

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JOSE URQUILLA, on behalf of himself, individually,  
and on behalf of all others similarly-situated,

Plaintiff,

-against-

JOSEPH SOFIELD CITY-SCAPE, INC., and  
CITY-SCAPE LANDSCAPING, INC., and  
CHRISTOPHER "DUKE" SOFIELD, an individual,  
and VINCENT SOFIELD, an individual,

Defendants.

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**COMPLAINT**

**Docket No.:**

**Jury Trial Demanded**

JOSE URQUILLA ("Plaintiff"), on behalf of himself, individually, and on behalf of all others similarly-situated, (collectively as "FLSA Plaintiffs"), by and through his attorneys, BORRELLI & ASSOCIATES, P.L.L.C., as and for his Complaint against JOSEPH SOFIELD CITY-SCAPE, INC., and CITY-SCAPE LANDSCAPING, INC., and CHRISTOPHER "DUKE" SOFIELD, an individual ("Duke Sofield"), and VINCENT SOFIELD, an individual ("Vincent Sofield"), (all four, together, as "Defendants"), alleges upon knowledge as to himself and his own actions and upon information and belief as to all other matters as follows:

**NATURE OF CASE**

1. This is a civil action for damages and equitable relief based upon Defendants' willful violations of Plaintiff's rights guaranteed to him by: (i) the overtime provisions of the Fair Labor Standards Acts ("FLSA"), 29 U.S.C. § 207(a); (ii) the overtime provisions of the New York Labor Law ("NYLL"), NYLL § 160; N.Y. Comp. Codes R. & Regs. ("NYCCRR") tit. 12, § 142-2.2; (iii) the NYLL's requirement that employers provide on each payday proper wage

statements to their employees containing specific categories of accurate information, NYLL § 195(3); (iv) the FLSA's anti-retaliation provision, 29 U.S.C. § 215(3); (v) one of the NYLL's anti-retaliation provisions, N.Y. Lab. Law § 215(1); and (vi) any other claim(s) that can be inferred from the facts set forth herein.

2. Plaintiff worked for Defendants, two corporations that operate as a single enterprise and that together run a landscaping business, and that business's co-owners and day-to-day overseers, as a landscaper, from in or about April 2008 to on or about August 19, 2016. Throughout his employment, but as is relevant herein, for the six-year period pre-dating the commencement of this action, Defendants required Plaintiff to work, and Plaintiff did work, at least sixty hours per week during the spring and fall seasons. However, Defendants failed to compensate Plaintiff at the statutorily-required overtime rate of one and one-half times his regular rate of pay for any hours that he worked per week in excess of forty during those seasons. Additionally, Defendants failed to provide Plaintiff with proper wage statements on each payday as the NYLL requires.

3. Defendants paid and treated all of their non-managerial employees who worked for them in the same manner.

4. Accordingly, Plaintiff brings this lawsuit against Defendants pursuant to the collective action provisions of the FLSA, 29 U.S.C. § 216(b), on behalf of himself, individually, and on behalf of all other persons similarly-situated during the applicable FLSA limitations period who suffered damages as a result of Defendants' violations of the FLSA. Plaintiff brings his claims under the NYLL and its implementing regulations on behalf of himself, individually, and on behalf of any FLSA Plaintiff who opts into this action.

5. Further, on an individual basis only, Plaintiff brings claims against Defendants for violations of the anti-retaliation provisions of the FLSA and NYLL, as after Plaintiff complained to Defendants that they were not paying him overtime for all of his hours worked per week in excess of forty, Defendants retaliated by constructively discharging Plaintiff and threatening him with interference with future job prospects.

### **JURISDICTION AND VENUE**

6. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331, as this action arises under 29 U.S.C. § 201, *et seq.* The supplemental jurisdiction of the Court is invoked pursuant to 28 U.S.C. § 1367 over all state law claims.

7. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the acts and/or omissions giving rise to the claims for relief occurred within this judicial district.

### **PARTIES**

8. At all relevant times, Plaintiff was an “employee” entitled to protection as defined by the FLSA and the NYLL.

9. At all relevant times, Defendant Joseph Sofield City-Scape Inc. was and is a corporation organized under the laws of the State of New York with its principal place of business located at 5 Willis Avenue, Floral Park, New York 11001.

10. At all relevant times, Defendant City-Scape Landscaping Inc. was and is a corporation organized under the laws of the State of New York with its principal place of business also located at 5 Willis Avenue, Floral Park, New York 11001.

11. Since at least 2001, but in any event, at all times during the six year period pre-dating the commencement of this action, both Defendant Joseph Sofield City-Scape Inc. and

Defendant City-Scape Landscaping Inc. have operated, in effect, as a single enterprise. In that respect, both corporations operated from the same principal location, were run by the same two individuals, and used employees interchangeably.

12. At all relevant times, Defendant Duke Sofield was the co-owner and a day-to-day overseer of Defendant Joseph Sofield City-Scape Inc. and Defendant City-Scape Landscaping Inc., who in that capacity, along with Defendant Vincent Sofield, set forth the employment terms for all employees of either corporation with respect to their hours worked and rates and methods of pay.

13. At all relevant times, Defendant Vincent Sofield was the co-owner and a day-to-day overseer of Defendant Joseph Sofield City-Scape Inc. and Defendant City-Scape Landscaping Inc., who in that capacity, along with Defendant Duke Sofield, set forth the employment terms for all employees of either corporation with respect to their hours worked and rates and methods of pay.

14. At all relevant times, all Defendants were employers within the meaning of the FLSA, the NYLL, and the NYCCRR. Additionally, both corporate defendants' qualifying annual business, either together or individually, exceeded and exceeds \$500,000, and the corporations were engaged in interstate commerce within the meaning of the FLSA as they use goods, equipment, and other materials in the course of their business, such as plants, fertilizer, hoses, and tools, much of which originates in states other than New York, the combination of which subjects Defendants to the FLSA's overtime requirements as an enterprise.

**COLLECTIVE ACTION ALLEGATIONS**

15. Plaintiff seeks to bring this suit to recover from Defendants full payment of all unpaid overtime compensation and liquidated damages under the applicable provisions of the FLSA, 29 U.S.C. § 216(b), individually, on his own behalf, as well as on behalf of those in the following collective:

Current and former non-employees of Defendants who, during the applicable FLSA limitations period, performed any work for Defendants and who give consent to file a claim to recover damages for overtime compensation that is legally due to them for time worked in excess of forty hours per week (“FLSA Plaintiffs”).

16. Defendants treated Plaintiff and all FLSA Plaintiffs similarly in that Plaintiff and all FLSA Plaintiffs: (1) performed similar tasks, as described in the “Background Facts” section below; (2) were subject to the same laws and regulations; (3) were paid in the same or similar manner; (4) were required to work in excess of forty hours each workweek; and (5) were not paid the required rate of one and one-half times their respective regular rates of pay for all hours worked over forty in a workweek.

17. At all relevant times, Defendants were aware of the requirement to pay Plaintiff and all FLSA Plaintiffs at an amount equal to one and one-half times their respective regular rates of pay for all hours worked each workweek above forty, yet Defendants purposefully chose not to do so. Thus, Plaintiff and all FLSA Plaintiffs are victims of Defendants’ pervasive practice of willfully refusing to pay their employees overtime compensation, in violation of the FLSA.

**BACKGROUND FACTS**

18. Defendant Joseph Sofield City-Scape Inc. and Defendant City-Scape Landscaping Inc. provide landscaping services to customers in New York City.

19. Defendant Duke Sofield personally hired and forced Plaintiff's separation of employment and was responsible for the hiring and firing of many other employees of Defendants.

20. Defendant Vincent Sofield signed checks and paid all employees of Defendants, and whenever Duke Sofield was not present, hired and fired employees.

21. Defendants employed Plaintiff to work as a landscaper from in or about April 2008 to on or about August 19, 2016. Throughout his employment, Plaintiff's duties consisted of cutting grass and hedges, planting, cleaning, moving tools and equipment, and weeding. Plaintiff primarily performed these tasks at different job sites in New York City.

22. Throughout his employment, and more specifically, during the six-year period pre-dating the commencement of this action, during the spring and fall seasons, specifically from March until the middle of June and then from September through December, Plaintiff generally worked from 6:00 a.m. to 4:00 p.m., six days per week, without being permitted to take scheduled or uninterrupted breaks during his shifts, for a total of sixty hours per week, although Plaintiff's hours varied from week-to-week.

23. From at least May 2011 until August 2015, for the spring and fall seasons, Defendants paid Plaintiff a flat weekly salary of \$745.00, which was intended to and operates to cover only his first forty hours worked per week, making his regular hourly rate \$18.63.

24. In or around September 2015, Defendants increased Plaintiff's weekly compensation to \$770 per week for the spring and fall seasons, which was again intended to and

operates to cover only his first forty hours worked per week, making his regular hourly rate \$19.25.

25. In or around April 2016, Defendants increased Plaintiff's weekly compensation to \$795.00 per week for the spring and fall seasons, which was again intended to and operates to cover only his first forty hours worked per week, making his regular hourly rate \$19.88. This was Plaintiff's rate of pay until the end of his employment with Defendants on August 19, 2016.

26. Throughout Plaintiff's employment, Defendants never paid Plaintiff any wages at any rate for any hours that Plaintiff worked in excess of forty per week.

27. By way of example only, during the week of June 6 through June 12, 2016, Plaintiff worked the following schedule:

Monday: 6:00 a.m. until 3:00 p.m.  
Tuesday: 6:00 a.m. until 4:00 p.m.  
Wednesday: 6:00 a.m. until 3:30 p.m.  
Thursday: 6:00 a.m. until 5:00 p.m.  
Friday: 6:00 a.m. until 3:00 p.m.  
Saturday: 6:00 a.m. until 3:00 p.m.

Thus, Plaintiff worked a total of fifty-seven and one-half hours during this week. For his work that week, Defendants paid him a flat weekly wage of \$795.00, or \$19.88 for his first forty hours worked, and nothing for any hours that Plaintiff worked that week in excess of forty.

28. Defendants paid Plaintiff on a weekly basis, partly by check and partly in cash.

29. On each occasion when they paid Plaintiff, Defendants did not provide Plaintiff with wage statements that accurately reflected the amount of hours that he worked per week, his total weekly compensation, his regular rate of pay, or his overtime rate of pay for each hour that he worked in excess of forty in a given workweek.

30. Defendants acted in the manner described herein so as to maximize their profits while minimizing their labor costs.

31. Defendants treated all FLSA Plaintiffs in the manner described above.

32. Every hour that Plaintiff and FLSA Plaintiffs worked was for Defendants' benefit.

33. Prior to August 19, 2016, Plaintiff had previously complained to Defendant Duke Sofield about his lack of proper compensation on four separate occasions. Each time Plaintiff raised the issue of not being properly paid overtime, Defendant Duke Sofield would dismiss Plaintiff's complaints and respond by stating that Plaintiff was well paid and that Defendants would not pay him any more money.

34. Then on or about August 19, 2016, in the afternoon, Plaintiff approached Defendant Duke Sofield again to complain about the lack of overtime compensation. Specifically, Plaintiff told Duke Sofield that he wanted to be paid overtime and that he could not continue to work without being paid proper compensation. In response, Defendant Duke Sofield became enraged, and told Plaintiff that if Plaintiff were to sue him or otherwise take action about his pay that Defendants would make it their personal mission to ensure that Plaintiff could not find a job elsewhere and that nobody would hire someone who complained. Plaintiff persisted, telling Duke Sofield that he could not continue to work without being properly paid, and Duke Sofield then threatened to fire Plaintiff unless he quit. After finishing the rest of his shift, Plaintiff acquiesced to Duke Sofield's coercion and left his employment, refusing to continue working for pay that violated United States and New York law.

**FIRST CLAIM FOR RELIEF AGAINST DEFENDANTS**

*Unpaid Overtime Under the FLSA*

35. Plaintiff and FLSA Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.



36. 29 U.S.C. § 207(a) requires employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for any hours worked exceeding forty in a workweek.

37. As described above, Defendants are employers within the meaning of the FLSA, while Plaintiff and FLSA Plaintiffs are employees within the meaning of the FLSA.

38. As also described above, Plaintiff and FLSA Plaintiffs worked in excess of forty hours in a workweek, yet Defendants failed to compensate Plaintiff and FLSA Plaintiffs in accordance with the FLSA's overtime provisions.

39. Defendants willfully violated the FLSA.

40. Plaintiff and FLSA Plaintiffs are entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.

41. Plaintiff and FLSA Plaintiffs are also entitled to liquidated damages and attorneys' fees for Defendants' violations of the FLSA's overtime provisions.

**SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS**

*Unpaid Overtime Under the NYLL and the NYCCRR*

42. Plaintiff and any FLSA Plaintiff who opts-in to this action repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

43. NYLL § 160 and 12 NYCCRR § 142-2.2 require employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for any hours worked exceeding forty in a workweek.

44. As described above, Defendants are employers within the meaning of the NYLL and the NYCCRR, while Plaintiff and any FLSA Plaintiff who opts-in to this action are employees within the meaning of the NYLL and the NYCCRR.

45. As also described above, Plaintiff and any FLSA Plaintiff who opts-in to this action worked in excess of forty hours in a workweek, yet Defendants failed to compensate them in accordance with the NYLL's and the NYCCRR's overtime provisions.

46. Plaintiff and any FLSA Plaintiff who opts-in to this action are entitled to their overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.

47. Plaintiff and any FLSA Plaintiff who opts-in to this action are also entitled to liquidated damages, interest, and attorneys' fees for Defendants' violations of the NYLL's and NYCCRR's overtime provisions.

**THIRD CLAIM FOR RELIEF AGAINST DEFENDANTS**  
**Failure to Furnish Proper Wage Statements in Violation of the NYLL**

48. Plaintiff and any FLSA Plaintiff who opts-in to this action repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

49. NYLL § 195(3) requires that employers furnish employees with wage statements containing accurate, specifically enumerated criteria on each occasion when the employer pays wages to the employee.

50. As described above, Defendants failed to furnish Plaintiff and any FLSA Plaintiff who opts-in to this action with any wage statements on each payday, let alone those containing the accurate criteria that the NYLL requires.

51. Prior to February 27, 2015, pursuant to NYLL § 198(1-d), Defendants are liable to Plaintiff and any FLSA Plaintiff who opts-in to this action in the amount of \$100 for each workweek after the violation occurred, up to the statutory cap of \$2,500.

52. On or after February 27, 2015, pursuant to NYLL § 198(1-d), Defendants are liable to Plaintiff and any FLSA Plaintiff who opts-in to this action in the amount of \$250 for each workday after the violation occurred, up to a statutory cap of \$5,000.

**FOURTH CLAIM FOR RELIEF AGAINST DEFENDANTS**

**Retaliation in Violation of the FLSA, 29 U.S.C. § 215(3)**

53. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

54. Under FLSA § 215(a)(3), it is unlawful “to discharge or in any other manner discriminate against any employee because such employee has filed any complaint . . . under . . . this chapter, or has testified or is about to testify in any such proceeding.”

55. As described above, after Plaintiff lodged a good faith complaint with Defendants about their failure to pay him proper overtime, Defendants retaliated by constructively terminating Plaintiff’s employment and threatening him that Defendants would interfere to prevent him from being hired elsewhere.

56. As a direct and proximate result of Defendants’ unlawful retaliatory conduct in violation of the FLSA, Plaintiff has suffered, and continues to suffer, economic harm for which he is entitled to an award of monetary damages and other relief.

57. As a direct and proximate result of Defendants’ unlawful retaliatory conduct in violation of the FLSA, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which he is entitled to an award of monetary damages and other relief.

58. Additionally, Plaintiff is entitled to liquidated damages, as well as punitive damages for Defendants’ malicious, willful, and wanton violations of the FLSA’s anti-retaliation

provision, and all other appropriate forms of relief, including reasonable attorneys' fees and costs.

**FIFTH CLAIM FOR RELIEF AGAINST DEFENDANTS**

**Retaliation in Violation of NYLL § 215(1)**

59. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

60. Under NYLL § 215(1)(a), “[n]o employer or his or her agent, or the officer or agent of any corporation . . . shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer . . . that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter.”

61. As described above, after Plaintiff lodged a good faith complaint with Defendants about their failure to pay him proper overtime, Defendants retaliated by constructively terminating Plaintiff's employment and threatening him that Defendants would interfere to prevent him from being hired elsewhere.

62. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYLL, Plaintiff has suffered, and continues to suffer, economic harm for which he is entitled to an award of monetary damages and other relief.

63. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYLL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which he is entitled to an award of monetary damages and other relief.

64. Additionally, Plaintiff is entitled to liquidated damages, as well as punitive damages for Defendants' malicious, willful, and wanton violations of the NYLL's anti-retaliation provision, and all other appropriate forms of relief, including reasonable attorneys' fees, interest, and costs.

65. Pursuant to NYLL § 215(2)(b), contemporaneous with the filing of this Complaint, Plaintiff is filing a Notice of Claim with the Office of the New York State Attorney General, thereby advising the aforementioned of his claim for retaliation under Section 215 of the NYLL.

#### **DEMAND FOR A JURY TRIAL**

66. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff and FLSA Plaintiffs demand a trial by jury in this action.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff and FLSA Plaintiffs demand judgment against Defendants as follows:

- a. A judgment declaring that the practices complained of herein are unlawful and in willful violation of the aforementioned United States and New York State laws;
- b. Preliminary and permanent injunctions against Defendants and their officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;
- c. An order restraining Defendants from any retaliation against any individual for participating in this lawsuit in any form;

d. Designation of this action as a FLSA collective action on behalf of Plaintiff and FLSA Plaintiffs and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to the FLSA Plaintiffs, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b), and tolling of the statute of limitations;

e. All damages that Plaintiff and FLSA Plaintiffs have sustained as a result of Defendants' conduct, including all unpaid wages and any shortfall between wages paid and those due under the law that Plaintiff and FLSA Plaintiffs would have received but for Defendants' unlawful payment practices;

f. Liquidated damages and any other statutory penalties as recoverable under the FLSA and NYLL;

g. All compensatory damages that Plaintiff has individually sustained as a result of the Defendants' unlawful retaliatory conduct, including back pay, front pay, damages to compensate Plaintiff for harm to his professional and personal reputation and loss of career fulfillment, emotional distress damages, general and special damages for lost compensation and employee benefits that he would have received but for the Defendants' conduct, and any other out-of-pocket losses that Plaintiff has incurred or will incur;

h. Punitive damages, as provided by law, in connection with Plaintiff's individual retaliation claims;


i. Awarding Plaintiff and FLSA Plaintiffs their costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fees and other costs, and an award of a service payment to Plaintiff;

- j. Designation of Plaintiff and his counsel as collective action representatives under the FLSA;
- k. Pre-judgment and post-judgment interest, as provided by law; and
- l. Granting Plaintiff and FLSA Plaintiffs other and further relief as this Court finds necessary and proper.

Dated: May 2, 2017  
Great Neck, New York

Respectfully submitted,

BORRELLI & ASSOCIATES, P.L.L.C.  
*Attorneys for Plaintiff*  
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CAITLIN DUFFY, ESQ. (CD 8160)  
ALEXANDER T. COLEMAN, ESQ (AC 8151)  
MICHAEL J. BORRELLI, ESQ (MB 8533)

JS 44 (Rev. 07/16)

### 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.)

<b>I. (a) PLAINTIFFS</b> JOSE URQUILLA  <b>(b) County of Residence of First Listed Plaintiff</b> <u>Queens</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>  <b>(c) Attorneys (Firm Name, Address, and Telephone Number)</b> Borrelli & Associates, P.L.L.C., 1010 Northern Boulevard, Suite 328, Great Neck, New York 11021	<b>DEFENDANTS</b> Joseph Sofield City-Scape, Inc., and City-Scape Landscaping, Inc., and Christopher "Duke" Sofield, and Vincent Sofield  County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.  Attorneys (If Known) _____
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<b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i>  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i> <input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i> <i>(For Diversity Cases Only)</i> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</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>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT <i>(Place an "X" in One Box Only)</i>				
<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>OTHER STATUTES</b> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	

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

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District <i>(specify)</i>	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
Fair Labor Standards Act - 29 U.S.C. Section 207(a)

Brief description of cause:  
Defendants' failure to pay overtime wages

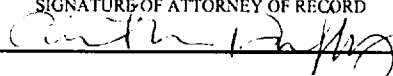
**VII. REQUESTED IN COMPLAINT:**

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 5/2/17      SIGNATURE OF ATTORNEY OF RECORD 

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



**CERTIFICATION OF ARBITRATION ELIGIBILITY**

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

I, Caitlin Duffy, counsel for Jose Urquilla, 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? Yes
  - 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: Caitlin Duffy

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

JOSE URQUILLA, on behalf of himself, individually, )
and on behalf of all others similarly-situated, )

Plaintiff(s)

v.

Civil Action No.

JOSEPH SOFIELD CITY-SCAPE, INC., and )
CITY-SCAPE LANDSCAPING, INC., and )
CHRISTOPHER "DUKE" SOFIELD, an individual, and )
VINCENT SOFIELD, an individual. )

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Joseph Sofield City-Scape, Inc., 5 Willis Avenue, Floral Park, New York, 11001
City-Scape Landscaping, Inc., 5 Willis Avenue, Floral Park, New York, 11001
Christopher "Duke" Sofield, 5 Willis Avenue, Floral Park, New York 11001
Vincent Sofield, 5 Willis Avenue, Floral Park, New York, 11001

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:

Caitlin Duffy, Esq.
Alexander T. Coleman, Esq.
Michael J. Borrelli, Esq.
Borrelli & Associates, P.L.L.C.
1010 Northern Boulevard, Suite 328
Great Neck, New York 11021

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

DOUGLAS C. PALMER
CLERK OF COURT

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

Signature of Clerk or Deputy Clerk

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

**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:

**Complete and Mail To:**  
**BORRELLI & ASSOCIATES, P.L.L.C.**  
**Attn: JOSE W URQUILLA, et al. v. JOSEPH SOFIELD CITY-SCAPE, INC., et al.**  
**1010 Northern Boulevard, Suite 328**  
**Great Neck, New York 11021**  
**Tel: (516) 248-5550**  
**Fax: (516) 248-6027**

**CONSENT TO JOIN COLLECTIVE ACTION**

I hereby consent to join the lawsuit, entitled JOSE W URQUILLA, on behalf of himself and all those similarly situated, v. JOSEPH SOFIELD CITY-SCAPE, et al, Docket No.: \_\_\_\_\_ brought pursuant to the Fair Labor Standards Act, the New York State Labor Law, and the New York Code of Rules and Regulations.

By signing below, I state that I am currently or was formerly employed by the defendants at some point during the previous six years. I was required to work for the defendants in excess of forty (40) hours per week without being properly compensated for all hours worked or for overtime or spread of hours compensation in accordance with state and federal law.

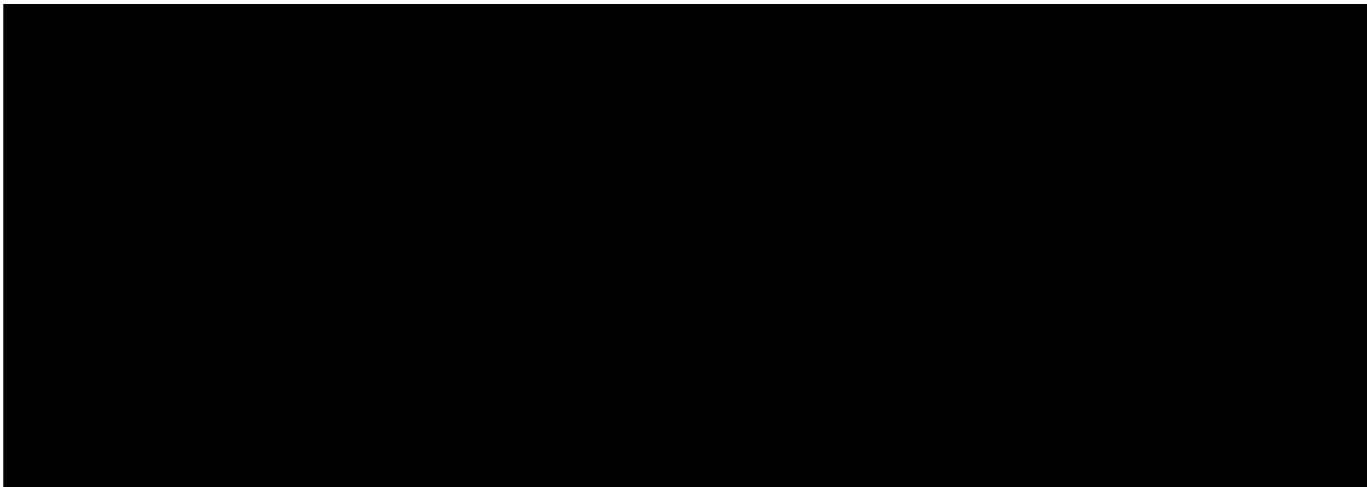
I hereby designate Borrelli & Associates, PLLC ("Plaintiffs' Counsel") to represent me for all purposes of this action.

I also designate JOSE W URQUILLA, the class representative who brought the above-referenced lawsuit, as my agent to make decisions on my behalf concerning the litigation and the method and manner of conducting the litigation. I also state that I have entered into my own retainer agreement with Plaintiffs' Counsel or consent to the retainer agreement entered into by Mr. URQUILLA, concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

12/21/2016  
Date

José W Urquilla  
Signature

Jose W Urquilla  
Full Legal Name (Print)



**Completar y Enviar a:**  
**BORRELLI & ASSOCIATES, P.L.L.C.**  
**Attn: JOSE W URQUILLA, et al. v. JOSEPH SOFIELD CITY-SCAPE, INC., et al.**  
**1010 Northern Boulevard, Suite 328**  
**Great Neck, New York 11021**  
**Tel: (516) 248-5550**  
**Fax: (516) 248-6027**

**CONSENTIMIENTO PARA UNIRSE A UNA ACCIÓN COLECTIVA**

Doy mi consentimiento para unirme a la demanda titulada, JOSE W URQUILLA, y en nombre de todos aquellos similarmente mismo situado, v. JOSEPH SOFIELD CITY-SCAPE, INC. et al., Docket No.: \_\_\_\_\_ interpuestos en virtud del Fair Labor Standards Act, la Ley de Trabajo del Estado de Nueva York, y el Código de Nueva York de las Reglas y Reglamentos.

Mediante mi firma abajo, yo declaro que estoy empleado(a) or que estuve empleado(a) con los Demandados en una punto durante los ultimos seis (6) años. Yo fui/soy requerido(a) a trabajar mas de cuarenta (40) para los demandados sin ser compensado(a) apropiadamente o por la propagación de horas enconformidad con la ley Federal y estatal.

Por la presente designo a Borrelli & Associates, P.L.L.C. ("Abogados de los Demandantes") que me represente a todos los efectos de esta acción.

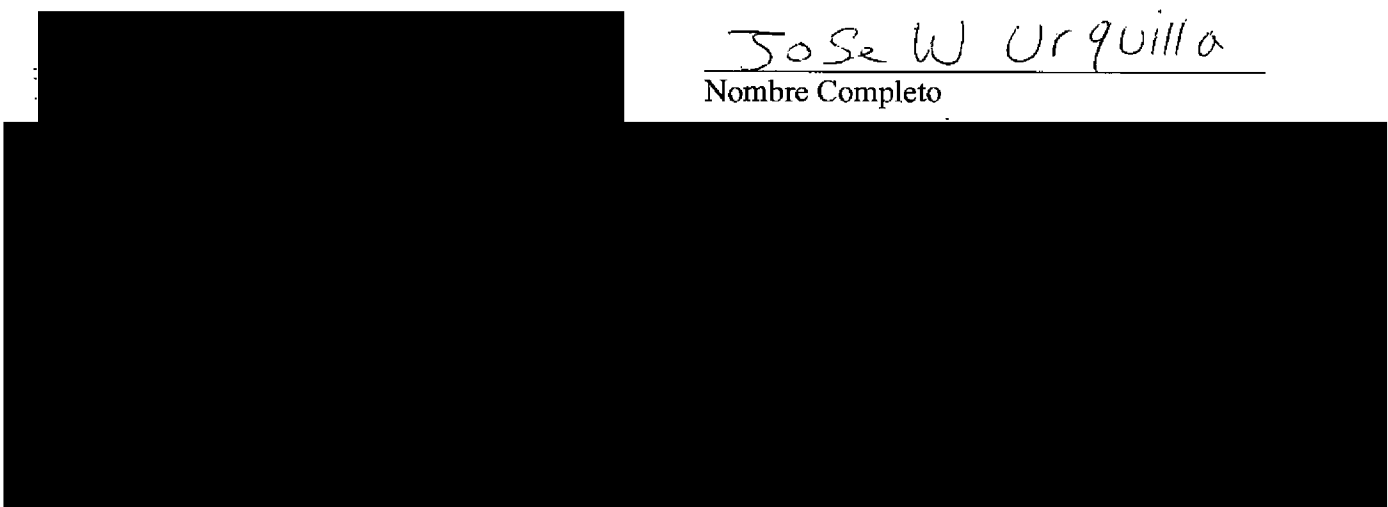
Tambien designo a el JOSE W URQUILLA el representante de la clase quien trajo esta demanda, como mi agente para hacer las decisiones en mi nombre sobre la demanda y el método y la forma de llevar acabo esta demanda. Yo tambien decalro que he entrado en mi propio acuerdo de retención con los Abogados de los Demandantes o doy mi consentimiento de los acuerdos de retención suscritos por el Señor URQUILLA relativa a los honorarios de abogados y costos, y todas mas cuestiones relativas a esta demanda.

12/21/2016

Fecha

JW  
Firma

Jose W Urquilla  
Nombre Completo



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Landscaper's Unpaid OT Dispute Ends in Retaliation](#)

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