

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

**DESTENY ALEXANDER and DAMARIS
MAYORGA, individually and on behalf of all
others similarly situated,**

Plaintiff,

-against-

**MHF MGMT II LLC, MHF MGMT LLC,
MHF SURF LLC, MHF RALPH LLC, MHF 86
LLC, MHF 79 LLC, MHF 5TH AVE LLC,
MHF PITKIN LLC, MHF MONTICELLO
LLC, MHF CHESTER LLC, MHF NEW
WINDSOR LLC, MHF CATSKILL LLC, MHF
ELLENVILLE LLC, ASHISH PARIKH,
AMISH PARIKH, SACHIN SHAH, and
SHASHIN PARIKH,**

Defendants.

No. 25 Civ. 3161

**CLASS ACTION
COMPLAINT**

Desteny Alexander and Damaris Mayorga (“Plaintiffs”), individually and on behalf of all others similarly situated, as class representatives, upon personal knowledge as to themselves, and upon information and belief as to other matters, allege as follows:

NATURE OF THE ACTION

1. This action arises out of MHF Mgmt II LLC¹, MHF Mgmt LLC, MHF Surf LLC, MHF Ralph LLC, MHF 86 LLC, MHF 79 LLC, MHF 5th Ave LLC, MHF Pitkin LLC, MHF Monticello LLC, MHF Chester LLC, MHF New Windsor LLC, MHF Catskill LLC, and MHF Ellenville LLC (“collectively, the “Corporate Defendants”), Ashish Parikh, Amish Parikh, Sachin Shah, and Shashin Parikh (the “Individual Defendants”) (together with the Corporate Defendants,

¹ MHF Mgmt II LLC operates 13 Taco Bell locations in New York City and 11 others in New York State, for a total of 24 Taco Bell locations in New York.

“Defendants”) failure to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), the New York Labor Law, Article 6, §§ 190 *et seq.* (“NYLL”), and the New York City Fair Workweek Law, Title 20, Chapter 12 of the New York City Administrative Code (“Fair Workweek Law”).

2. This lawsuit seeks to recover damages for Plaintiffs and similarly situated non-exempt hourly fast food positions (collectively, “Fast Food Workers”) who work or have worked for Defendants in New York.

3. Defendants failed to pay Plaintiffs and Fast Food Workers minimum wages, agreed upon wages, and overtime wages. In this regard, at times, Plaintiffs and Fast Food Workers were unable to take meal breaks due to the volume of in-store work. Despite this, Defendants would apply an automatic 30-minute meal break to Plaintiffs’ and Fast Food Workers’ shifts, resulting in time shaved from their hours worked.

4. Defendants also failed to pay Plaintiffs and Fast Food Workers for uniform maintenance pay, spread-of-hours pay and call-in pay.

5. Defendants failed to provide Plaintiffs and similarly situated Fast Food Workers with an accurate statement of wages pursuant to NYLL § 195(3), as the paystubs provided failed to notate Plaintiffs’ and similarly situated Fast Food Workers’ correct number of hours they worked and pay they should have received.

6. Plaintiffs relied on their paystubs to ensure that Defendants paid them correctly and for all hours worked.

7. Due to Defendants’ failure to provide the correct number of hours worked and pay they should have received on the wage statements provided to Plaintiffs and similarly situated Fast Food Workers, Plaintiffs and similarly situated Fast Food Workers were misinformed about the

correct number of hours worked, and thus the correct amount of wages they were entitled to receive.

8. Defendants' incorrect wage statements allowed Defendants to continue their unlawful wage and hour scheme without Plaintiffs' or similarly situated Fast Food Workers' awareness that they were being underpaid.

9. Upon information and belief, Defendants similarly failed to provide Plaintiffs and all other similarly situated Fast Food Workers with any time of hire notices pursuant to NYLL § 195(1).

10. Fast Food Workers rely on their wage notices to ensure that employers have paid them the correctly for the hours they worked.

11. Due to Defendants' failure to provide Plaintiffs and Fast Food Workers' with notices reflecting their rates of pay, Plaintiffs and Fast Food Workers were un-informed about the correct wages they were supposed earned, and thus they were deprived of the information necessary for reviewing their wages, which was a direct cause for their economic injury, and in fact, resulted in their wages being underpaid.

12. Defendants' failure to provide any wage notices allowed Defendants to continue their unlawful wage and hour scheme without Plaintiffs' and Fast Food Workers' awareness that they were being underpaid.

13. Had Plaintiffs and Fast Food Workers been able to see that they were not being lawfully paid via their wage notices and wage statements, they would have been able to avoid underpayment of their wages. *See Guthrie v. Rainbow Fencing LLC*, 113 F.4th 300, 308 (2d Cir. 2024) (plaintiff establishes concrete harm if plaintiff can show she "would have avoided some actual harm or obtained some actual benefit if accurate [statements] had been provided"); *see also*

Van Duser v. Tozzler Ltd., No. 23 Civ. 9329 (AS), 2024 WL 4635495, at *5 (S.D.N.Y. Oct. 31, 2024).

14. Plaintiffs' inability to crosscheck their wage notices and wage statements constitutes concrete harm.

15. Accordingly, Plaintiffs and Fast Food Workers are entitled to statutory penalties of fifty dollars for each workday that Defendants failed to provide accurate wage statements, up to a total of five thousand dollars each pursuant to NYLL § 195(1).

16. Furthermore, Plaintiffs and Fast Food Workers are entitled to statutory penalties of two hundred fifty dollars for each workday that Defendants failed to provide accurate wage statements, up to a total of five thousand dollars each pursuant to NYLL § 195(3).

17. This lawsuit also seeks to recover unpaid schedule change premiums and other damages for Plaintiffs and Fast Food Workers who work or have worked for Defendants in New York City.

18. New York City passed the Fair Workweek Law to require fast food employers to provide their employees with predictable schedules with advance notice, sufficient time between shifts, and pathways to full-time employment.

19. Defendants have violated the Fair Workweek Law by failing to provide predictable schedules with at least 14-days' notice, changing employees' schedules at the last minute, requiring employees to work clopenings without written consent and without paying the premium and by terminating employees without providing proper notice. *See* N.Y.C. Admin. Code §§ 20-1221-22, 20-1231; 20-1241.

20. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Fast Food Workers pursuant who elect to opt-in to this action pursuant to the FLSA,

29 U.S.C. §§ 201 *et seq.*, 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.

21. Plaintiffs also bring this action on behalf of themselves and all other similarly situated Fast Food Workers in New York pursuant to Federal Rule of Civil Procedure 23 (“Rule 23”) to remedy violations of the NYLL.

22. Plaintiffs also bring this action on behalf of themselves and all other similarly situated Fast Food Workers in New York City pursuant to Rule 23 to remedy violations of the Fair Workweek Law.

THE PARTIES

Plaintiffs

Desteny Alexander

23. Desteny Alexander (“Alexander”) is an adult individual who is a resident of the State of New York.

24. Alexander was employed by Defendants as a fast food worker from in or around September 2023 until February 3, 2024 in Queens, New York.

25. Alexander is a covered employee within the meaning of the FLSA, the NYLL, and the Fair Workweek Law.

26. A written consent form for Alexander is being filed with this Class Action Complaint.

Damaris Mayorga

27. Damaris Mayorga (“Mayorga”) is an adult individual who is a resident of the State of New York.

28. Mayorga was employed by Defendants as a fast food worker from in or around May

2022 until June 7, 2024 in Queens, New York.

29. Mayorga is a covered employee within the meaning of the FLSA, the NYLL, and the Fair Workweek Law.

Defendants

30. Defendants have employed and/or jointly employed Plaintiffs and similarly situated employees at all times relevant.

31. Each Defendant has had a substantial control over Plaintiffs' and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

32. Defendants are part of a single integrated enterprise that has jointly employed Plaintiffs and similarly situated employees at all times relevant.

33. During all relevant times, Defendants' operations have been interrelated and unified.

34. During all relevant times, Defendants have shared a common upper management and have been centrally controlled and or owned by the Individual Defendants.

35. During all relevant times, Defendants have centrally controlled the labor relations at the Taco Bell fast food restaurants owned by Defendants.

MHF Mgmt II LLC

36. MHF Mgmt II LLC is a foreign business corporation organized and existing under the laws of New Jersey.

37. MHF Mgmt II LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

38. Taco Bell's Franchise Disclosure Document filed March 26, 2025 identifies MHF Mgmt II LLC as the operator of the location Plaintiff Alexander worked at.

39. MHF Mgmt II LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

40. MHF Mgmt II LLC is a “fast food establishment” under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

41. MHF Mgmt II LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

42. MHF Mgmt II LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

43. MHF Mgmt II LLCLLC has had an annual gross volume of sales in excess of \$500,000.

44. At all times relevant, MHF Mgmt II LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

45. In this regard, employees for MHF Mgmt II LLCLLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.²

² See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

MHF Mgmt LLC

46. MHF Mgmt LLC is a foreign business corporation organized and existing under the laws of New Jersey.

47. MHF Mgmt LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

48. MHF Mgmt LLC is named as a "Principal" on the active New York State Liquor License for Defendant's Taco Bell location at 1047 Surf Ave, Brooklyn, New York 11224.

49. MHF Mgmt LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

50. MHF Mgmt LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

51. MHF Mgmt LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

52. MHF Mgmt LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

53. MHF Mgmt LLC has had an annual gross volume of sales in excess of \$500,000.

54. At all times relevant, MHF Mgmt LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate

commerce.

55. In this regard, employees for MHF Mgmt LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.³

MHF Surf LLC

56. MHF Surf LLC is a domestic business corporation organized and existing under the laws of New York.

57. MHF Surf LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

58. MHF Surf LLC is listed as the "Premise Name," on the active New York State Liquor License for the premises doing business as "Taco Bell" located at 1047 Surf Ave, Brooklyn, New York 11224.

59. MHF Surf LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

60. MHF Surf LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

61. MHF Surf LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied

³ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

to them.

62. MHF Surf LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

63. MHF Surf LLC has had an annual gross volume of sales in excess of \$500,000.

64. At all times relevant, MHF Surf LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

65. In this regard, employees for MHF Surf LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.⁴

MHF Ralph LLC

66. MHF Ralph LLC is a domestic business corporation organized and existing under the laws of New York.

67. MHF Ralph LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

68. MHF Ralph LLC was and is a covered employer within the meaning of the NYLL, the FLSA, the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

69. MHF Ralph LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C.

⁴ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

Admin. Code § 20-1201.

70. MHF Ralph LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

71. MHF Ralph LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

72. MHF Ralph LLC has had an annual gross volume of sales in excess of \$500,000.

73. At all times relevant, MHF Ralph LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

74. In this regard, employees for MHF Ralph LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.⁵

MHF 86 LLC

75. MHF 86 LLC is a domestic business corporation organized and existing under the laws of New York.

76. MHF 86 LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

77. MHF 86 LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly

⁵ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

situated employees.

78. MHF 86 LLC is a “fast food establishment” under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

79. MHF 86 LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

80. MHF 86 LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

81. MHF 86 LLC has had an annual gross volume of sales in excess of \$500,000.

82. At all times relevant, MHF 86 LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

83. In this regard, employees for MHF 86 LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.⁶

MHF 79 LLC

84. MHF 79 LLC is a domestic business corporation organized and existing under the laws of New York.

85. MHF 79 LLC’s principal executive office is located at 301 Rt. 17, Suite 802, East

⁶ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

Rutherford, New Jersey 07070.

86. MHF 79 LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

87. MHF 79 LLC is a “fast food establishment” under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

88. MHF 79 LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

89. MHF 79 LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

90. MHF 79 LLC has had an annual gross volume of sales in excess of \$500,000.

91. At all times relevant, MHF 79 LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

92. In this regard, employees for MHF 79 LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.⁷

MHF 5th Ave LLC

⁷ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

93. MHF 5th Ave LLC is a domestic business corporation organized and existing under the laws of New York.

94. MHF 5th Ave LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

95. MHF 5th Ave LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

96. MHF 5th Ave LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

97. MHF 5th Ave LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

98. MHF 5th Ave LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

99. MHF 5th Ave LLC has had an annual gross volume of sales in excess of \$500,000.

100. At all times relevant, MHF 5th Ave LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

101. In this regard, employees for MHF 5th Ave LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from

Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.⁸

MHF Pitkin LLC

102. MHF Pitkin LLC is a domestic business corporation organized and existing under the laws of New York.

103. MHF Pitkin LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

104. MHF Pitkin LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

105. MHF Pitkin LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

106. MHF Pitkin LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

107. MHF Pitkin LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

108. MHF Pitkin LLC has had an annual gross volume of sales in excess of \$500,000.

109. At all times relevant, MHF Pitkin LLC has employed more than two employees

⁸ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

110. In this regard, employees for MHF Pitkin LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.⁹

MHF Monticello LLC

111. MHF Monticello LLC is a domestic business corporation organized and existing under the laws of New York.

112. MHF Monticello LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

113. MHF Monticello LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

114. MHF Monticello LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

115. MHF Monticello LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

116. MHF Monticello LLC applies the same employment policies, practices, and

⁹ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

117. MHF Monticello LLC has had an annual gross volume of sales in excess of \$500,000.

118. At all times relevant, MHF Monticello LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

119. In this regard, employees for MHF Monticello LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.¹⁰

MHF Chester LLC

120. MHF Chester LLC is a domestic business corporation organized and existing under the laws of New York.

121. MHF Chester LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

122. MHF Chester LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

123. MHF Chester LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C.

¹⁰ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

Admin. Code § 20-1201.

124. MHF Chester LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

125. MHF Chester LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

126. MHF Chester LLC has had an annual gross volume of sales in excess of \$500,000.

127. At all times relevant, MHF Chester LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

128. In this regard, employees for MHF Chester LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.¹¹

MHF New Windsor LLC

129. MHF New Windsor LLC is a domestic business corporation organized and existing under the laws of New York.

130. MHF New Windsor LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

131. MHF New Windsor LLC was and is a covered employer within the meaning of the NYLL, the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and

¹¹ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

similarly situated employees.

132. MHF New Windsor LLC is a “fast food establishment” under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

133. MHF New Windsor LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

134. MHF New Windsor LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

135. MHF New Windsor LLC has had an annual gross volume of sales in excess of \$500,000.

136. At all times relevant, MHF New Windsor LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

137. In this regard, employees for MHF New Windsor LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.¹²

MHF Catskill LLC

138. MHF Catskill LLC is a domestic business corporation organized and existing under

¹² See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

the laws of New York.

139. MHF Catskill LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

140. MHF Catskill LLC was and is a covered employer within the meaning of the NYLL, and the FLSA, Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

141. MHF Catskill LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

142. MHF Catskill LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

143. MHF Catskill LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

144. MHF Catskill LLC has had an annual gross volume of sales in excess of \$500,000.

145. At all times relevant, MHF Catskill LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

146. In this regard, employees for MHF Catskill LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning

products, and other supplies produced outside the State of New York.¹³

MHF Ellenville LLC

147. MHF Ellenville LLC is a domestic business corporation organized and existing under the laws of New York.

148. MHF Ellenville LLC's principal executive office is located at 301 Rt. 17, Suite 802, East Rutherford, New Jersey 07070.

149. MHF Ellenville LLC was and is a covered employer within the meaning of the NYLL, and the FLSA, and the Fair Workweek Law, and at all times relevant, employed Plaintiffs and similarly situated employees.

150. MHF Ellenville LLC is a "fast food establishment" under the Fair Workweek Law because it is a limited-service establishment that is part of a chain with 30 or more establishments nationally, where patrons order or select food and drink items and pay before eating. N.Y.C. Admin. Code § 20-1201.

151. MHF Ellenville LLC has maintained control, oversight, and direction over Plaintiffs and Fast Food Workers, including timekeeping, payroll, and other employment practices that applied to them.

152. MHF Ellenville LLC applies the same employment policies, practices, and procedures to all Fast Food Workers in its operation, including policies, practices, and procedures with respect to scheduling.

153. MHF Ellenville LLC has had an annual gross volume of sales in excess of \$500,000.

154. At all times relevant, MHF Ellenville LLC has employed more than two employees

¹³ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

155. In this regard, employees for MHF Ellenville LLC regularly handled goods in interstate commerce, including, but not limited to, Pepsi-Cola products, food ingredients from Tyson Foods, Taylor Farms, Haas and Misson, among other suppliers, paper towels, cleaning products, and other supplies produced outside the State of New York.¹⁴

Ashish Parikh

156. Ashish Parikh is a resident of the State of New Jersey.

157. At all relevant times, Ashish Parikh has been the owner and operator of the Corporate Defendants.

158. The Division of Corporations filing with the New York State Department of State identifies Ashish Parikh as person authorized to accept personal service on behalf of MHF Mgmt II LLC, MHF Surf LLC, MHF Ralph LLC, MHF 86 LLC, MHF 79 LLC, MHF 5th Ave LLC, MHF Pitkin LLC, MHF Monticello LLC, MHF Chester LLC, MHF New Windsor LLC, MHF Catskill LLC, and MHF Ellenville LLC.

159. The Division of Revenue and Enterprise Services filing with the New Jersey Department of Treasury identifies Ashish Parikh as a “Member/Manager” of MHF Mgmt II LLC.

160. A Division of Revenue and Enterprise Services filing with the New Jersey Department of Treasury signed by Ashish Parikh dated May 21, 2019, attests that he is “authorized to sign” the Certificate of Amendment of Formation on behalf of MHF Mgmt, LLC.

161. Ashish Parikh is listed as a “Principal,” on the active New York State Liquor License for the premises doing business as “Taco Bell” located at 1047 Surf Ave, Brooklyn, New

¹⁴ See Taco Bell, Ingredients, <https://www.tacobell.com/faqs/nutrition/ingredients>.

York 11224.

162. At all relevant times, Ashish Parikh has had power over personnel decisions at Defendants' Taco Bell locations, including the power to hire and fire employees, set their wages, and otherwise control the terms and conditions of their employment.

163. At all relevant times, Ashish Parikh has had power over payroll decisions at Defendants' Taco Bell locations, including the power to retain time and/or wage records.

164. At all relevant times, Ashish Parikh has been actively involved in managing the day-to-day operations of Defendants' Taco Bell locations.

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

166. At all relevant times, Ashish Parikh has had the power to transfer the assets and/or liabilities of the Corporate Defendants.

167. At all relevant times, Ashish Parikh has had the power to declare bankruptcy on behalf of the Corporate Defendants.

168. At all relevant times, Ashish Parikh has had the power to enter into contracts on behalf of the Corporate Defendants.

169. At all relevant times, Ashish Parikh has had the power to close, shut down, and/or sell Defendant's Taco Bell locations.

170. Ashish Parikh is a covered employer within the meaning of the FLSA, the NYLL, and the Fair Workweek Law, and at all relevant times, has employed and/or jointly employed Plaintiffs and similarly situated employees.

Amish Parikh

171. Amish Parikh is a resident of the State of New Jersey.

172. At all relevant times, Amish Parikh has been the owner and operator of the Corporate Defendants.

173. The Division of Revenue and Enterprise Services filing with the New Jersey Department of Treasury identifies Amish Parikh as a “Member/Manager” of MHF Mgmt II LLC.

174. Amish Parikh is listed as a “Principal,” on the active New York State Liquor License for the premises doing business as “Taco Bell” located at 1047 Surf Ave, Brooklyn, New York 11224.

175. At all relevant times, Amish Parikh has had power over personnel decisions at Defendants’ Taco Bell locations, including the power to hire and fire employees, set their wages, and otherwise control the terms and conditions of their employment.

176. At all relevant times, Amish Parikh has had power over payroll decisions at Defendants’ Taco Bell locations, including the power to retain time and/or wage records.

177. At all relevant times, Amish Parikh has been actively involved in managing the day-to-day operations of Defendants’ Taco Bell locations.

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

179. At all relevant times, Amish Parikh has had the power to transfer the assets and/or liabilities of the Corporate Defendants.

180. At all relevant times, Amish Parikh has had the power to declare bankruptcy on behalf of the Corporate Defendants.

181. At all relevant times, Amish Parikh has had the power to enter into contracts on behalf of the Corporate Defendants.

182. At all relevant times, Amish Parikh has had the power to close, shut down, and/or

sell Defendant's Taco Bell locations.

183. Amish Parikh is a covered employer within the meaning of the FLSA, the NYLL, and the Fair Workweek Law, and at all relevant times, has employed and/or jointly employed Plaintiffs and similarly situated employees.

Sachin Shah

184. Sachin Shah is a resident of the State of New Jersey.

185. At all relevant times, Sachin Shah has been the owner and operator of the Corporate Defendants.

186. The Division of Revenue and Enterprise Services filing with the New Jersey Department of Treasury identifies Sachin Shah as a "Member/Manager" of MHF Mgmt II LLC.

187. Sachin Shah is listed as a "Principal," on the active New York State Liquor License for the premises doing business as "Taco Bell" located at 1047 Surf Ave, Brooklyn, New York 11224.

188. At all relevant times, Sachin Shah has had power over personnel decisions at Defendants' Taco Bell locations, including the power to hire and fire employees, set their wages, and otherwise control the terms and conditions of their employment.

189. At all relevant times, Sachin Shah has had power over payroll decisions at Defendants' Taco Bell locations, including the power to retain time and/or wage records.

190. At all relevant times, Sachin Shah has been actively involved in managing the day-to-day operations of Defendants' Taco Bell locations.

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

192. At all relevant times, Sachin Shah has had the power to transfer the assets and/or

liabilities of the Corporate Defendants.

193. At all relevant times, Sachin Shah has had the power to declare bankruptcy on behalf of the Corporate Defendants.

194. At all relevant times, Sachin Shah has had the power to enter into contracts on behalf of the Corporate Defendants. In this regard, Sachin Shah signed a lease assumption on behalf of MHF Mgmt II LLC in 2021.

195. At all relevant times, Sachin Shah has had the power to close, shut down, and/or sell Defendant's Taco Bell locations.

196. Sachin Shah is a covered employer within the meaning of the FLSA, the NYLL, and the Fair Workweek Law, and at all relevant times, has employed and/or jointly employed Plaintiffs and similarly situated employees.

Shashin Parikh

197. Shashin Parikh is a resident of the State of New Jersey.

198. At all relevant times, Shashin Parikh has been the owner and operator of the Corporate Defendants.

199. The Division of Revenue and Enterprise Services filing with the New Jersey Department of Treasury identifies Shashin Parikh as a "Member/Manager" of MHF Mgmt II LLC.

200. Shashin Parikh is listed as a "Principal," on the active New York State Liquor License for the premises doing business as "Taco Bell" located at 1047 Surf Ave, Brooklyn, New York 11224.

201. At all relevant times, Shashin Parikh has had power over personnel decisions at Defendants' Taco Bell locations, including the power to hire and fire employees, set their wages, and otherwise control the terms and conditions of their employment.

202. At all relevant times, Shashin Parikh has had power over payroll decisions at Defendants' Taco Bell locations, including the power to retain time and/or wage records.

203. At all relevant times, Shashin Parikh has been actively involved in managing the day-to-day operations of Defendants' Taco Bell locations.

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

205. At all relevant times, Shashin Parikh has had the power to transfer the assets and/or liabilities of the Corporate Defendants.

206. At all relevant times, Shashin Parikh has had the power to declare bankruptcy on behalf of the Corporate Defendants.

207. At all relevant times, Shashin Parikh has had the power to enter into contracts on behalf of the Corporate Defendants.

208. At all relevant times, Shashin Parikh has had the power to close, shut down, and/or sell Defendant's Taco Bell locations.

209. Shashin Parikh is a covered employer within the meaning of the FLSA, the NYLL, and the Fair Workweek Law, and at all relevant times, has employed and/or jointly employed Plaintiffs and similarly situated employees.

JURISDICTION AND VENUE

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

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

212. This Court also has original jurisdiction pursuant to the Class Action Fairness Act

of 2005 (“CAFA”), codified at 28 U.S.C. § 1332(d), because the amount in controversy against the Defendants in this matter exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and Plaintiffs and the members of the proposed class are citizens of states different from that of Defendants.

213. There are over 100 members in the proposed class.

214. Defendants are subject to personal jurisdiction in New York.

215. 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, and Defendants conduct business in this District.

COLLECTIVE ACTION ALLEGATIONS

216. Plaintiffs bring the First and Second Causes of Action, FLSA claims, on behalf of themselves and all similarly-situated persons who work or have worked as Fast Food Workers for Defendants who elect to opt-in to this action (the “FLSA Collective”).

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

218. Consistent with Defendants’ policies and patterns or practices, Plaintiffs and the FLSA Collective were not paid the proper premium overtime compensation of 1.5 times their regular rates of pay for all hours worked beyond 40 per workweek.

219. 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.

220. As part of their 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, willfully failing to pay their employees, including Plaintiffs and the FLSA Collective, any overtime wages for all hours worked in excess of 40 hours per workweek.

NEW YORK CLASS ACTION ALLEGATIONS

221. Plaintiffs bring the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action, New York Labor Law 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 Fast Food Workers for MHF Mgmt II LLC, MHF Mgmt LLC, MHF Surf LLC, MHF Ralph LLC, MHF 86 LLC, MHF 79 LLC, MHF 5th Ave LLC, MHF Pitkin LLC, MHF Monticello LLC, MHF Chester LLC, MHF New Windsor LLC, MHF Catskill LLC, and MHF Ellenville LLC in New York between June 26, 2017¹⁵ and the date of final judgment in this matter (the “NYLL Class”).

222. Plaintiffs bring the Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, and Sixteenth Causes of Action, Fair Workweek 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 Fast Food Workers for MHF Mgmt II LLC, MHF Mgmt LLC, MHF Surf LLC, MHF Ralph LLC, MHF 86 LLC, MHF 79 LLC, MHF 5th Ave LLC, MHF Pitkin LLC, MHF Monticello LLC, MHF Chester LLC, MHF New Windsor LLC, MHF Catskill LLC, and MHF Ellenville LLC in New York City between June 26, 2021¹⁶ and the date of final judgment in this matter (the “FWWL Class”).

223. The members of each the NYLL Class and the FWWL Class are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

¹⁵ The June 26, 2017 date is a result of a tolling agreement previously entered into by the Parties.

¹⁶ The June 26, 2021 date is a result of a tolling agreement previously entered into by the Parties.

224. There are more than fifty members of each the NYLL Class and the FWWL Class.

225. Plaintiffs' claims are typical of those claims that could be alleged by any member of each the NYLL Class and the FWWL Class, and the relief sought is typical of the relief which would be sought by each member of each the NYLL Class and the FWWL Class in separate actions.

226. Plaintiffs and the members of each the NYLL Class and the FWWL Class have all been injured due to Defendant's common policies, practices, and patterns of conduct. Defendant's corporate-wide policies and practices affected everyone in each the NYLL Class and the FWWL Class similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the NYLL Class and the FWWL Class

227. Plaintiffs are able to fairly and adequately protect the interests of each the NYLL Class and the FWWL Class and has no interests antagonistic to either the NYLL Class and the FWWL Class.

228. Plaintiffs are represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented many plaintiffs and classes in wage and hour cases.

229. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similar persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender.

230. Common questions of law and fact exist as to the NYLL Class that predominate