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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**
-----X
EFREN ZAMORA RODRIGUEZ, *individually*
and on behalf of others similarly situated,

Plaintiff,

-against-

FADARO FANCY FOODS, CORP. (D/B/A
FADARO FANCY FOODS, CORP.),
FADARO PRODUCE, CORP. (D/B/A
FADARO FANCY FOODS, CORP.),
WISSAM SHADAYDEH (A.K.A. SAM) , and
DAVID SHADAYDEH,

Defendants.

-----X

COMPLAINT

**COLLECTIVE ACTION UNDER
29 U.S.C. § 216(b)**

ECF Case

Plaintiff Efren Zamora Rodriguez (“Plaintiff Zamora” or “Mr. Zamora”), individually and on behalf of others similarly situated, by and through his attorneys, Michael Faillace & Associates, P.C., upon his knowledge and belief, and as against Fadaro Fancy Foods, Corp. (d/b/a Fadaro Fancy Foods, Corp.), Fadaro Produce, Corp. (d/b/a Fadaro Fancy Foods, Corp.), (“Defendant Corporations”), Wissam Shadaydeh (a.k.a. Sam) and David Shadaydeh, (“Individual Defendants”), (collectively, “Defendants”), alleges as follows:

NATURE OF ACTION

1. Plaintiff Zamora is a former employee of Defendants Fadaro Fancy Foods, Corp. (d/b/a Fadaro Fancy Foods, Corp.), Fadaro Produce, Corp. (d/b/a Fadaro Fancy Foods, Corp.), Wissam Shadaydeh (a.k.a. Sam), and David Shadaydeh.

2. Defendants own, operate, or control a grocery store, located at NYC Produce Terminal Market, Row A, Unit 106-A, Halleck St, Bronx, NY 10474 under the name “Fadaro Fancy Foods, Corp.”

3. Upon information and belief, Individual Defendants Wissam Shadaydeh (a.k.a. Sam) and David Shadaydeh, serve or served as owners, managers, principals, or agents of Defendant Corporations and, through these corporate entities, operate or operated the Grocery Store as a joint or unified enterprise.

4. Plaintiff Zamora was an employee of Defendants.

5. Plaintiff Zamora was employed as a driver at the Grocery Store located at NYC Produce Terminal Market, Row A, Unit 106-A, Halleck St, Bronx, NY 10474.

6. At all times relevant to this Complaint, Plaintiff Zamora worked for Defendants in excess of 40 hours per week, without appropriate overtime compensation for the hours that he worked.

7. Rather, Defendants failed to maintain accurate recordkeeping of the hours worked, failed to pay Plaintiff Zamora appropriately for any hours worked, either at the straight rate of pay or for any additional overtime premium.

8. Furthermore, Defendants repeatedly failed to pay Plaintiff Zamora wages on a timely basis.

9. Defendants’ conduct extended beyond Plaintiff Zamora to all other similarly situated employees.

10. At all times relevant to this Complaint, Defendants maintained a policy and practice of requiring Plaintiff Zamora and other employees to work in excess of forty (40) hours per week without providing the overtime compensation required by federal and state law and regulations.

11. Plaintiff Zamora now brings this action on behalf of himself, and other similarly situated individuals, for unpaid overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.* (“FLSA”), and for violations of the N.Y. Labor Law §§ 190 *et seq.* and 650 *et seq.* (the “NYLL”), including applicable liquidated damages, interest, attorneys’ fees and costs.

12. Plaintiff Zamora seeks certification of this action as a collective action on behalf of himself, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal question) and the FLSA, and supplemental jurisdiction over Plaintiff Zamora’s state law claims under 28 U.S.C. § 1367(a).

14. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) because all, or a substantial portion of, the events or omissions giving rise to the claims occurred in this district, Defendants maintain their corporate headquarters and offices within this district, and Defendants operate a grocery store located in this district. Further, Plaintiff Zamora was employed by Defendants in this district.

PARTIES

Plaintiff

15. Plaintiff Efren Zamora Rodriguez (“Plaintiff Zamora” or “Mr. Zamora”) is an adult individual residing in Kings County, New York.

16. Plaintiff Zamora was employed by Defendants at Fadaro Fancy Foods, Corp. from approximately October 2017 until on or about March 12, 2018.

17. Plaintiff Zamora consents to being a party plaintiff pursuant to 29 U.S.C. § 216(b), and brings these claims based upon the allegations herein as a representative party of a prospective class of similarly situated individuals under 29 U.S.C. § 216(b).

Defendants

18. At all relevant times, Defendants own, operate, or control a grocery store, located at NYC Produce Terminal Market, Row A, Unit 106-A, Halleck St, Bronx, NY 10474 under the name “Fadaro Fancy Foods, Corp.”

19. Upon information and belief, Fadaro Fancy Foods, Corp. (d/b/a Fadaro Fancy Foods, Corp.) is a domestic corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at NYC Produce Terminal Market, Row A, Unit 106-A, Halleck St, Bronx, NY 10474.

20. Upon information and belief, Fadaro Produce, Corp. (d/b/a Fadaro Fancy Foods, Corp.) is a domestic corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at NYC Produce Terminal Market, Row A, Unit 106-A, Halleck St, Bronx, NY 10474.

21. Defendant Wissam Shadaydeh (a.k.a. Sam) is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant Wissam Shadaydeh (a.k.a. Sam) is sued individually in his capacity as owner, officer and/or agent of Defendant Corporations. Defendant Wissam Shadaydeh (a.k.a. Sam) possesses operational control over Defendant Corporations, an ownership interest in Defendant Corporations, and controls significant functions of Defendant Corporations. He determines the wages and compensation of the employees of Defendants, including Plaintiff Zamora, establishes the schedules of the employees, maintains employee records, and has the authority to hire and fire employees.

22. Defendant David Shadaydeh is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant David Shadaydeh is sued individually in his capacity as owner, officer and/or agent of Defendant Corporations. Defendant David Shadaydeh possesses operational control over Defendant Corporations, an ownership interest in Defendant Corporations, and controls significant functions of Defendant Corporations. He determines the wages and compensation of the employees of Defendants, including Plaintiff Zamora, establishes the schedules of the employees, maintains employee records, and has the authority to hire and fire employees.

FACTUAL ALLEGATIONS

Defendants Constitute Joint Employers

23. Defendants operate a grocery store located in the Hunts Point section of the Bronx in New York City.

24. Individual Defendants, Wissam Shadaydeh (a.k.a. Sam) and David Shadaydeh, possess operational control over Defendant Corporations, possess ownership interests in Defendant Corporations, and control significant functions of Defendant Corporations.

25. Defendants are associated and joint employers, act in the interest of each other with respect to employees, pay employees by the same method, and share control over the employees.

26. Each Defendant possessed substantial control over Plaintiff Zamora's (and other similarly situated employees') working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiff Zamora, and all similarly situated individuals, referred to herein.

27. Defendants jointly employed Plaintiff Zamora (and all similarly situated employees) and are Plaintiff Zamora's (and all similarly situated employees') employers within the meaning of 29 U.S.C. 201 *et seq.* and the NYLL.

28. In the alternative, Defendants constitute a single employer of Plaintiff Zamora and/or similarly situated individuals.

29. Upon information and belief, Individual Defendants Wissam Shadaydeh (a.k.a. Sam) and David Shadaydeh operate Defendant Corporations as either alter egos of themselves and/or fail to operate Defendant Corporations as entities legally separate and apart from themselves, by among other things:

- a) failing to adhere to the corporate formalities necessary to operate Defendant Corporations as Corporations,
- b) defectively forming or maintaining the corporate entities of Defendant Corporations, by, amongst other things, failing to hold annual meetings or maintaining appropriate corporate records,
- c) transferring assets and debts freely as between all Defendants,
- d) operating Defendant Corporations for their own benefit as the sole or majority shareholders,
- e) operating Defendant Corporations for their own benefit and maintaining control over these corporations as closed Corporations,
- f) intermingling assets and debts of their own with Defendant Corporations,
- g) diminishing and/or transferring assets of Defendant Corporations to avoid full liability as necessary to protect their own interests, and
- h) Other actions evincing a failure to adhere to the corporate form.

30. At all relevant times, Defendants were Plaintiff Zamora's employers within the meaning of the FLSA and New York Labor Law. Defendants had the power to hire and fire Plaintiff Zamora, controlled the terms and conditions of employment, and determined the rate and method of any compensation in exchange for Plaintiff Zamora's services.

31. In each year from 2017 to 2018, Defendants, both separately and jointly, had a gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

32. In addition, upon information and belief, Defendants and/or their enterprise were directly engaged in interstate commerce. As an example, numerous items that were used in the Grocery Store on a daily basis are goods produced outside of the State of New York.

Individual Plaintiff

33. Plaintiff Zamora is a former employee of Defendants who was employed as a driver.

34. Plaintiff Zamora seeks to represent a class of similarly situated individuals under 29 U.S.C. 216(b).

Plaintiff Efren Zamora Rodriguez

35. Plaintiff Zamora was employed by Defendants from approximately October 2017 until on or about March 12, 2018.

36. Defendants employed Plaintiff Zamora as a driver.

37. Plaintiff Zamora regularly handled goods in interstate commerce, such as vegetables, fruits and other supplies produced outside the State of New York.

38. Plaintiff Zamora's work duties required neither discretion nor independent judgment.

39. Throughout his employment with Defendants, Plaintiff Zamora regularly worked in excess of 40 hours per week.

40. From approximately October 2017 until on or about March 12, 2018, Plaintiff Zamora worked as a driver from approximately 11:00 p.m. until on or about 11:00 a.m. to 12:00 a.m., three days a week and from approximately 11:00 p.m. until on or about 2:30 p.m., 2 days a week (typically 63 to 66 hours per week).

41. Throughout his employment, Defendants paid Plaintiff Zamora his wages by personal check.

42. From approximately October 2017 until on or about March 12, 2018, Defendants paid Plaintiff Zamora a fixed salary of \$1000 per week.

43. Defendants never granted Plaintiff Zamora any breaks or meal periods of any kind.

44. Plaintiff Zamora was not required to keep track of his time, nor to his knowledge, did the Defendants utilize any time tracking device such as punch cards, that accurately reflected his actual hours worked.

45. Defendants took improper and illegal deductions of Plaintiff Zamora's wages.

46. Specifically, defendants deducted approximately \$400.00 from Plaintiff Zamora's wages for fines he was imposed while performing his duties as a driver for defendants.

47. No notification, either in the form of posted notices or other means, was ever given to Plaintiff Zamora regarding overtime and wages under the FLSA and NYLL.

48. Defendants did not provide Plaintiff Zamora an accurate statement of wages, as required by NYLL 195(3).

49. Defendants did not give any notice to Plaintiff Zamora, in English and in Spanish (Plaintiff Zamora's primary language), of his rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

50. Defendants required Plaintiff Zamora to purchase "tools of the trade" with his own funds—including four pairs of pants, two pairs of boots and one pair of gloves per week.

Defendants' General Employment Practices

51. At all times relevant to this Complaint, Defendants maintained a policy and practice of requiring Plaintiff Zamora (and all similarly situated employees) to work in excess of 40 hours

a week without paying him appropriate overtime compensation as required by federal and state laws.

52. Plaintiff Zamora was a victim of Defendants' common policy and practices which violate his rights under the FLSA and New York Labor Law by, *inter alia*, not paying him the wages he was owed for the hours he worked.

53. Defendants willfully disregarded and purposefully evaded recordkeeping requirements of the FLSA and NYLL by failing to maintain accurate and complete timesheets and payroll records.

54. Plaintiff Zamora was paid his wages by personal checks.

55. Defendants failed to post at the workplace, or otherwise provide to employees, the required postings or notices to employees regarding the applicable wage and hour requirements of the FLSA and NYLL.

56. Upon information and belief, these practices by Defendants were done willfully to disguise the actual number of hours Plaintiff Zamora (and similarly situated individuals) worked, and to avoid paying Plaintiff Zamora properly for his full hours worked.

57. Defendants engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees compensation by knowingly violating the FLSA and NYLL.

58. Defendants' unlawful conduct was intentional, willful, in bad faith, and caused significant damages to Plaintiff Zamora and other similarly situated former workers.

59. Defendants failed to provide Plaintiff Zamora and other employees with accurate wage statements at the time of their payment of wages, containing: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary,

piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked; and the number of overtime hours worked, as required by NYLL §195(3).

60. Defendants failed to provide Plaintiff Zamora and other employees, at the time of hiring and on or before February 1 of each subsequent year, a statement in English and the employees' primary language, containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; and the telephone number of the employer, as required by New York Labor Law §195(1).

FLSA COLLECTIVE ACTION CLAIMS

61. Plaintiff Zamora brings his FLSA overtime compensation and liquidated damages claims as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of all similarly situated persons (the "FLSA Class members"), i.e., persons who are or were employed by Defendants or any of them, on or after the date that is three years before the filing of the complaint in this case (the "FLSA Class Period").

62. At all relevant times, Plaintiff Zamora and other members of the FLSA Class were similarly situated in that they had substantially similar job requirements and pay provisions, and have been subject to Defendants' common practices, policies, programs, procedures, protocols and plans including willfully failing and refusing to pay them the required overtime pay at a one and

one-half their regular rates for work in excess of forty (40) hours per workweek under the FLSA and willfully failing to keep records required by the FLSA.

63. The claims of Plaintiff Zamora stated herein are similar to those of the other employees.

FIRST CAUSE OF ACTION

VIOLATION OF THE OVERTIME PROVISIONS OF THE FLSA

64. Plaintiff Zamora repeats and realleges all paragraphs above as though fully set forth herein.

65. At all times relevant to this action, Defendants were Plaintiff Zamora's employers (and employers of the putative FLSA Class members) within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d). Defendants had the power to hire and fire Plaintiff Zamora (and the FLSA Class members), controlled the terms and conditions of employment, and determined the rate and method of any compensation in exchange for his employment.

66. At all times relevant to this action, Defendants were engaged in commerce or in an industry or activity affecting commerce.

67. Defendants constitute an enterprise within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203 (r-s).

68. Defendants, in violation of 29 U.S.C. § 207(a)(1), failed to pay Plaintiff Zamora (and the FLSA Class members) overtime compensation at a rate of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a work week.

69. Defendants' failure to pay Plaintiff Zamora (and the FLSA Class members), overtime compensation was willful within the meaning of 29 U.S.C. § 255(a).

70. Plaintiff Zamora (and the FLSA Class members) were damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION

**VIOLATION OF THE OVERTIME PROVISIONS
OF THE NEW YORK STATE LABOR LAW**

71. Plaintiff Zamora repeats and realleges all paragraphs above as though fully set forth herein.

72. Defendants, in violation of N.Y. Lab. Law § 190 *et seq.*, and supporting regulations of the New York State Department of Labor, failed to pay Plaintiff Zamora overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a work week.

73. Defendants' failure to pay Plaintiff Zamora overtime compensation was willful within the meaning of N.Y. Lab. Law § 663.

74. Plaintiff Zamora was damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION

**VIOLATION OF THE NOTICE AND RECORDKEEPING
REQUIREMENTS OF THE NEW YORK LABOR LAW**

75. Plaintiff Zamora repeats and realleges all paragraphs above as though fully set forth herein.

76. Defendants failed to provide Plaintiff Zamora with a written notice, in English and in Spanish (Plaintiff Zamora's primary language), containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place

of business, and a mailing address if different; and the telephone number of the employer, as required by NYLL §195(1).

77. Defendants are liable to Plaintiff Zamora in the amount of \$5,000, together with costs and attorneys' fees.

FOURTH CAUSE OF ACTION

VIOLATION OF THE WAGE STATEMENT PROVISIONS

OF THE NEW YORK LABOR LAW

78. Plaintiff Zamora repeats and realleges all paragraphs above as though fully set forth herein.

79. With each payment of wages, Defendants failed to provide Plaintiff Zamora with an accurate statement listing each of the following: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked; and the number of overtime hours worked, as required by NYLL 195(3).

80. Defendants are liable to Plaintiff Zamora in the amount of \$5,000, together with costs and attorneys' fees.

FIFTH CAUSE OF ACTION

RECOVERY OF EQUIPMENT COSTS

81. Plaintiff Zamora repeats and realleges all paragraphs above as though fully set forth herein.

82. Defendants required Plaintiff Zamora to pay, without reimbursement, the costs and expenses for purchasing and maintaining equipment and “tools of the trade” required to perform his job, further reducing his wages in violation of the FLSA and NYLL. 29 U.S.C. § 206(a); 29 C.F.R. § 531.35; N.Y. Lab. Law §§ 193 and 198-b.

83. Plaintiff Zamora was damaged in an amount to be determined at trial.

SIXTH CAUSE OF ACTION

VIOLATION OF THE TIMELY PAYMENT PROVISIONS

OF THE NEW YORK LABOR LAW

84. Plaintiff Zamora repeats and realleges all paragraphs above as though set forth fully herein.

85. Defendants did not pay Plaintiff Zamora on a regular weekly basis, in violation of NYLL §191.

86. Defendants are liable to Plaintiff Zamora in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

**(UNLAWFUL DEDUCTIONS FROM WAGES IN VIOLATION OF THE NEW YORK
LABOR LAW)**

87. Plaintiff Zamora repeats and realleges all paragraphs above as though fully set forth herein.

88. At all relevant times, Defendants were Plaintiff Zamora’s employers within the meaning of the N.Y. Lab. Law §§ 2 and 651.

89. Defendants made unlawful deductions from the wages of Plaintiff Zamora and the members of the FLSA Class, including, but not limited to, deductions for tickets Plaintiff Zamora was charged while performing his job as a driver for defendants.

90. The deductions made from wages of Plaintiff Zamora and the members of the FLSA Class were not authorized or required by law.

91. Through their knowing and intentional efforts to take unauthorized deductions from the wages of Plaintiff Zamora and the members of the FLSA class, Defendants willfully violated NYLL, Article 6, §§ 190 *et seq.*, and supporting New York State regulations.

92. Plaintiff Zamora was damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Zamora respectfully requests that this Court enter judgment against Defendants by:

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

(b) Declaring that Defendants violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Zamora and the FLSA Class members;

(c) Declaring that Defendants violated the recordkeeping requirements of, and associated rules and regulations under, the FLSA with respect to Plaintiff Zamora's and the FLSA Class members' compensation, hours, wages, and any deductions or credits taken against wages;

(d) Declaring that Defendants' violations of the provisions of the FLSA were willful as to Plaintiff Zamora and the FLSA Class members;

(e) Awarding Plaintiff Zamora and the FLSA Class members damages for the amount of unpaid overtime compensation and damages for any improper deductions or credits taken against wages under the FLSA as applicable;

(f) Awarding Plaintiff Zamora and the FLSA Class members liquidated damages in an amount equal to 100% of his damages for the amount of unpaid overtime compensation, and damages for any improper deductions or credits taken against wages under the FLSA as applicable

pursuant to 29 U.S.C. § 216(b);

(g) Declaring that Defendants violated the overtime wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Zamora;

(h) Declaring that Defendants violated the timely payment provisions of the NYLL as to Plaintiff Zamora;

(i) Declaring that Defendants violated the notice and recordkeeping requirements of the NYLL with respect to Plaintiff Zamora's compensation, hours, wages and any deductions or credits taken against wages;

(j) Declaring that Defendants' violations of the provisions of the NYLL are willful as to Plaintiff Zamora;

(k) Awarding Plaintiff Zamora damages for the amount of unpaid overtime compensation, and for any improper deductions or credits taken against wages as applicable

(l) Awarding Plaintiff Zamora damages for Defendants' violation of the NYLL notice and recordkeeping provisions, pursuant to NYLL §§198(1-b), 198(1-d);

(m) Awarding Plaintiff Zamora liquidated damages in an amount equal to one hundred percent (100%) of the total amount of overtime compensation shown to be owed pursuant to NYLL § 663 as applicable; and liquidated damages pursuant to NYLL § 198(3);

(n) Awarding Plaintiff Zamora and the FLSA Class members pre-judgment and post-judgment interest as applicable;

(o) Awarding Plaintiff Zamora and the FLSA Class members the expenses incurred in this action, including costs and attorneys' fees;

(p) Providing that if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal

is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL § 198(4); and

(q) All such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff Zamora demands a trial by jury on all issues triable by a jury.

Dated: New York, New York
March 22, 2018

MICHAEL FAILLACE & ASSOCIATES, P.C.

By: /s/ Michael Faillace
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March 12, 2018

BY HAND

TO: Clerk of Court,

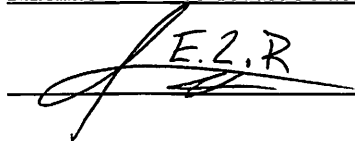
I hereby consent to join this lawsuit as a party plaintiff.

(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)

Name / Nombre: Efren Zamora Rodriguez

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

12 de Marzo, 2018

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Driver's Lawsuit Against Fadaro Fancy Foods Seeks Unpaid Overtime](#)
