

CV 13-1727

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BLOCK, J.

LEVY, M.J.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

**LUIS ESPINOZA and EUDOXIO ADAN IGLESIAS,  
individually, and on behalf of all others similarly situated,**

**Plaintiffs,**

**-against-**

**WANRONG TRADING CORP., YI ANG SHAO, and  
XIANG QI CHEN,**

**Defendants.**

U.S. DISTRICT COURT  
EASTERN DISTRICT  
OF NEW YORK

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**CLASS ACTION  
COMPLAINT**

Plaintiffs Luis Espinoza and Eudoxio Adan Iglesias (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by their attorneys, Fitapelli & Schaffer, LLP, upon personal knowledge as to themselves, and upon information and belief as to other matters, allege as follows:

**NATURE OF THE ACTION**

1. This lawsuit seeks to recover unpaid overtime wages for Plaintiffs and their similarly situated co-workers – delivery workers, loaders, stockpersons, processors, assemblers, and other "non-exempt employees" – who have been employed by Defendants Wanrong Trading Corp., Yi Ang Shao, and Xiang Qi Chen (collectively, "Defendants").

2. Defendants own and operate Wanrong Trading Corp. ("Wanrong"), a meat processing and packaging facility located at 48-43 32<sup>nd</sup> Place, Long Island City, New York 11101.

3. Defendants maintain a policy and practice whereby non-exempt employees at Wanrong are not properly compensated for all hours worked in a workweek.

4. In that regard, Defendants have generally paid Plaintiffs a set weekly salary regardless of the actual hours they worked.

5. As a result, Plaintiffs have consistently worked over 40 hours per week for Defendants without ever receiving premium overtime pay.

6. Defendants apply the same employment policies, practices, and procedures to all non-exempt employees at Wanrong.

7. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former non-exempt employees who elect to opt-in to this action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the wage-and-hour provisions of the FLSA by Defendants that have deprived Plaintiffs and other similarly situated employees of their lawfully earned wages.

8. Plaintiffs also bring this action on behalf of themselves and all similarly situated current and former non-exempt employees who work or have worked in New York pursuant to Federal Rule of Civil Procedure 23 to remedy violations of the New York Labor Law (“NYLL”), Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

### **THE PARTIES**

#### **Plaintiff**

#### **Luis Espinoza**

9. Plaintiff Luis Espinoza (“Espinoza”) is an adult individual who is a resident of Jackson Heights, New York.

10. Espinoza has been employed by Defendants as a non-exempt employee from on or about July 23, 2000 to present.

11. Espinoza is a covered employee within the meaning of the FLSA and the NYLL.

12. A written consent form for Espinoza is being filed with this Class Action Complaint.

**Eudoxio Adan Iglesias**

13. Plaintiff Eudoxio Adan Iglesias (“Iglesias”) is an adult individual who is a resident of Brooklyn, New York.

14. Iglesias has been employed by Defendants as a non-exempt employee from on or about January 3, 2013 to present.

15. Iglesias is a covered employee within the meaning of the FLSA and the NYLL.

16. A written consent form for Iglesias is being filed with this Class Action Complaint.

**Defendants**

17. Defendants jointly employed Plaintiffs and similarly situated employees at all times relevant. Each Defendant has had substantial control over Plaintiffs’ and similarly situated employees’ working conditions, and over the unlawful policies and practices alleged herein.

**Wanrong Trading Corp.**

18. Together with the other Defendants, Wanrong has owned and/or operated the meat processing and packaging facility located at 48-43 32<sup>nd</sup> Place, Long Island City, New York 11101, during the relevant period.

19. Wanrong is a domestic corporation organized and existing under the laws of New York.

20. Wanrong’s principal executive office is located at 48-43 32<sup>nd</sup> Place, Long Island City, New York 11101.

21. Wanrong is a covered employer within the meaning of the FLSA and the NYLL, and, at all times relevant, employed Plaintiffs and similarly situated employees.

22. At all relevant times, Wanrong has maintained control, oversight, and direction over Plaintiffs and similarly situated employees, including timekeeping, payroll and other employment practices that applied to them.

23. Wanrong applies the same employment policies, practices, and procedures with respect to overtime compensation to all non-exempt employees.

24. Upon information and belief, at all relevant times, Wanrong's annual gross volume of sales made or business done was not less than \$500,000.00.

**Yi Ang Shao**

25. Upon information and belief, Defendant Yi Ang Shao ("Shao") is a resident of the State of New York.

26. Upon information and belief, at all relevant times, Shao has been the owner, Chief Executive Officer, and President of Wanrong.

27. The New York State Department of State – Division of Corporations identifies Shao as the Chief Executive Officer of Wanrong.

28. At all relevant times, Shao has had power over personnel decisions at Wanrong, including the power to hire and fire employees, set their wages, and otherwise control the terms and conditions of their employment.

29. At all relevant times, Shao has had power over payroll decisions at Wanrong, including the power to retain time and/or wage records.

30. At all relevant times, Shao has been actively involved in managing the day to day operations of Wanrong.

31. At all relevant times, Shao has had the power to stop any illegal pay practices that harmed Plaintiffs and similarly situated employees.

32. At all relevant times, Shao has had the power to transfer the assets or liabilities of Wanrong.

33. At all relevant times, Shao has had the power to declare bankruptcy on behalf of Wanrong.

34. At all relevant times, Shao has had the power to enter into contracts on behalf of Wanrong.

35. Shao is a covered employer within the meaning of the FLSA and the NYLL, and at all times relevant, employed and/or jointly employed Plaintiffs and similarly situated employees.

**Xiang Qi Chen**

36. Upon information and belief, Defendant Xiang Qi Chen (“Chen”) is a resident of the State of New York.

37. Upon information and belief, at all relevant times, Chen has been the owner and Vice President of Wanrong.

38. At all relevant times, Chen has had power over personnel decisions at Wanrong, including the power to hire and fire employees, set their wages, and otherwise control the terms and conditions of their employment.

39. At all relevant times, Chen has had power over payroll decisions at Wanrong, including the power to retain time and/or wage records.

40. At all relevant times, Chen has been actively involved in managing the day to day operations of Wanrong.

41. At all relevant times, Chen has had the power to stop any illegal pay practices that harmed Plaintiffs and similarly situated employees.

42. At all relevant times, Chen has had the power to transfer the assets or liabilities of Wanrong.

43. At all relevant times, Chen has had the power to declare bankruptcy on behalf of Wanrong.

44. At all relevant times, Chen has had the power to enter into contracts on behalf of Wanrong.

45. Chen is a covered employer within the meaning of the FLSA and the NYLL, and at all times relevant, employed and/or jointly employed Plaintiffs and similarly situated employees.

#### **JURISDICTION AND VENUE**

46. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337 and jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. 1367.

47. This Court also has jurisdiction over Plaintiffs' claims under the FLSA pursuant to 29 U.S.C. § 216(b).

48. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

49. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district.

#### **COLLECTIVE ACTION ALLEGATIONS**

50. Plaintiffs bring the First Cause of Action, an FLSA claim, on behalf of themselves and all similarly situated persons who have worked as non-exempt employees at Wanrong, who elect to opt-in to this action (the "FLSA Collective").

51. Defendants are liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiffs and the FLSA Collective.

52. Consistent with Defendants' policy and pattern or practice, Plaintiffs and the FLSA Collective were not paid premium overtime pay for hours worked over 40 in a workweek.

53. All of the work that Plaintiffs and the FLSA Collective have performed has been assigned by Defendants, and/or Defendants have been aware of all of the work that Plaintiffs and the FLSA Collective have performed.

54. As part of its regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the FLSA Collective. This policy and pattern or practice includes, but is not limited to:

- (a) willfully failing to pay its employees, including Plaintiffs and the FLSA Collective, overtime wages for all hours worked in excess of 40 in a workweek; and
- (b) willfully failing to record all of the time that its employees, including Plaintiffs and the FLSA Collective, have worked for the benefit of Defendants.

55. Defendants' unlawful conduct, as described in this Class Action Complaint, is pursuant to a company policy or practice of minimizing labor costs by failing to adequately compensate employees for the hours they work.

56. Defendants are aware or should have been aware that federal law required them to pay employees premium overtime pay for hours worked in excess of 40 in a workweek.

57. Plaintiffs and the FLSA Collective perform or performed the same primary duties.

58. Defendants' unlawful conduct has been widespread, repeated, and consistent.

59. There are many similarly situated current and former non-exempt employees who have been denied overtime wages in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

60. Those similarly situated employees are known to Defendants, are readily identifiable, and can be located through Defendants' records.

### CLASS ACTION ALLEGATIONS

61. Plaintiffs bring the Second and Third Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class of persons consisting of:

All persons who work or have worked as delivery workers, loaders, stockpersons, processors, assemblers, and similar employees at Wanrong Trading Corp. in New York between April 1, 2007 and the date of final judgment in this matter (the "Rule 23 Class").

62. Excluded from the Rule 23 Class are Defendants, Defendants' legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Rule 23 Class.

63. The members of the Rule 23 Class are so numerous that joinder of all members is impracticable.

64. Upon information and belief, the size of the Rule 23 Class is at least 50 individuals. Although the precise number of such employees is unknown, the facts on which the calculation of that number depends are presently within the sole control of Defendants.

65. Defendants have acted or have refused to act on grounds generally applicable to the Rule 23 Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Rule 23 Class as a whole.

66. Common questions of law and fact exist as to the Rule 23 Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

- (a) whether Defendants violated NYLL, Articles 6 and 19, and the supporting New York State Department of Labor Regulations;
- (b) whether Defendants failed to compensate Plaintiffs and the Rule 23 Class for hours worked in excess of 40 hours per workweek;



- (c) whether Defendants failed to keep true and accurate time and pay records for all hours worked by Plaintiffs and the Rule 23 Class, and other records required by the NYLL;
- (d) whether Defendants failed to furnish Plaintiffs and the Rule 23 Class with required wage notices and/or accurate statements of wages, hours worked, rates paid, and gross wages, as required by the NYLL;
- (e) whether Defendants' policy of failing to pay workers was instituted willfully or with reckless disregard of the law; and
- (f) the nature and extent of class-wide injury and the measure of damages for those injuries.

67. The claims of Plaintiffs are typical of the claims of the Rule 23 Class they seek to represent.

68. Plaintiffs and all of the Rule 23 Class members work, or have worked, for Defendants as delivery workers, loaders, stockpersons, processors, assemblers, or in similar non-exempt positions at Wanrong.

69. Plaintiffs and the Rule 23 Class members enjoy the same statutory rights under the NYLL, including to be paid overtime wages. Plaintiffs and the Rule 23 Class members have all sustained similar types of damages as a result of Defendants' failure to comply with the NYLL. Plaintiffs and the Rule 23 Class members have all been injured in that they have been under-compensated due to Defendants' common policies, practices, and patterns of conduct.

70. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Rule 23 Class. Plaintiffs understand that as class representatives, they assume a fiduciary responsibility to the class to represent its interests fairly and adequately. Plaintiffs recognize that as class representatives, they must represent and consider the interests of the class just as they would represent and consider their own interests. Plaintiffs understand that in decisions regarding the conduct of the litigation and its possible settlement, they must not favor their own

interests over the class. Plaintiffs recognize that any resolution of a class action must be in the best interest of the class. Plaintiffs understand that in order to provide adequate representation, they must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. Plaintiffs have retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Plaintiffs and the Rule 23 members.

71. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Rule 23 Class have been damaged and are entitled to recovery as a result of Defendants' violations of the NYLL, as well as their common and uniform policies, practices, and procedures. Although the relative damages suffered by individual Rule 23 Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Plaintiffs lack the financial resources to conduct a thorough examination of Defendants' timekeeping and compensation practices and to prosecute vigorously a lawsuit against Defendants to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

72. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

#### **PLAINTIFFS' FACTUAL ALLEGATIONS**

73. Consistent with their policies and patterns or practices as described herein, Defendants harmed Plaintiffs, individually, as follows:

##### **Luis Espinoza**

74. Defendants have not paid Espinoza the proper overtime wages for all of the time that he was suffered or permitted to work each workweek.

75. Throughout the duration of his employment at Wanrong, Defendants have generally paid Espinoza a set weekly salary, regardless of the hours he worked.

76. Defendants have repeatedly suffered or permitted Espinoza to work over 40 hours per week, up to a maximum of approximately 66 hours per week, without paying him premium overtime pay.

77. Espinoza's primary duties at Wanrong are non-exempt duties, including: preparing shipments, loading and unloading shipments, and packaging food.

78. Upon information and belief, Defendants have not kept accurate records of wages earned or of hours worked by Espinoza.

79. Defendants have failed to furnish Espinoza with annual wage notices, or with accurate statements of wages, hours worked, rates paid, and gross wages.

**Eudoxio Adan Iglesias**

80. Defendants have not paid Iglesias the proper overtime wages for all of the time that he was suffered or permitted to work each workweek.

81. Throughout the duration of his employment at Wanrong, Defendants have generally paid Iglesias a set weekly salary, regardless of the hours he worked.

82. Defendants have repeatedly suffered or permitted Iglesias to work over 40 hours per week, up to a maximum of approximately 63 hours per week, without paying him premium overtime pay.

83. Iglesias' primary duties at Wanrong are non-exempt duties, including: preparing shipments, loading and unloading shipments, and packaging food.

84. Upon information and belief, Defendants have not kept accurate records of wages earned or of hours worked by Iglesias.

85. Defendants have failed to furnish Iglesias with annual wage notices, or with accurate statements of wages, hours worked, rates paid, and gross wages.

**FIRST CAUSE OF ACTION**  
**Fair Labor Standards Act – Overtime Wages**

86. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

87. Defendants have engaged in a widespread pattern, policy, and practice of violating the FLSA, as detailed in this Class Action Complaint.

88. At all times relevant, Plaintiffs and the members of the FLSA Collective were employed by an entity engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*, and/or they were engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*

89. At all times relevant, Plaintiffs and the members of the FLSA Collective were or have been employees within the meaning of 29 U.S.C. §§ 201 *et seq.*

90. At all times relevant, Defendants have been employers of Plaintiffs and the members of the FLSA Collective, engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*

91. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendants and protect Plaintiffs and the members of the FLSA Collective.

92. Defendants have failed to pay Plaintiffs and the members of the FLSA Collective the premium overtime wages to which they are entitled under the FLSA for all of the hours they worked in excess of 40 in a workweek.

93. Defendants' unlawful conduct, as described in this Class Action Complaint, has been willful and intentional. Defendants were aware or should have been aware that the practices described in this Class Action Complaint were unlawful. Defendants have not made a good faith effort to comply with the FLSA with respect to the compensation of Plaintiffs and the members of the FLSA Collective.

94. Because Defendants' violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. §§ 201 *et seq.*

95. As a result of Defendants' willful violations of the FLSA, Plaintiffs and the members of the FLSA Collective have been deprived of overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

**SECOND CAUSE OF ACTION**  
**New York Labor Law – Overtime Wages**

96. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

97. Defendants have engaged in a widespread pattern, policy, and practice of violating the NYLL, as detailed in this Class Action Complaint.

98. At all times relevant, Plaintiffs and the members of the Rule 23 Class have been employees of Defendants, and Defendants have been employers of Plaintiffs and the members of the Rule 23 Class within the meaning of the NYLL §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

99. The overtime provisions of Article 19 of the NYLL and the supporting New York State Department of Labor Regulations apply to Defendants, and protect Plaintiffs and the members of the Rule 23 Class.

100. Defendants have failed to pay Plaintiffs and the members of the Rule 23 Class the proper overtime wages to which they are entitled under the NYLL and the supporting New York State Department of Labor Regulations.

101. Defendants have failed to keep, make, preserve, maintain, and furnish accurate records of time worked by Plaintiffs and the members of the Rule 23 Class.

102. Defendants' violations of the NYLL, as described in this Class Action Complaint, have been willful and intentional.

103. Due to Defendants' willful violations of the NYLL, Plaintiffs and the members of the Rule 23 Class are entitled to recover from Defendants their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs of the action, and pre-judgment and post-judgment interest.

### **THIRD CAUSE OF ACTION**

#### **New York Labor Law – Notice and Recordkeeping Violations**

104. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

105. Defendants have willfully failed to supply Plaintiffs and the members of the Rule 23 Class with notices as required by NYLL, Article 6, § 195, in English or in the language identified by Plaintiffs and the members of the Rule 23 Class as their primary language, containing Plaintiffs' and the members of the Rule 23 Class' rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the regular pay day designated by the employer in accordance with NYLL, Article 6, § 191; 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; the telephone number of

the employer; plus such other information as the commissioner deems material and necessary.

106. Defendants have willfully failed to supply Plaintiffs and the members of the Rule 23 Class with accurate statements of wages as required by NYLL, Article 6, § 195, 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; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

107. Through their knowing or intentional failure to provide Plaintiffs and the members of the Rule 23 Class with the notices and statements required by the NYLL, Defendants have willfully violated NYLL, Article 6, §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.

108. Due to Defendants' violations of NYLL § 195, Plaintiffs and the members of the Rule 23 Class are entitled to statutory penalties of fifty dollars for each workweek that Defendants failed to provide Plaintiffs and the members of the Rule 23 Class with a wage notice, or a total of twenty-five hundred dollars, and statutory penalties of one hundred dollars for each workweek that Defendants failed to provide Plaintiffs and the members of the Rule 23 Class with accurate wage statements, or a total of twenty-five hundred dollars, reasonable attorneys' fees, costs, and injunctive and declaratory relief, as provided for by NYLL, Article 6, § 198.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, individually and on behalf of all other similarly situated persons, respectfully request that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to all persons who are presently, or have at any time during the six years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, been employed by Defendants at Wanrong as non-exempt employees. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid overtime wages and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor Regulations;

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

D. Designation of Plaintiffs as representatives of the Rule 23 Class and counsel of record as Class Counsel;

E. Issuance of a declaratory judgment that the practices complained of in this Class Action Complaint are unlawful under NYLL, Article 6, §§ 190 *et seq.*, NYLL, Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations;

F. Unpaid overtime wages and liquidated damages permitted by law pursuant to the NYLL;



G. Statutory penalties of fifty dollars for each workweek that Defendants failed to provide Plaintiffs and the members of the Rule 23 Class with a wage notice, or a total of twenty-five hundred dollars, as provided for by NYLL, Article 6 § 198;

H. Statutory penalties of one hundred dollars for each workweek that Defendants failed to provide Plaintiffs and the members of the Rule 23 Class with accurate wage statements, or a total of twenty-five hundred dollars, as provided for by NYLL, Article 6 § 198.

I. Pre-judgment interest and post-judgment interest;

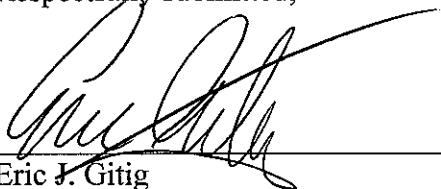
J. An injunction requiring Defendants to pay all statutorily required wages pursuant to the NYLL;

K. Reasonable attorneys' fees and costs of the action; and

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

Dated: New York, New York  
April 1, 2013

Respectfully submitted,



Eric J. Gitig

**FITAPELLI & SCHAFFER, LLP**

Joseph A. Fitapelli

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New York, New York 10016

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*Attorneys for Plaintiffs and  
the Putative Class*

**FORMULARIO DE CONSENTIMIENTO DE UNIÓN**

1. Doy mi consentimiento para ser parte demandante en una demanda contra Wanrog Trading Corp. y / o entidades e individuos relacionados con el fin de obtener reparación por violaciones de la Fair Labor Standards Act, (*Ley de las Normas Laborales Justas*) de conformidad con 29 USC § 216 (b).

2. Al firmar y devolver este formulario de consentimiento, yo designo Fitapelli & Schaffer, LLP ("La Firma") para representarme y hacer decisiones en mi defensa acerca del caso y cualquier acuerdo extrajudicial. Entiendo que costos razonables hechos en mi defensa serán deducido de cualquier acuerdo extrajudicial o juicio será prorrateado entre todos los otros demandantes. Entiendo que la firma peticionara con la Corte para conseguir los costos de abogado de cualquier acuerdo extrajudicial o juicio en la suma que será el mayor de lo siguiente: (1) la suma "lodestar", que es calculada por multiplicar una tarifa por hora razonable por los números de horas dedicado a la demanda, o (2) 1/3 del total bruto del acuerdo judicial o juicio. Estoy de acuerdo de ser vinculado a cualquier proceso legal de este asunto por la Corte, sea favorable o desfavorable.



\_\_\_\_\_  
Firma (Signature)



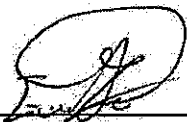
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Nombre legal completo (Imprenta) (Full Legal Name (Print))



**FORMULARIO DE CONSENTIMIENTO DE UNIÓN**

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Firma (Signature)

Zulexia Adan Iglesias

Nombre legal completo (Imprenta) (Full Legal Name (Print))

