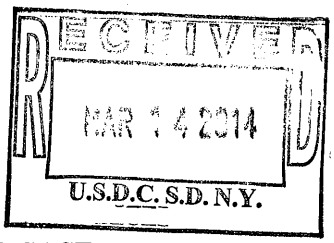
JUDGE BAER

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK



CESAR ALMANZAR, FELIX CORPORAN, JUAN DE LA CRUZ, JUAN DIAZ, JORGE DONE, VALENTIN MENALDO, JUAN OGANDO, MARCUS REYES, and WILSON ROSSIS, individually, on behalf of all others similarly situated, and as Class Representatives, Plaintiffs, – against – C & I ASSOCIATES, INC., C & I TELECOMMUNICATIONS, INC., WILLIAM GIANNINI, NELSON IZQUIERDO, and ANDROKE POLONIO, Defendants.	ECF CASE 14 CV 1810 Civil Docket No. COMPLAINT

Plaintiffs Cesar Almanzar ("Almanzar"), Felix Corporan ("Corporan"), Juan de la Cruz, Juaneris de la Cruz, Juan Diaz ("Diaz"), Jorge Done ("Done"), Valentin Menaldo ("Menaldo"), Juan Ogando ("Ogando"), Marcus Reyes ("Reyes"), and Wilson Rossis ("Rossis") (collectively "class plaintiffs"), individually and on behalf of others similarly situated, complain of defendants, C & I Associates, Inc., C & I Telecommunications, Inc., William Giannini ("Giannini"), Nelson Izquierdo ("Izquierdo"), and Androke Polonio ("Polonio"), (collectively "C & I" or "defendants") as follows:

NATURE OF THE ACTION

1. Class plaintiffs worked for defendants providing cable installation and repair services at customer residences. Although class plaintiffs worked long hours, often more than forty hours a week, defendants paid them only a flat per job rate. Defendants did not pay the overtime that is required by federal and state law for work over forty hours. Defendants also

did not give their workers the legally required hourly pay for time defendants required them to wait before, between, and after the jobs.

2. Although the law allows for payment on a per-job, or piece-rate basis, employers cannot use this method of payment to circumvent overtime and minimum wage rules. But that is exactly what defendants did here; indeed, they provided false pay stubs pretending to pay an hourly rate with overtime. In many cases, a separate list shows the actual, flat payment for completed jobs.

3. Defendants, through this pay practice, also failed to pay class plaintiffs wages for waiting time that class plaintiffs spent for defendants' exclusive benefit.

4. In some cases, defendants assigned its new hires to work alongside other experienced employees for on-the-job training purposes. In spite of the fact that defendants acted as the employer of the new hires by hiring them, setting their work schedules, and determining the amount of their pay, defendants required the experienced employees to pay out of their own pockets the new hires' wages.

5. Class plaintiffs, former installation and repair technicians of cable, internet, and telephone services for defendants at their New York and New Jersey business locations, bring this class action to remedy defendants' failure to pay minimum and overtime wages owed to them in violation of the Fair Labor Standards Act of 1938 ("FLSA"), as amended 29 U.S.C. §§ 201, et seq.; the New York Labor Law (the "NYLL"), N. Y. Labor Law §§ 650, et seq.; and the New Jersey State Wage and Hour Law (the "NJSWHL"), N.J. Stat. Ann. § 34:11-56a, et seq.

6. Class plaintiffs also bring this action to remedy defendants' failure to provide notices concerning their employment and rate or manner of pay, as required by NYLL

§ 195(3). Class plaintiffs seek declaratory relief and civil damages pursuant to the NYLL §§ 198(1-b), (1-d).

7. Class plaintiffs also bring this action to remedy defendants' unlawful deductions from their wages pursuant to NYLL § 193.

8. Class plaintiffs seek declaratory relief, compensatory damages, and liquidated damages, together with attorney's fees, costs of this action, pre- and post-judgment interest, and other appropriate relief pursuant to the FLSA § 16(b), 29 U.S.C. § 216(b), the NYLL § 663(1), and the NJSWHL § 34:11-56a25.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the FLSA claims set forth herein pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

10. This Court has supplemental jurisdiction over the NYLL and NJSWHL claims set forth herein pursuant to 28 U.S.C. § 1367 because those claims closely relate to the FLSA claims, having arisen from a common nucleus of operative facts, such that they form part of the same case or controversy.

11. Venue is proper within this District pursuant to 28 U.S.C. § 1391 because defendants regularly conduct business within the Southern District of New York, and because the majority of the events giving rise to this litigation took place in the Southern District of New York.

PARTIES

Plaintiffs

12. Plaintiff Cesar Almanzar worked at defendants' business locations in Bronx, New York from December of 2008 until he was discharged in June 2012. He is a citizen of New York.

13. Plaintiff Felix Corporan worked at defendants' business locations in Bronx, New York from 2004 until he was discharged in January 2013. He is a citizen of New York.

14. Plaintiff Juan de la Cruz worked at defendants' business locations in Bronx, New York from 2004 until he was discharged in May 2013. He is a citizen of New York.

15. Plaintiff Juaneris de la Cruz worked at defendants' business locations in Bronx, New York for two one-year periods in 2007 and 2009, and finally from November 2011, until he was discharged in November 2013. He is a citizen of New York.

16. Plaintiff Juan Diaz worked at defendants' business locations in Bronx, New York from August 2011 until he was discharged in April 2013. He is a citizen of New York.

17. Plaintiff Jorge Done worked at defendants' business locations in Bronx, New York from 2006 until 2009. He is a citizen of New York.

18. Plaintiff Valentin Menaldo worked at defendants' business locations in Bronx, New York from May 2007 until he was discharged in approximately March or April 2010. He is a citizen of New York.

19. Plaintiff Juan Ogando worked at defendants' business locations in Bronx, New York from 2004 until he was discharged in approximately October 2012. He is a citizen of New York.

20. Plaintiff Marcus Reyes worked at defendants' business location in Bronx, New York from September 2011 until he was discharged in approximately May 2013. He is a citizen of New York.

21. Plaintiff Wilson Rossis worked at defendants' business locations in Bronx, New York from July 2011 until he was discharged in April 2013. He is a citizen of New York.

22. During their employment by defendants, class plaintiffs were engaged in interstate commerce.

23. Plaintiffs handled cable, internet, and telephone equipment in the regular course of their performing their duties, which was produced or moved into New York and New Jersey for commerce.

Defendants

24. Defendant C & I Associates, Inc. is a cable installation and repair services contractor that provides installation and repair services under contract with Cablevision Systems Corporation ("Cablevision") to Cablevision's New York and New Jersey customers.

25. C & I Associates, Inc. is a for-profit New York corporation with its principal place of business in Bronx, New York. It is registered to do business in New Jersey.

26. In New York, C & I Associates, Inc.'s business locations include 767 East 133rd Street, Bronx, New York, 10454, as well as 856 East 136th Street, Bronx, New York, 10454, and 400 East 87th Street, New York, New York 10128.

27. In New Jersey, C & I Associates, Inc.'s business is located at 19 Lister Avenue, Newark, New Jersey 07105.

28. C & I Associates, Inc. is an employer within the meaning of the FLSA, NYLL, and the NJSWHL.

29. Defendant C & I Telecommunications, Inc. is a for-profit New York corporation with the same principal place of business as C & I Associates, Inc., in Bronx, New York. C & I Telecommunications, Inc. is registered to do business in New Jersey.

30. C & I Telecommunications, Inc. is an employer within the meaning of the FLSA, NYLL, and the NJSWHL.

31. Defendant William Giannini is an adult individual residing in Pennsylvania, and is Chief Executive Officer of C & I Associates, Inc. and C & I Telecommunications, Inc.

32. Defendant Nelson Izquierdo is an adult individual residing in New York, is general operations manager of C& I Associates, Inc. and C & I Telecommunications, Inc., oversees defendants' day-to-day operations, maintains defendants' employment and payroll records, and possesses and exercises authority to dictate companywide policies.

33. Defendant Androke Polonio is an adult individual residing in New York, is a manager of C & I Associates, Inc., oversees defendants' day-to-day operations, possesses and exercises the authority to discipline, hire, and fire employees, and to dictate companywide policies.

34. Upon information and belief, defendants, in combination with persons performing related activities for a common business purpose, are an enterprise whose annual gross volume of sales made or business done is not less than $500,000, exclusive of sales taxes.

35. At times relevant to this litigation, defendants were the class plaintiffs' employers within the meaning of the FLSA, the NYLL, and the NJSWHL.

COLLECTIVE AND CLASS ALLEGATIONS

36. The class plaintiffs, who all worked overtime for defendants' New York or New Jersey business locations, and who were not paid any wages for waiting time during their shifts, which primarily benefited the defendants, bring this proceeding on behalf of themselves and all other similarly situated employees or former employees who have common claims under

i. the FLSA;

ii. the NYLL; and

iii. the NJSWHL.

37. On information and belief the class plaintiffs' job title was "technician" at all times relevant to this litigation.

38. With respect to the FLSA claims, this collective action is brought pursuant to 29 U.S.C. § 216(b), by the class plaintiffs on behalf of themselves and all current or former technicians who worked overtime for defendants' New York and/or New Jersey business locations at any time during the past three years, whom defendants failed to compensate for waiting time, and who have given or will give their written consent to be plaintiffs herein pursuant to 29 U.S.C. § 216(b) ("FLSA class"). Consent to sue forms for class plaintiffs are annexed hereto.

39. The NYLL claims are brought as a class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, by New York class plaintiffs on behalf of all current and former technicians who worked overtime for defendants' New York business locations, who defendants failed to pay for compensable waiting time, and whose wages

defendants subjected to unlawful deductions at any time during the past six years ("NYLL class").

40. The NJSWHL claim is brought as a class action pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, by New Jersey class plaintiffs on behalf of all current and former technicians who worked overtime for defendants' New Jersey business locations at any time during the past two years ("NJSWHL class") and who defendants failed to pay for compensable waiting time.

41. The number of potential members of the FLSA, NYLL, and NJSWHL classes is not precisely determined at the present time but can be established through discovery. Upon information and belief, each class consists of at least forty current and former employees, and, therefore, is so numerous that joinder is impracticable.

42. Since all members of the classes have been damaged by the same wrongful acts alleged herein, these acts raise questions of law or fact common to the class that predominate over any questions affecting only individual members of the class. These questions include, but are not limited to:

i. whether defendants were required to pay the class plaintiffs overtime premium pay for hours worked in excess of forty per week under the FLSA, the NYLL, and the NJSWHL;

ii. whether defendants failed to pay the class plaintiffs such premium pay;

iii. whether defendants were required to pay the class plaintiffs wages for waiting time under the FLSA, the NYLL, and the NJSWHL;

iv. whether defendants failed to pay the class plaintiffs such wages;

v. whether defendants were required to provide notifications to class plaintiffs regarding their employment and pay under the NYLL;

vi. whether defendants provided such notifications to class plaintiffs;

vii. whether defendants deducted wages from class plaintiffs pursuant to a policy requiring wage deductions for lost equipment;

viii. whether defendants' wage deductions were unlawful.

43. The claims of the individual named class plaintiffs are typical of the claims of the class and do not conflict with the interests of any other members of the collective action or class in that all have suffered from the same wrongful acts of defendants.

44. The individual named plaintiffs will fairly and adequately represent the interests of the class. Plaintiffs' attorneys are qualified to pursue this litigation and have experience in class actions.

45. A collective and class action is superior to other methods for the fair and efficient adjudication of this controversy. Upon information and belief, no litigation similar to this action is currently pending. A collective and class action regarding the issues in this case creates no problems of manageability.

FACTUAL ALLEGATIONS

Factual Allegations Common to All Class Plaintiffs

46. Class plaintiffs were charged with installing and repairing cable television, internet, and telephone equipment in Cablevision customers' residences. Their duties included hanging, rigging, connecting, and disconnecting cable wire from Cablevision cable junction boxes to residences, and within residences to cable equipment; driving to and from customer residences within prearranged appointment time windows; testing and adjusting cable signal

levels; and, troubleshooting any equipment or service problems that arose during or after installation appointments.

47. Class plaintiffs were non-exempt employees and entitled to receive overtime premium pay for hours worked in excess of forty in a week.

48. Class plaintiffs routinely worked in excess of forty hours per week in the course of performing their job duties for defendants during the normal course of defendants' business.

Unpaid Waiting and Travel Time

49. Class plaintiffs reported to defendants' warehouses each workday morning to receive assigned daily routes with information for customer appointments, and the equipment necessary to fulfill customers' orders with Cablevision.

50. Defendants often caused class plaintiffs to wait approximately one hour, and often longer, before distributing routes to them. On some occasions workers waited for but were not assigned routes and, they were not paid for that time.

51. Upon receipt of their assigned routes, class plaintiffs lined up to sign for and receive from defendants the cable television, internet, and telephone equipment, and other materials they needed for customer appointments.

52. Class plaintiffs regularly waited upwards of twenty minutes on the equipment line before reaching the warehouse worker tasked with checking the class plaintiffs' assigned routes and distributing the equipment to them.

53. Defendants required class plaintiffs to return to their warehouses after completing their assigned routes, to hand in paperwork to the warehouse dispatcher's office for processing, and to return any unused equipment.

54. Defendants regularly subjected class plaintiffs to an additional unpaid waiting period toward the end of their shift by requiring that they submit paperwork and return unused equipment, and by subjecting class plaintiffs' paperwork to the approval of warehouse dispatch office employees, before they could leave work for the day. Overall, defendants often subjected class plaintiffs to over an hour of waiting time in the evenings.

55. In addition to the above waiting times, class plaintiffs also spent time traveling and waiting in between and during customer service appointments for which they were not paid. For example, class plaintiffs would wait for customers who were unavailable at the time class plaintiffs arrived at their residences, would encounter traffic en route to customer appointments, and would wait on the telephone during calls to the warehouse to resolve a service or order issue directly with supervisors.

Flat Per-Job Pay Without Overtime

56. At all times relevant to this litigation, defendants uniformly paid class plaintiffs on a piece-rate basis. The various piece-rates defendants paid corresponded to the tasks class plaintiffs performed during customer appointments. For example, defendants paid class plaintiffs $9.00 for each "second drop installation," $8.00 for each "disconnect," and $20.00 for each "new connect" performed.

57. Defendants provided to technicians documents which listed the various tasks, billing codes, and corresponding piece-rates.

58. Together with paychecks and paystubs, defendants also provided to class plaintiffs statements that listed the specific tasks, billing codes, and total piece-rate amounts technicians were paid for all the tasks that they performed in a given pay period.

59. Upon information and belief, defendants stopped providing such statements to technicians in 2012.

60. Class plaintiffs' gross weekly pay consisted of the gross total in piece-rate amounts that technicians earned during a given pay period, and did not include any other wages.

False Paperwork

61. The paystubs defendants provided to the class plaintiffs falsely listed figures for regular and overtime hours worked, regular and overtime wages, and bonus and commission payment amounts.

62. In fact, the sum of the regular and overtime wages, and bonus and commission payments defendants listed on class plaintiffs' paystubs equaled the gross total piece-rate amounts class plaintiffs earned during the given pay period.

Failure to Pay Legally Required Wages

63. From the inception of class plaintiffs' employment until defendants terminated their employment, defendants failed to pay plaintiffs overtime wages, as required by the FLSA, the NYLL, and the NJSWHL, for each hour that they worked in excess of forty in a workweek.

64. Defendants also failed to pay plaintiffs wages for time plaintiffs spent waiting at defendants' warehouses, at the beginning and end of their shifts, in between and during customer appointments, and for travel time between defendants' warehouses and customers' residences.

65. Defendants' failure to pay plaintiffs wages owed under the FLSA, the NYLL, and the NJSWHL was a willful violation of those statutes. Defendants previously were subjects of litigation by former technicians who sued over these very violations in the Eastern

District of New York, 1:11-cv-02777-JG-JMA, yet defendants persisted in their failure to pay technicians overtime wages and wages for waiting time after that federal action concluded in 2011, upon defendants settling with the plaintiffs. Plaintiffs in that action had not yet filed a motion for class certification at the time it settled, and no class plaintiffs in the instant action were parties to the settlement.

False and Missing Time Records

66. Defendants did not maintain a timekeeping system prior to sometime in 2011.

67. After that, defendants required class plaintiffs to punch in upon receiving the equipment that they needed to install during customer service appointments, and not upon arrival at the warehouse.

68. Defendants required class plaintiffs to punch out upon arrival at their warehouses in the evening, and not after they finished submitting paperwork and returning equipment.

Failure to Provide Required Wage Notices

69. Defendants failed to provide to class plaintiffs annual and weekly notifications with information pertaining to class plaintiffs' employment and rates or manners of pay.

Unlawful Deductions

70. Defendants also enforced a policy of deducting $1,000.00 from class plaintiffs' pay, in weekly installments of $100.00, when employees lost a piece of equipment. Several class plaintiffs were charged money under this policy.

Factual Allegations Relevant to Plaintiff Almanzar

71. Almanzar started working as a technician for defendants in New York in late December 2008.

72. Almanzar worked seven days per week during the first month and a half of his employment with defendants. Thereafter and for the duration of his employment, Almanzar worked six days per week.

73. Almanzar's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

74. For example, on one occasion, Almanzar arrived at the warehouse at approximately 7:30 a.m. and waited until 9:20 a.m., when Polonio told him that defendants did not have a route for him for that day.

75. Almanzar's weekly gross pay consisted exclusively of piece-rate wages. For example, Almanzar's gross pay for the December 25, 2011 through December 31, 2011 pay period was $660.50. An accompanying statement that defendants provided to Almanzar listing the tasks he completed during that pay period, the dates Almanzar completed the tasks, and the total piece-rate amounts he earned based on completion of these tasks, shows that he earned $660.50 in piece-rate wages that week, but no overtime premium for overtime hours worked.

76. Defendants did not provide Almanzar with notifications providing information about his employment or his rate or manner of pay.

77. Defendants terminated Almanzar's employment on June 7, 2012.

Factual Allegations Relevant to Plaintiff Corporan

78. Corporan's employment as a technician with defendants at their New York business location began in 2004.

79. Corporan regularly worked six days per week.

80. Corporan's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 44 through 50.

81. On one occasion, to save time he would otherwise have spent waiting, Corporan joined the equipment line before receiving his assigned route. Androke directed Corporan to exit the equipment line and wait to receive his assigned route before rejoining the equipment line.

82. Corporan's weekly gross pay consisted exclusively of piece-rate wages. For example, Corporan's gross pay for the February 19, 2012 through February 25, 2012 pay period was $1,043.00. An accompanying statement that defendants provided to Corporan listing the tasks he completed during that pay period, the dates he completed the tasks, and the total piece-rate amounts he earned based on completion of these tasks, shows that he earned $1,043.00 in piece-rate wages that week, but no overtime premium for overtime hours worked.

83. Defendants did not provide Corporan with notifications providing information about his employment or his rate or manner of pay.

84. Defendants terminated Corporan's employment in January 2013.

Factual Allegations Relevant to Plaintiff Juan de la Cruz

85. Juan de la Cruz's employment as a technician with defendants at their New York business location began in 2004.

86. Androke and other supervisors periodically reminded Juan de la Cruz and other technicians that defendants expected technicians to be at the Bronx warehouse by 7 a.m.

87. Juan de la Cruz regularly worked six days per week for defendants up until mid-2011. Thereafter, he regularly worked five days per week for defendants.

88. Juan de la Cruz's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

89. Juan de la Cruz's weekly gross pay consisted exclusively of piece-rate wages. For example, de la Cruz's gross pay for the pay period ending on January 14, 2012 was $1,008.00. An accompanying statement that defendants provided to de la Cruz listing the tasks he completed during that pay period, the dates he completed the tasks, and the total piece-rate amounts he earned based on completion of these tasks, shows that he earned $1,008.00 in piece-rate wages during this pay period, but no overtime premium for overtime hours worked.

90. Defendants did not provide Juan de la Cruz with notifications providing information about his employment or his rate or manner of pay.

91. Defendants terminated Juan de la Cruz's employment in May 2013.

Factual Allegations Relevant to Plaintiff Juaneris de la Cruz

92. Juaneris de la Cruz's employment as a technician with defendants at their New York business location began in around 2007, and ended about one year later when defendants laid him off. He resumed work with defendants in 2009, and was laid off again about one year later. Juaneris de la Cruz returned to work with defendants for a third time in November 2011.

93. Juaneris de la Cruz regularly worked six days per week for defendants.

94. Juaneris de la Cruz's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

95. Juaneris de la Cruz's weekly gross pay consisted exclusively of piece-rate wages.

96. Defendants did not provide Juaneris de la Cruz with notifications providing information about his employment or his rate or manner of pay.

97. Defendants terminated Juaneris de la Cruz's employment in November 2013.

Factual Allegations Relevant to Plaintiff Diaz

98. Diaz's employment as a technician with defendants at their New York business location began in August 2011.

99. Diaz regularly worked six days per week for defendants.

100. Diaz's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

101. Upon information and belief, defendants required Diaz to wait at the Bronx warehouse and ultimately did not assign him a route between ten to fifteen times.

102. On those occasions when Diaz reported to the Bronx warehouse and was told that defendants did not have a route to assign to him, he spent, upon information and belief, between two to three hours waiting before learning that defendants had no work for him.

103. Defendants assigned Diaz to work at their New Jersey business location for approximately two months, around the time Hurricane Sandy hit New York and New Jersey.

104. During this period, Diaz would arrive at defendants' New Jersey warehouse at around 7:30 a.m. to 7:45 a.m.

105. Diaz continued to work six days per week for defendants, in New Jersey.

106. Diaz worked seven days per week on three separate occasions during the period when he worked for defendants in New Jersey.

107. Diaz regularly worked fourteen to fifteen hours per shift in New Jersey, compared with the average twelve-hour shifts he worked for defendants in New York.

108. Diaz's weekly gross pay consisted exclusively of piece-rate wages.

109. Defendants did not provide Diaz with notifications providing information about his employment or his rate or manner of pay.

110. Defendants terminated Diaz's employment in May 2013.

Factual Allegations Relevant to Plaintiff Done

111. Done's employment as a technician with defendants at their New York business location began in around 2007.

112. Done regularly worked six days per week for defendants.

113. Done's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

114. Done's weekly gross pay consisted exclusively of piece-rate wages.

115. Defendants did not provide Done with notifications providing information about his employment or his rate or manner of pay.

116. Done resigned from his employment with defendants in the summer of 2009.

Factual Allegations Relevant to Plaintiff Menaldo

117. Menaldo's employment as a technician with defendants at their New York business location began in April or May 2007.

118. Menaldo regularly worked six days per week.

119. Menaldo's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

120. Menaldo's weekly gross pay consisted exclusively of the piece-rate wages he earned. For example, Menaldo's gross pay for the pay period of March 3, 2010 was $626.50. An accompanying statement that defendants provided to Menaldo listing the tasks he completed during that pay period, the dates Menaldo completed the tasks, and the total piece-rate amounts he earned based on completion of these tasks, shows that he earned $626.50 in piece-rate wages that week, but no overtime premium for overtime hours worked.

121. During his first two months of employment, defendants required Menaldo to undergo a training period and assigned Menaldo to work with an experienced technician.

122. Over the course of Menaldo's first two months of employment with defendants, defendants paid Menaldo a total of approximately $600 in wages, equating to $300 per month or approximately $75 per week and $12.50 per day.

123. On approximately four separate occasions, defendants deducted pay from Menaldo's paycheck, apparently due to work he performed that supervisors deemed unsatisfactory. As a result, upon information and belief, defendants deducted from Menaldo's pay a total of approximately $600 for work deemed unsatisfactory.

124. In 2007, defendants assigned another technician, Fernando Martinez, to work with Menaldo as an assistant.

125. Menaldo did not hire the assistant, nor did he set the assistant's work hours. Upon information and belief, defendants directly hired the assistant and directed him as to the hours defendants required him to work.

126. Defendants directed Menaldo to pay half of his weekly net wages to the assistant.

127. Defendants did not provide Menaldo with notifications providing information about his employment or his rate or manner of pay.

128. Defendants terminated Menaldo's employment in March 2010.

Factual Allegations Relevant to Plaintiff Ogando

129. Ogando's employment as a technician with defendants at their New York business location began in February or March 2004.

130. Ogando regularly worked six days per week for defendants.

131. Ogando's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

132. Ogando's weekly gross pay consisted exclusively of piece-rate wages. For example, Ogando's gross pay for the pay period ending on January 28, 2012 was $1,292.00. An accompanying statement that defendants provided to Ogando listing the tasks he completed during that pay period, the dates he completed the tasks, and the total piece-rate amounts he earned based on completion of these tasks, shows that he earned $1,292.00 in piece-rate wages during this pay period, but no overtime premium for overtime hours worked.

133. Defendants did not provide to Ogando notifications with information about his employment or his rate or manner of pay.

134. On one occasion, defendants deducted $1,000.00 from Ogando's wages after accusing him of losing one cable box. However, Ogando did not lose any cable or internet equipment during his employment with defendants. Defendants deducted the $1,000.00 from Ogando's pay in weekly increments of $100.00, over a period of ten weeks.

135. Defendants terminated Ogando's employment in October 2012.

Factual Allegations Relevant to Plantiff Reyes

136. Reyes started working as a technician for defendants in New York in October 2010.

137. Reyes regularly worked six days per week for defendants during his first four months of work, and five days per week thereafter.

138. Reyes's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

139. Reyes's weekly gross pay consisted exclusively of piece-rate wages. For example, Reyes's gross pay for the pay period ending March 3, 2011 was $699.50. An accompanying statement that defendants provided to Reyes listing the tasks he completed during that pay period, the dates Reyes completed the tasks, and the total piece-rate amounts he earned based on completion of these tasks, shows that he earned $699.50 in piece-rate wages that week, but no overtime premium for overtime hours worked.

140. Reyes underwent a one-month training period at the start of his employment, for which defendants did not pay him any wages.

141. Defendants did not provide Reyes with notifications providing information about his employment or his rate or manner of pay.

142. Defendants terminated Reyes's employment on May 18, 2013.

Factual Allegations Relevant to Plaintiff Rossis

143. Rossis's employment as a technician with defendants at their New York business location began in July 2011.

144. Rossis regularly worked six days per week for defendants.

145. Rossis's experience with respect to the hours he worked fits the class plaintiffs' common experiences as described above in Paragraphs 49 through 55.

146. Rossis's weekly gross pay consisted exclusively of piece-rate wages.

147. Defendants did not provide Rossis with notifications providing information about his employment or his rate or manner of pay.

148. Rossis resigned from his employment with defendants in May 2013.

FIRST CAUSE OF ACTION

Unpaid Overtime Under the FLSA

149. Class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

150. At all times relevant to this cause of action, defendants employed FLSA class plaintiffs within the meaning of the FLSA.

151. Defendants willfully violated the FLSA by failing to pay FLSA class plaintiffs an overtime premium for compensable hours worked in excess of forty in a given workweek, as required under the FLSA § 7(a)(1), 29 U.S.C. § 207(a)(1).

152. As a consequence of defendants' willful violation of class plaintiffs' rights under the FLSA, FLSA class plaintiffs are entitled to recover from defendants, jointly and severally, their unpaid overtime wages, an additional equal amount in liquidated damages, costs, and reasonable attorney's fees pursuant to the FLSA §16(b), 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

Unpaid Minimum Wages Under the FLSA

153. Class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

154. Defendants failed to pay FLSA class plaintiffs wages for compensable waiting time FLSA class plaintiffs worked, primarily for defendants' benefit, as required under the FLSA § 6(a), 29 U.S.C. § 206(a).

155. As a consequence of defendants' willful violation of class plaintiffs' rights under the FLSA, FLSA class plaintiffs are entitled to recover from defendants, jointly and severally, their unpaid minimum wages, an additional equal amount in liquidated damages, costs, and reasonable attorney's fees pursuant to the FLSA § 16(b), 29 U.S.C. § 216(b).

THIRD CAUSE OF ACTION

Unpaid Overtime Under the NYLL

156. NYLL class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

157. At all times relevant to this action, defendants employed NYLL class plaintiffs within the meaning of the NYLL.

158. Defendants willfully failed to pay NYLL plaintiffs for hours worked in excess of forty per week, as required by the NYLL § 652(2) and N.Y. Comp. Codes R. & Regs. tit. 12, § 142.2-2 (2013).

159. As a consequence of defendants' willful violation of the NYLL class plaintiffs' rights under the NYLL, NYLL class plaintiffs are entitled to recover from defendants, jointly and severally, their unpaid overtime wages, 25 percent of that amount as liquidated damages for amounts that became due prior to April 13, 2011, and 100 percent of that amount as liquidated damages for amounts that became due after April 13, 2011, costs, and reasonable attorney's fees, pursuant to NYLL § 663(1).

FOURTH CAUSE OF ACTION

Unpaid Minimum Wages Under the NYLL

160. NYLL class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

161. Defendants failed to pay NYLL class plaintiffs wages for compensable waiting time NYLL class plaintiffs worked, primarily for defendants' benefit, as required under the NYLL § 652(1).

162. As a consequence of defendants' willful violation of class plaintiffs' rights under the NYLL, NYLL class plaintiffs are entitled to recover from defendants, jointly and severally, their unpaid minimum wages, 25 percent of that amount as liquidated damages for amounts that became due prior to April 13, 2011, and 100 percent of that amount as liquidated damages for amounts that became due after April 13, 2011, costs, and reasonable attorney's fees, pursuant to NYLL § 663(1).

FIFTH CAUSE OF ACTION

Unlawful Deductions Under the NYLL

163. NYLL class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

164. Defendants made unlawful deductions from NYLL class plaintiffs' wages.

165. As a consequence of defendants' willful violation of the NYLL, NYLL class plaintiffs are entitled to recover from defendants, jointly and severally, all unlawfully deducted wages, an additional equal amount in liquidated damages, costs, and reasonable attorney's fees, pursuant to NYLL § 198(1-a).

SIXTH CAUSE OF ACTION

Failure to Provide Required Notices Under the NYLL

166. NYLL class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

167. Defendants failed to give NYLL class plaintiffs notices providing information on their employment and rate or manner of pay as required by the NYLL §§ 195 (1)(a) and (3).

168. As a consequence of defendants violations of NYLL class plaintiffs' rights, NYLL class plaintiffs are entitled to recover from defendants, jointly and severally, penalties of up to a maximum amount of $2,500 for each of the two notices required by the NYLL, as well as costs of this action, prejudgment interest, and reasonable attorney's fees pursuant to NYLL §§ 198 (1-b) and (1-d).

SEVENTH CAUSE OF ACTION

Unpaid Overtime Under the NJSWHL

169. NJSWHL class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

170. At all times relevant to this action, defendants employed NJSWHL class plaintiffs within the meaning of the NJSWHL.

171. Defendants willfully failed to pay NJSWHL class plaintiffs for hours worked in excess of forty in per week, as required by the NJSWHL § 34:11-56a4.

172. As a consequence of defendants' willful violation of the NJSWHL, NJSWHL class plaintiffs are entitled to recover from defendants, jointly and severally, their

unpaid overtime wages, costs, and reasonable attorney's fees, pursuant to NJSWHL § 34:11-56a25.

EIGHTH CAUSE OF ACTION

Unpaid Minimum Wages Under the NJSWHL

173. NJSWHL class plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

174. Defendants failed to pay NJSWHL class plaintiffs wages for compensable waiting time NJSWHL class plaintiffs worked, primarily for defendants' benefit, as required under the NJSWHL § 34:11-56a4.

175. As a consequence of defendants' willful violation of class plaintiffs' rights under the NJSWHL, NJSWHL class plaintiffs are entitled to recover from defendants, jointly and severally, their unpaid minimum wages, costs, and reasonable attorney's fees, pursuant to NJSWHL§ 34:11-56a25.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs respectfully request that this Court enter a Judgment:

(a) Certifying the First and Second Causes of Action as a collective action allowing similarly situated employees to "opt in" and permitting discovery to facilitate such certification;

(b) Certifying the Third through Sixth Causes of Action, and the Seventh and Eighth Causes of Action as class actions under Rule 23 of the Federal Rules of Civil Procedure;

(c) Requiring defendants to provide class plaintiffs with a list of all persons employed by defendants at any of defendants' New York business locations and at defendants' New Jersey business locations, since November 1, 2007, stating their last known addresses and

telephone numbers, so that plaintiffs can give such class members notice of the pendency of this action and an opportunity to make an informed decision about whether to participate in it;

(d) Declaring that defendants' conduct complained of herein violates plaintiffs' rights under the FLSA, the NYLL, and the NJSWHL.

(e) Enjoining and permanently restraining defendants from violating the FLSA, NYLL, and the NJSWHL.

(f) Directing defendants to take such affirmative steps as are necessary to ensure that the effects of these unlawful practices are eliminated and do not continue to affect the class's wages;

(g) Awarding plaintiffs the unpaid overtime compensation due to them under the FLSA, the NYLL, and NJSWHL;

(h) Awarding plaintiffs liquidated damages because of defendants' willful failure to pay overtime in violation of the FLSA;

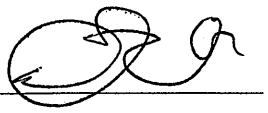
(i) Awarding plaintiffs liquidated damages under the NYLL § 663(1) because of defendants' willful failure to pay them overtime;

(j) Directing defendants to pay plaintiffs' attorney's fees, cost and disbursements pursuant to the FLSA, the NYLL, and the NJSWHL.

(k) Directing defendants to pay prejudgment interest; and

(l) Granting such other relief as this Court deems necessary and proper.

Dated: March 14, 2014
New York, New York



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