal amount in liquidated damages, attorneys' fees and costs and such pre- and post-judgment interest as may be allowed by law;

D. Declare this action to be maintainable as a class action pursuant to FRCP 23, and direct Defendant to provide Plaintiff with a list of all persons who were/are employed by Defendant in similar positions to Plaintiff during the NYLL Class Period, including all last

known addresses, telephone numbers and e-mail addresses of each such person so Plaintiff can give such persons notice of this action and an opportunity to make an informed decision about whether to participate in it;

E. Designate Plaintiff as representative of the NYLL Class, and his counsel of record as class counsel;

F. Determine the damages sustained by Plaintiff and the NYLL Class as a result of Defendant's violations of the NYLL, and award those damages against Defendant and in favor of Plaintiff and the FLSA Collective, an additional equal amount in liquidated damages, attorneys' fees and costs and such pre- and post-judgment interest as may be allowed by law;

G. Enjoin Defendant from engaging in any acts of illegal retaliation; and

H. Grant Plaintiff, the FLSA Collective and the NYLL Class such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff, on behalf of himself and on behalf of the FLSA Collective and the NYLL Class, hereby demands a trial by jury on all issues of fact and damages.

Dated: August 8, 2017  
Garden City, New York

Respectfully submitted,

BELL LAW GROUP, PLLC

By: \_\_\_\_\_/s/  
Brian A. Bodansky, Esq.

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Garden City, NY 11530  
Tel: (516) 280-3008

Fax: (212) 656-1845  
[bb@bellg.com](mailto:bb@bellg.com)

*Attorneys for Plaintiff*

JS 44 (Rev. 06/17)

### 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.)

<p><b>I. (a) PLAINTIFFS</b> Luis Urena, on behalf of himself and all others similarly situated</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Bronx</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Brian A. Bodansky, Esq. Bell Law Group, PLLC, 100 Quentin Roosevelt Blvd., Ste 208, Garden City, NY 11530, Tel: 516-280-3008</p>	<p><b>DEFENDANTS</b> Paramount Choice Services, Inc.</p> <p>County of Residence of First Listed Defendant <u>Queens</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	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
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**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)* [Click here for: Nature of Suit Code Descriptions](#)

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

**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)*.  
FLSA, 29 USC 201

Brief description of cause:  
Unpaid overtime and other wage and hour claims

**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 \_\_\_\_\_    SIGNATURE OF ATTORNEY OF RECORD \_\_\_\_\_

**FOR OFFICE USE ONLY**

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG JUDGE
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**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, Brian A. Bodansky, Esq., 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: 





Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Paramount Choice Services Hit with Wage and Hour Suit](#)

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