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

**ROBERT CROSBY and JOHN LEWIS, on behalf of
themselves and all others similarly situated,**

Plaintiffs,

-against-

LASERSHIP, INC. and MAHMOUD, INC.,

Defendants.

**CLASS ACTION
COMPLAINT**

Robert Crosby and John Lewis (collectively, “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 lawsuit seeks to recover unpaid overtime compensation, unpaid commissions, and all applicable wages and penalties for Plaintiffs and their similarly situated co-workers – delivery persons or “walkers” (collectively, “walkers”) – who work or have worked for Lasership, Inc. and/or Mahmoud Inc. (collectively, “Defendants” and/or “Lasership”).

2. According to its website, www.lasership.com, “Lasership is a regional parcel carrier facilitating last mile delivery to east coast markets from Miami to Maine.”

3. Throughout Plaintiffs’ employment, Plaintiffs’ and other walkers’ job duties included picking up packages from Laserhip’s warehouses, delivering “on-demand” packages and/or paychecks by foot according to a pre-determined route given to them by Lasership.

4. Defendants would compensate Plaintiffs and all similarly situated walkers at the

basic minimum wage rate plus commissions earned per package delivered. However, despite having an agreed upon commission structure, Defendants failed to pay Plaintiffs' and other similarly situated walkers' their earned commissions.

5. Defendants failed to pay Plaintiffs and similarly situated walkers the proper overtime rate for all hours worked over forty in any given workweek. In that regard, Defendants did not apply commissions when determining Plaintiffs' overtime rate.

6. Plaintiffs bring this action on behalf of themselves and similarly situated current and former walkers 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).

7. Plaintiffs also bring this action on behalf of themselves and similarly situated current and former walkers in New York pursuant to Federal Rule of Civil Procedure 23 ("NY Rule 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

Plaintiffs

Robert Crosby

8. Plaintiff Robert Crosby ("Crosby") is an adult individual who resides in Brooklyn, New York at all times relevant to this lawsuit.

9. Crosby has been employed by Defendants as a walker from in or around March 2011 to the present.

10. Crosby is a covered employee within the meaning of the FLSA and the NYLL.

11. A written consent form for Crosby is being filed with this Class Action Complaint.

John Lewis

12. Plaintiff John Lewis (“Lewis”) is an adult individual who resides in Brooklyn, New York at all times relevant to this lawsuit.

13. Lewis has been employed by Defendants as a walker from in or around December 2012 to October 2015.

14. Lewis is a covered employee within the meaning of the FLSA and the NYLL.

15. A written consent form for Lewis is being filed with this Class Action Complaint.

Defendants

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

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

Lasership, Inc.

18. Lasership, Inc. has owned and/or operated Lasership during the relevant time period.

19. Lasership, Inc. is a foreign business corporation organized and existing under the laws of Delaware.

20. Lasership, Inc.’s principal executive office is currently located at 1912 Woodford Rd., Vienna, Virginia, 22182.

21. According to the deposition of Farhang Aryan conducted on August 13, 2012 in the matter of *Sanchez v. Lasership, Inc.*, No. 12 Civ. 246 (GBL), ECF No. 123-3 at 15:14-18

(E.D. Va. Mar. 6, 2012), Lasership, Inc. was formed in the year 2000. *See Exhibit (“Ex.”) A., Aryan Deposition Excerpts.* Farhang Aryan is a minority shareholder and Ali Dimaghani is the majority shareholder of Lasership, Inc.

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

23. At all times relevant, Lasership, Inc. has maintained control, oversight, and direction over Plaintiffs and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them. In that regard, Steve Provenzano, Manager of Lasership hired Plaintiff Crosby and set his wages. Moreover, Steve Provenzano also fired Plaintiff Lewis.

24. Lasership, Inc. applies the same employment policies, practices, and procedures to all walkers in its operation, including policies, practices, and procedures with respect to payment of overtime compensation and commissions.

25. Upon information and belief, at all relevant times, Lasership, Inc.’s annual gross volume of sales made or business done was not less than \$500,000.00. In that regard, Farhang Aryan previously testified that the gross annual revenue of Lasership, Inc. was approximately \$110 million in 2012. *See Ex. A.* at 21:11-22:11.

Mahmoud, Inc.

26. Mahmoud, Inc. (“Mahmoud”) has owned and/or operated Lasership during the relevant time period.

27. Mahmoud is a foreign business corporation organized and existing under the laws of Delaware.

28. Mahmoud’s principal executive office is currently located at 7927 Jones Branch

Drive/150N, McLean, NA 22162.

29. Mahmoud's chief executive officer is Farhang Aryan, 1912 Woodford Rd., Vienna, Virginia, 22182; the same CEO and corporate address of Lasership, Inc.

30. Mahmoud is the corporate entity that has appeared on Plaintiffs' paystubs.

31. Farhang Aryan previously testified that Mahmoud is a wholly owned subsidiary of Lasership, Inc. *See Ex. A.* at 12:12-14.

32. According to Farhang Aryan, Mahmoud has overlapping owners with Lasership, Inc. *Id.* at 15:22-24. In that regard, Farhang Aryan, Ali Dimaghani, and Blake Averill are shareholders of Mahmoud and Lasership. *Id.* at 12:18-13:09, 14:19-22.

33. Additionally, Mahmoud "is a company that leases walkers and bikers in the state of New York for Lasership, Inc." *Id.* at 19:21.

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

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

36. Mahmoud applies the same employment policies, practices, and procedures to all drivers in its operation, including policies, practices, and procedures with respect to payment of overtime compensation.

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

JURISDICTION AND VENUE

38. 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.

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

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

41. Venue is proper in the Southern 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. Plaintiffs' worked and executed many of their duties in the Southern District.

COLLECTIVE ACTION ALLEGATIONS

42. Plaintiffs bring the First Cause of Action, an FLSA claim, on behalf of themselves and all similarly situated persons who work or have worked as walkers at Lasership, in New York, who elect to opt-in to this action (the "FLSA Collective").

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

44. Consistent with Defendants' policy and pattern or practice, Plaintiffs and the FLSA Collective were not paid the appropriate premium overtime compensation for all hours worked beyond 40 per workweek.

45. 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.

46. 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:

- (a) willfully failing to pay its employees, including Plaintiffs and the FLSA Collective, the appropriate premium overtime wages for all hours worked in excess of 40 hours 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.

47. Defendants' unlawful conduct, as described in this Class Action Complaint, is pursuant to a corporate policy or practice of minimizing labor costs by not paying time and a half their one's regular rate of pay for all overtime hours worked.

48. Defendants are aware or should have been aware that federal law required them to pay Plaintiffs and the FLSA Collective overtime premiums for hours worked in excess of 40 hours per week.

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

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

51. There are many similarly situated current and former walkers who have been denied overtime compensation 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).

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

53. In recognition of the services Plaintiffs have rendered and will continue to render to the FLSA Collective, Plaintiffs will request payment of service awards upon resolution of this action.

CLASS ACTION ALLEGATIONS

54. Plaintiffs brings the Second, Third, Fourth, Fifth, and Sixth 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 walkers and other similarly situated employees at Lasership in New York six years prior to the filing of this lawsuit and up to the date of final judgment (the “Rule 23 Class”).

55. 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.

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

57. Upon information and belief, the size of the Rule 23 Class is at least 100 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.

58. 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.

59. 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 correctly compensated Plaintiffs and the Rule 23 Class for hours worked in excess of 40 hours per workweek;
- (c) whether Defendants failed to compensate Plaintiffs and the Rule 23 Class with their earned commissions in accordance with the agreed upon terms of their employment;
- (d) whether Defendants made unlawful deductions from the wages of Plaintiffs and the Rule 23 Class, including, but not limited to, deductions for weekly and monthly metro cards, in violation of the NYLL;
- (e) 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;
- (f) whether Defendants failed to furnish Plaintiffs and the Rule 23 Class with annual wage notices, as required by the NYLL;
- (g) whether Defendants failed to furnish Plaintiffs and the Rule 23 Class with accurate statements of wages, hours worked, rates paid, and gross wages, as required by the NYLL;
- (h) whether Defendants' policy of failing to pay workers was instituted willfully or with reckless disregard of the law; and
- (i) the nature and extent of class-wide injury and the measure of damages for those injuries.

60. Plaintiffs' claims are typical of the claims of the Rule 23 Class they seek to represent. Plaintiffs and all of the Rule 23 Class members work, or have worked, for Defendants as walkers at Lasership in New York. Plaintiffs and the Rule 23 Class members enjoy the same statutory rights under the NYLL, including to be properly compensated for all hours worked. 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 uncompensated or under-compensated due to Defendants' common policies, practices, and patterns of conduct.

61. 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 a 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.

62. In recognition of the services Plaintiffs have rendered and will continue to render to the Rule 23 Class, Plaintiffs will request payment of service awards upon resolution of this action.

63. 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.

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

PLAINTIFFS' FACTUAL ALLEGATIONS

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

Robert Crosby

66. Defendants did not pay Crosby the proper overtime wages pay for all of the time that he was suffered or permitted to work each workweek.

67. Defendants withheld from Crosby commissions he earned from delivering packages for Defendants, where Defendants had agreed to pay these commissions to Crosby, and where such commissions were due to Crosby in accordance with the agreed terms of his employment. The commission was considered earned when Crosby made the delivery of that respective package.

68. Throughout his employment, Crosby was paid the applicable minimum wage rate for hours worked up to forty each workweek.

69. During his employment, Crosby generally worked the following scheduled hours unless he missed time for vacation, sick days, or holidays:

- (a) From in or around March 2011 to April 2014: five to six days per week, Mondays from approximately 9:00 a.m. to 8:00 p.m., Tuesday through Friday from approximately 7:00 a.m. to 4:00 p.m. During this time period he would also work Saturdays and Sundays from approximately 7:00 a.m. to 4:00 p.m. (averaging approximately 50 hours per week).

70. Throughout his employment, Crosby received weekly paychecks from Defendants that did not properly record or compensate him for all the hours that he worked.

71. Defendants “shaved” time from the total number of hours Crosby worked and recorded in his time records. In that regard, for each day worked, Defendants “shaved” 30 minutes from Crosby’s time records for lunch breaks supposedly taken. However, Crosby rarely took a lunch break; he would eat while he continued to perform work for Defendants.

72. Defendants required Crosby to perform work off-the-clock without compensation. For instance, Defendants maintained a policy and/or practice of requiring Crosby to arrive 5 to 10 minutes before each shift to get his route and sort packages; he was not clocked in during this time and thus was not compensated.

73. Defendants further required Crosby to perform work off-the-clock without compensation by requiring him to wait approximately two to three hours at the warehouse for the next shipment of packages to come without being clocked in. During this time period, Crosby was not allowed to leave the warehouse.

74. Defendants suffered or permitted Crosby to work more than forty hours per week, including week during which he was not properly paid at all for some of her time.

75. Even when Defendants paid Crosby overtime premiums for some of his hours worked in excess of 40 per workweek, the premiums did not factor in the commissions earned into the regular hourly rate. As such, Crosby was only paid an overtime premium of 1.5 times the minimum wage rate.

76. Defendants required Crosby to purchase weekly and/or monthly metro cards which he was not reimbursed for the costs.

77. Defendants did not keep accurate records of wages earned or of hours worked by Crosby.

78. Defendants failed to furnish Crosby with annual wage notices, as required by the NYLL.

79. Defendants failed to furnish Crosby with accurate statements of wages, hours worked, rates paid, commissions earned, and gross wages.

John Lewis

80. Defendants did not pay Lewis the proper overtime wages for all of the time that he was suffered or permitted to work each workweek.

81. Defendants withheld from Lewis commissions he earned from delivering packages for Defendants, where Defendants had agreed to pay these commissions to Lewis, and where such commissions were due to Lewis in accordance with the agreed terms of his employment. The commission was considered earned when Lewis made the delivery of that respective package.

82. Throughout his employment, Lewis was paid the applicable minimum wage rate for hours worked up to forty each workweek.

83. During his employment, Lewis generally worked the following scheduled hours unless he missed time for vacation, sick days, or holidays:

- (a) From in or around December 2012 to March 2013: five to six days per week from approximately 7:30 a.m. to 4:30 p.m. (averaging approximately 46 hours per week); and
- (b) From in or around March 2013 to July 2013: five days per week from approximately 8:30 a.m. to 4:00 p.m. (during this time period Lewis would occasionally work over 40 hours per week).

84. Throughout his employment, Lewis received weekly paychecks from Defendants that did not properly record or compensate him for all the hours that he worked.

85. Defendants “shaved” time from the total number of hours Lewis worked and recorded in his time records. In that regard, for each day worked, Defendants “shaved” 30 minutes from Lewis’s time records for lunch breaks supposedly taken. However, Lewis rarely took a lunch break; he would eat while he continued to perform work for Defendants.

86. Defendants required Lewis to perform work off-the-clock without compensation. For instance, Defendants maintained a policy and/or practice of requiring Lewis to arrive 5 to 10 minutes before each shift to get his route and sort packages; he was not clocked in during this time and thus was not compensated.

87. Defendants further required Lewis to perform work off-the-clock without compensation by requiring him to wait approximately two to three hours at the warehouse for the next shipment of packages to come without being clocked in. During this time period, Lewis was not allowed to leave the warehouse.

88. Defendants suffered or permitted Lewis to work more than forty hours per week, including week during which he was not properly paid at all for some of her time.

89. Even when Defendants paid Lewis overtime premiums for some of his hours worked in excess of 40 per workweek, the premiums did not factor in the commissions earned into the regular hourly rate. As such, Lewis was only paid an overtime premium of 1.5 times the minimum wage rate.

90. Defendants required Lewis to purchase weekly and/or monthly metro cards which he was not reimbursed for the costs.

91. Defendants did not keep accurate records of wages earned or of hours worked by Lewis.

92. Defendants failed to furnish Lewis with annual wage notices, as required by the NYLL.

93. Defendants failed to furnish Lewis with accurate statements of wages, hours worked, rates paid, commissions earned, and gross wages.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiffs and the FLSA Collective)

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

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

96. Plaintiffs have consented in writing to be parties to this action, pursuant to 29 U.S.C. § 216(b).

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

98. 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.*

99. 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.*

100. 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.

101. 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 hours worked over 40 in any given workweek.

102. 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.

103. 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.*

104. As a result of Defendants' willful violations of the FLSA, Plaintiffs and the members of the FLSA Collective have suffered damages by being denied 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 – Unpaid Overtime

(Brought on behalf of Plaintiffs and the members of the Rule 23 Class)

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

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

107. 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.

108. At all times relevant, Plaintiffs and the members of the Rule 23 Class have been covered by the NYLL.

109. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendants, and protect Plaintiffs and the members of the Rule 23 Class.

110. Defendants have failed to pay Plaintiffs and the members of the Rule 23 Class the premium overtime wages to which they are entitled under the NYLL and the supporting New York State Department of Labor Regulations for all hours worked beyond 40 per workweek.

111. 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.

112. Through their knowing or intentional failure to pay Plaintiffs and the members of the Rule 23 Class overtime wages for hours worked in excess of 40 hours per workweek, Defendants have willfully violated the NYLL, Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

113. 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 interests.

THIRD CAUSE OF ACTION

**New York Labor Law Article 6 – Unpaid Commissions
(Brought on behalf of Plaintiffs and the members of the Rule 23 Class)**

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

115. Plaintiffs and the Rule 23 Class earned commission for each package they delivered. However, Defendants failed to pay Plaintiffs and the Rule 23 Class commissions earned in accordance with the agreed upon terms of their employment.

116. By Defendants' knowing or intentional failure to pay earned commissions to Plaintiffs and the Rule 23 Class, Defendants have willfully violated NYLL Article 6, § 191(1)(c).

117. Defendants also violated NYLL Article 6, § 191(1)(c) by failing to reduce to writing the agreed terms of employment between Lasership and Plaintiffs and the Rule 23 Class, and failing to furnish Plaintiffs and the Rule 23 Class with an accurate statement of earnings.

118. Due to Defendants' violations of the NYLL, Plaintiffs and the Rule 23 Class are entitled to recover from Defendants their unpaid wages, liquidated damages, as provided for by NYLL Article 6 § 198, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

FOURTH CAUSE OF ACTION

**New York Labor Law – Unlawful Deductions
(Brought on behalf of Plaintiff and the members of the Rule 23 Class)**

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

120. Defendants have made unlawful deductions from the wages of Plaintiffs and the members of the Rule 23 Class. These deductions included, but were not limited to, deductions for weekly and monthly metro cards.

121. The deductions made from the wages of Plaintiffs and the members of the Rule 23

Class were not authorized or required by law.

122. The deductions made from the wages of Plaintiffs and the members of the Rule 23 Class were not expressly authorized in writing by Plaintiffs and the members of the Rule 23 Class, and were not for the benefit of Plaintiffs and the members of the Rule 23 Class.

123. Through their knowing or intentional efforts to permit unauthorized deductions from the wages of Plaintiffs and the members of the Rule 23 Class, Defendants have willfully violated NYLL, Article 6, §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.

124. Due to Defendants' willful violations of the NYLL, Plaintiffs and the members of the Rule 23 Class are entitled to recover from Defendants the amounts of any unlawful deductions, liquidated damages as provided for by the NYLL, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

FIFTH CAUSE OF ACTION

New York Labor Law – Failure to Provide Wage Notices (Brought on behalf of Plaintiffs and the members of the Rule 23 Class)

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

126. Defendants have willfully failed to supply Plaintiffs and the members of the Rule 23 Class with wage notices, as required by NYLL, Article 6, § 195(1), 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.

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

128. Due to Defendants’ willful violations of NYLL, Article 6, § 195(1), Plaintiffs and the members of the Rule 23 Class are entitled to statutory penalties of fifty dollars each day that Defendants failed to provide Plaintiff and the members of the Rule 23 Class with wage notices, or a total of five thousand dollars each, reasonable attorneys’ fees, costs, and injunctive and declaratory relief, as provided for by NYLL, Article 6, § 198(1-b).

SIXTH CAUSE OF ACTION

**New York Labor Law – Failure to Provide Wage Statements
(Brought on behalf of Plaintiffs and the members of the Rule 23 Class)**

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

130. 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(3), 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.

131. Through their knowing or intentional failure to provide Plaintiffs and the

members of the Rule 23 Class with the accurate wage 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.

132. Due to Defendants' willful violations of NYLL, Article 6, § 195(3), Plaintiffs and the members of the Rule 23 Class are entitled to statutory penalties of two hundred fifty 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 five thousand dollars each, reasonable attorneys' fees, costs, and injunctive and declaratory relief, as provided for by NYLL, Article 6, § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of all other similarly situated persons, respectfully requests 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 walkers who are presently working or who 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, worked at Lasership. 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 pay 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. Payment of service awards to Plaintiffs, in recognition of the services they have rendered and will continue to render to the FLSA Collective and Rule 23 Class;

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

G. Unpaid overtime pay, spread-of-hours pay, commissions, unlawful deductions, and liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;

H. Statutory penalties of fifty dollars for each day that Defendants failed to provide Plaintiffs and the members of the Rule 23 Class with wage notices, or a total of five thousand dollars each, as provided for by NYLL, Article 6 § 198;

I. Statutory penalties of two hundred fifty 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 five thousand dollars each, as provided for by NYLL, Article 6 § 198;

J. Prejudgment and post-judgment interest;

K. An injunction requiring Defendants to pay all statutorily required wages and cease the unlawful activity described herein pursuant to the NYLL;

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

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

Dated: New York, New York
November 5, 2015

Respectfully submitted,

/s/ Joseph A. Fitapelli

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FAIR LABOR STANDARDS ACT CONSENT

1. I consent to be a party plaintiff in a lawsuit against LASERSHIP INC. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate FITAPELLI & SCHAFFER, LLP ("the Firm") to represent me and make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that the Firm will petition the Court for attorney's fees from any settlement or judgment in the amount of the greater of: (1) the "lodestar" amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 1/3 of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

Robert C. Crosby
Signature

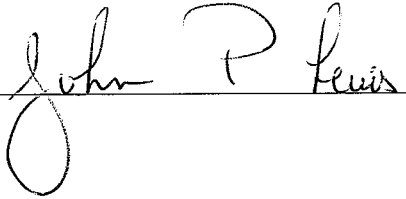
ROBERT C. CROSBY
Full Legal Name (Print)

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Signature



Full Legal Name (Print)

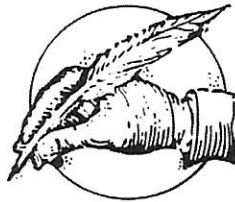
John P Lewis

In The Matter Of:

*Milton Manuel Sanchez, et al. v.
Lasership, Inc.*

*Farhang Aryan
August 13, 2012*

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1 IN THE UNITED STATES DISTRICT COURT
 2 FOR THE EASTERN DISTRICT OF VIRGINIA
 3 (Alexandria Division)
 4
 5 MILTON MANUEL SANCHEZ, et al.
 6 Plaintiffs
 7 vs. Case No. 1:2012cv00246
 8 LASERSHIP, INC.
 9 Defendant
 10 _____/
 11
 12
 13 The deposition of FARHANG ARYAN was held on
 14 Monday, August 13, 2012, commencing at 10:03 a.m., at
 15 the Law Offices of Jackson Lewis, LLP, 10701 Parkridge
 16 Boulevard, Suite 300, Reston, Virginia 20191, before
 17 Christine A. Gonzalez, CSR, RPR, Notary Public.
 18
 19
 20
 21
 22
 23
 24 REPORTED BY: Christine A. Gonzalez, CSR, RPR

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 2
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1 president since the formation in 2000?
 2 **A. Correct.**
 3 Q. And how much of Lasership, Inc., do you own?
 4 I know you're a minority shareholder.
 5 **A. 10.25.**
 6 **MR. DECAMP:** Percent?
 7 **THE WITNESS:** Percent.
 8 **BY MR. RABIEH:**
 9 Q. And who was the majority shareholder?
 10 **A. Ali Dimaghani.**
 11 Q. What is the -- what are the annual revenues of
 12 Lasership, Inc.? How big a company is it?
 13 **A. Probably about \$110 million.**
 14 Q. That's annual revenue?
 15 **A. Yes.**
 16 Q. And that's gross earnings, correct?
 17 **A. Correct.**
 18 Q. And does Laser Courier, Inc., have separate
 19 income that's not included in what -- in the total
 20 you've just given me for Lasership, Inc.?
 21 **A. That's not -- no.**
 22 Q. Okay. So -- so all the operation, the money
 23 flows to Lasership, Inc., and the annual revenues of
 24 Lasership, Inc., is about \$110 million a year?

Page 22

1 **A. Correct.**
 2 Q. For how long has that been the average annual
 3 revenue?
 4 **A. That's our anticipated revenue for this year.**
 5 Q. What about in 2000; how big a company was it?
 6 **A. Probably about hundred.**
 7 Q. A hundred million dollars?
 8 **A. Correct. A hundred million dollars.**
 9 Q. What's the most it's ever earned in a year?
 10 **A. 2012 would probably be there, the highest**
 11 **year.**
 12 Q. Is it fair to say, from the formation till
 13 now, it has earned something in the neighborhood of a
 14 hundred million dollars every year, as gross?
 15 **A. I understand. It's probably gone from**
 16 **anywhere from 80 million to 110. It has not been a**
 17 **hundred every year.**
 18 Q. Okay. The range's been 80 to 110?
 19 **A. Correct.**
 20 Q. All right. And where does -- I'm sorry.
 21 You said that Laser Courier, Inc., actually
 22 has the contracts with the delivery personnel for
 23 Lasership; is that correct?
 24 **A. For the delivery, yes.**

Page 23

1 Q. So that's -- I'll introduce these exhibits
 2 later. I have contracts from the -- from the three
 3 named plaintiffs in this case, and they're all between
 4 the plaintiffs and Laser Courier, Inc.
 5 And so all delivery personnel for the -- in
 6 the Lasership umbrella have contracts with Laser
 7 Courier, Inc.; is that correct?
 8 **A. In most of the states, yes. At some points,**
 9 **during this past 12 years, some drivers -- in the state**
 10 **of Maryland, we had Laser Couriers of Maryland still**
 11 **had the contract with the drivers, but at some point,**
 12 **maybe two, three years ago we combined everything under**
 13 **Laser Courier, Inc.**
 14 **So except state of Maryland, from year 2000 to**
 15 **2012, all the contracts would have been under Laser**
 16 **Courier, Inc.**
 17 Q. So excluding Maryland, I think -- I just want
 18 to make sure I understand.
 19 Setting aside Maryland and all other states
 20 from 2000 to 2012, the delivery drivers had contracts
 21 with Laser Courier, Inc.?
 22 **A. Correct.**
 23 Q. And in Maryland, the delivery drivers had
 24 contracts with Laser Couriers of Maryland?

Page 24

1 **A. Correct.**
 2 Q. I'm sorry. Laser Couriers of Maryland is now
 3 a shell corporation? It doesn't really do anything?
 4 **A. Correct.**
 5 Q. But you still provide -- does Lasership still
 6 provide delivery service in Maryland?
 7 **A. Correct.**
 8 Q. And now with whom do drivers in Maryland
 9 contract?
 10 **A. Laser Courier, Inc.**
 11 Q. It's universal. Everyone contracts with Laser
 12 Courier, Inc.?
 13 **A. Correct.**
 14 Q. And why was the decision made to have the
 15 contract with Laser Courier, Inc., rather than
 16 Lasership, Inc.?
 17 **A. It was probably just a matter of convenience.**
 18 **It was done that way, it was not changed, and it just**
 19 **matter of convenience for uniformity.**
 20 Q. So Laser Courier, Inc., existed before
 21 Lasership; that was the company that had the contracts
 22 and just continued after Lasership, Incorporated was
 23 created?
 24 **A. That's correct. Correct.**

Page 13

1 "Mary," e-h-r-a-n; last name is Ali Akbar, A-l-i
 2 A-k-b-a-r.
 3 Q. Four stockholders?
 4 A. Correct.
 5 Q. And what, roughly, are the percentages that
 6 each of the shareholders own? Is it divided equally
 7 four --
 8 A. Ali is the majority owner, and the other three
 9 of us are minority owners.
 10 Q. So let's go back to when you started working
 11 for Mahmoud, Inc. What year was that?
 12 A. 1988. July of 1988.
 13 Q. What did you start doing for Mahmoud, Inc.?
 14 A. I basically started the corporation, and I was
 15 the president and just basically, you know, as a new
 16 start-up business just tried to start finding
 17 customers.
 18 Q. But Mahmoud, Inc. was a wholly owned
 19 subsidiary of Laser Courier, Inc.?
 20 A. No. Laser Courier, Inc., is a separate
 21 corporation, was a separate corporation at the time
 22 that was in existence in 1988. So this was another
 23 company that was started in addition to Laser Courier,
 24 Inc.

Page 14

1 Q. Actually, let me ask you to explain the whole
 2 corporate structure. So I know there's a Laser
 3 Courier, Inc., and a Lasership, Inc. Which is the top
 4 company? Which is highest in the hierarchy?
 5 A. Lasership, Inc., is a company that's a parent
 6 company.
 7 Q. Lasership's the parent?
 8 A. Yes. Lasership, Inc., came in existence in
 9 year 2000.
 10 Q. Okay.
 11 A. So it was not around in 1988.
 12 Q. In -- okay. So 1988 Mahmoud, Inc., was
 13 formed, but it was a subsidiary of another company?
 14 A. No.
 15 Q. It was free-standing?
 16 A. It just started as a new company in 1988.
 17 Q. And you started it up. Were you an owner at
 18 the time?
 19 A. I was owner, and Mr. Ali Dilmaghani was
 20 another owner, and Mr. Blake Averill was another owner
 21 at the same time. It was three of us that were
 22 stockholders of Mahmoud, Inc.
 23 Q. And what did that company do? First of all,
 24 does it still exist?

Page 15

1 A. Yes.
 2 Q. And what did it do back in 1988? What was it
 3 formed for the purpose of doing?
 4 A. It was a company that was looking for
 5 customers. It was in the brokerage of deliveries as
 6 well and looking for customers for deliveries to be
 7 done and matching it to anybody who would be available
 8 to get the deliveries done for those customers.
 9 Q. So similar to the type of business Lasership
 10 does now?
 11 A. Correct.
 12 Q. And since 1988, is that what Mahmoud, Inc.,
 13 has done consistently?
 14 A. In year 2000, we restructured the companies
 15 just for the purpose of combining the ownership of
 16 three corporations that existed prior to year 2000,
 17 which was Mahmoud, Inc.; Laser Courier, Inc.; Laser
 18 Couriers of Maryland, Inc.
 19 Q. Those are three separates corporations with
 20 common ownership or at least overlapping ownership?
 21 A. Yes.
 22 Q. You tell me. Is it common ownership or
 23 overlapping ownership?
 24 A. Overlapping ownership.

Page 16

1 Q. And were you an owner of all three of those
 2 companies?
 3 A. No, I was not.
 4 Q. In 2000, which one did you have ownership?
 5 A. Before Lasership, I was president and
 6 stockholder of Mahmoud, Inc.
 7 Q. Only that company?
 8 A. Only that company.
 9 MR. DECAMP: Fred, I'd just remind you to let
 10 him finish his question before you start your answer so
 11 that you're not talking over each other.
 12 THE WITNESS: I thought I was.
 13 BY MR. RABIEH:
 14 Q. It's been fairly well, but we should both keep
 15 an eye on that. I might -- I think I've started to
 16 interrupt you on occasion.
 17 MR. DECAMP: I didn't want to instruct you. so
 18 I said it to him.
 19 BY MR. RABIEH:
 20 Q. When was Laser Courier formed?
 21 A. Laser Courier, Inc.
 22 Q. Yes.
 23 A. 1986.
 24 Q. And Laser Couriers of Maryland, when was that

Page 9

1 Other than common ownership, was there any relationship
 2 between Lex and Lasership?
 3 **A. No.**
 4 Q. Okay. So Lex has nothing to do with delivery?
 5 **A. No.**
 6 Q. And can you tell me the nature of the
 7 litigation that you were deposed in?
 8 **A. I believe it was a company that owed us money,**
 9 **owed Lex Reprographics. Lex, Inc., actually, is the**
 10 **legal name, Lex Inc., and it was a matter of**
 11 **collections, and they were talking about, you know, who**
 12 **placed the order, who asked boxes to be copied and**
 13 **things of that nature. I was one of the officers of**
 14 **Lex as well.**
 15 Q. And Lex was the plaintiff in that action?
 16 **A. Lex was the plaintiff, yes. The company that**
 17 **owed us money was the defendant. I have to play that**
 18 **in my mind who was plaintiff and who was defendant.**
 19 Q. Right, right.
 20 And in what jurisdiction was the litigation?
 21 Was it in Virginia? Was it Federal court? State
 22 court?
 23 **A. It was D.C. Lex was headquartered out of**
 24 **D.C., and, yeah, so District of Columbia jurisdiction.**

Page 10

1 Q. But it was a dispute over payment. It had
 2 nothing to do with employment?
 3 **A. No. It was just a matter of receivables.**
 4 Q. Okay. I'd like to just briefly go over your
 5 personal background. What is your date of birth?
 6 **A. September 18, 1962.**
 7 Q. Where were you born?
 8 **A. Tehran, Iran.**
 9 Q. And when did you move to the United States?
 10 **A. January of 1979.**
 11 Q. And where did you move to in the United
 12 States, first?
 13 **A. Hyattsville, Maryland, yes; moved to the**
 14 **United States.**
 15 Q. And when did you graduate from high school?
 16 **A. 1980.**
 17 Q. And where? In Maryland?
 18 **A. In PG County, Maryland.**
 19 Q. "PG," Prince George's County?
 20 **A. Yes.**
 21 Q. And did you go to college after high school?
 22 **A. Yes, University of Maryland.**
 23 Q. And you graduated from U of Maryland?
 24 **A. Yes.**

Page 11

1 Q. In what year?
 2 **A. 1985.**
 3 Q. And what was your degree in?
 4 **A. Electrical engineering.**
 5 Q. And was that a BS?
 6 **A. Yes.**
 7 Q. Bachelor of science?
 8 **A. Correct.**
 9 Q. Did you have any further education -- formal
 10 education after that?
 11 **A. I took some classes for master's, probably**
 12 **about maybe 24 credits, but did not complete my**
 13 **master's.**
 14 Q. That's in electrical engineering as well?
 15 **A. Correct.**
 16 Q. Okay. And after you got your undergraduate
 17 degree from the University of Maryland -- oh, excuse
 18 me.
 19 And where did you take the master's classes?
 20 **A. George Mason University.**
 21 Q. And when did you stop taking those classes?
 22 **A. '86.**
 23 Q. Okay. And what was your first job after you
 24 got your undergraduate degree?

Page 12

1 **A. I worked as an independent contractor for MCI.**
 2 Q. The telecom company?
 3 **A. Correct.**
 4 Q. And was that in an engineering capacity?
 5 **A. It was in engineering capacity.**
 6 Q. How long did you work for MCI?
 7 **A. About a year and-a-half. A year and-a-half.**
 8 Q. And then after that, what was your next job?
 9 **A. I started working for Laser Courier, Inc.**
 10 **Actually, I'll take that back. It was Mahmoud, Inc.**
 11 **M-a-h-m-o-u-d. Mahmoud, Inc.**
 12 Q. Does that -- does Mahmoud, Inc., have a
 13 relationship with Lasership?
 14 **A. It's wholly owned subsidiary of Lasership.**
 15 Q. Is Lasership a public company?
 16 **A. No.**
 17 Q. Who owns Lasership?
 18 **A. Lasership right now has four stockholders. I**
 19 **am one of them. Would you like me to give you the**
 20 **other --**
 21 Q. Sure.
 22 **A. -- other three individuals? Ali Dilmaghani**
 23 **D-i-l-m-a-g-h-a-n-i. The next name is Blake Averill,**
 24 **A-v-e-r-i-l-l. And the next one is Mehran, M, as in**

Page 17

1 formed?
 2 **A. I don't remember exactly, but approximately**
 3 **1990.**
 4 Q. Let me see if I can sum this up. So in 1986,
 5 Mahmoud, Inc., was formed, and you were a part owner of
 6 that company and also the president. I'm sorry, 1988.
 7 Is that correct?
 8 **A. Correct.**
 9 Q. Not 1986. 1988?
 10 **A. Correct.**
 11 Q. And then Laser Courier had been formed earlier
 12 in 1986?
 13 **A. Correct.**
 14 Q. You had no ownership interest in that? You
 15 were not an officer when it was founded, correct?
 16 **A. I was not an officer of Laser Courier, Inc.**
 17 **That's correct.**
 18 Q. And Laser Couriers of Maryland was formed in
 19 1990?
 20 **A. Correct.**
 21 Q. Did you have any ownership interest in that
 22 company?
 23 **A. No.**
 24 Q. Have you ever had ownership in that company?

Page 18

1 **A. No.**
 2 Q. And of the owners you named of Mahmoud, Inc.,
 3 how many of them had ownership interest in Laser
 4 Courier and Laser Couriers of Maryland?
 5 **A. It might be easier if I give you the breakdown**
 6 **of each one. Mahmoud, Inc., was Farhang Aryan, Ali**
 7 **Dilmaghani, and Blake Averill.**
 8 **Laser Courier, Inc., was just Ali Dilaghani.**
 9 **He was hundred percent owner of Laser Courier, Inc.**
 10 **Laser Couriers of Maryland, Inc., was Ali**
 11 **Dimaghani, Blake Averill, and Mehran Ali Akbar.**
 12 Q. Then you said -- and what was the business of
 13 Laser Courier, Inc., when it was formed?
 14 **A. Basically the same that we describe for**
 15 **Mahmoud, Inc., and Lasership, Inc.: brokering**
 16 **deliveries for --**
 17 Q. And what about Laser Couriers of Maryland?
 18 Same thing?
 19 **A. Same thing.**
 20 Q. Then you said in 2000 there was a corporate
 21 restructuring?
 22 **A. Correct.**
 23 Q. And what did that corporate restructuring
 24 result in?

Page 19

1 **A. That these four individuals that had ownership**
 2 **in different corporations combined them into one**
 3 **corporation and become basically partners in one**
 4 **corporation.**
 5 Q. And that company is Lasership, Inc.?
 6 **A. Yes.**
 7 Q. And what happened to Mahmoud, Inc.; Laser
 8 Courier, Inc.; and Laser Couriers of Maryland?
 9 **A. They are companies that are -- kind of are**
 10 **doing different things. I'll describe each one**
 11 **separately.**
 12 Q. Sure.
 13 **A. Laser Couriers of Maryland, it basically is**
 14 **just a shell company just right now, that is not doing**
 15 **anything. Laser Courier, Inc., is a company that has**
 16 **the contract for brokerage with all the drivers that**
 17 **perform services, provide their delivery services for**
 18 **Lasership, Inc.**
 19 **Mahmoud, Inc., is a company that leases**
 20 **walkers and bikers in the state of New York for**
 21 **Lasership, Inc.**
 22 Q. I'm sorry. They lease walkers and bikers?
 23 **A. Yes.**
 24 Q. What is a walker?

Page 20

1 **A. Walker is an individual that just walks and**
 2 **make deliveries from building to building.**
 3 Q. Okay. So delivers hand deliveries on foot?
 4 **A. On foot.**
 5 Q. Okay.
 6 **A. Correct.**
 7 Q. And biker, it's a bike messenger, right?
 8 **A. Correct.**
 9 Q. But that's only in New York?
 10 **A. That's only in New York.**
 11 Q. Is that New York City?
 12 **A. New York City, yes.**
 13 Q. All right. Are you an officer of Laser
 14 Courier, Inc.?
 15 **A. I don't remember.**
 16 Q. Have you ever been an officer of Laser
 17 Courier, Inc.?
 18 **A. I don't remember.**
 19 Q. But you are the president of Lasership, Inc.?
 20 **A. Correct.**
 21 Q. And when did you first become president of
 22 Lasership, Inc.?
 23 **A. At the formation of the company.**
 24 Q. So you have served continuously as the

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1 nationally regarding the business models that they
 2 use."
 3 Can you describe for me the business models
 4 that your colleagues use?
 5 **A. It's independent contractor model.**
 6 Q. That's by far the majority of the business as
 7 far as you -- as far as you have come to understand?
 8 **A. Yes.**
 9 Q. And, again, you're aware that some are
 10 employees, but you can't name any of these companies?
 11 **A. I don't remember the names.**
 12 **MR. RABIEH:** Give me just two minutes.
 13 I have no further questions.
 14 **MR. DECAMP:** No questions.
 15 (Deposition concluded at 2:27 p.m.)
 16
 17
 18
 19
 20
 21
 22
 23
 24

Page 174

1 CERTIFICATE OF DEPONENT
 2
 3 I hereby certify that I have read and
 4 examined the foregoing transcript, and the same is a
 5 true and accurate record of the testimony given by me.
 6
 7 Any additions or corrections that I feel
 8 are necessary, I will attach on a separate sheet of
 9 paper to the original transcript.
 10
 11
 12 _____
 13 FARHANG ARYAN
 14
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 16
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Page 175

1 Commonwealth of Virginia
 2 County of Fairfax, to wit:
 3 I, Christine A. Gonzalez, CSR, RPR, a
 4 Notary Public of the Commonwealth of Virginia, County
 5 of Fairfax, do hereby certify that the within-named
 6 witness personally appeared before me at the time and
 7 place herein set out, and after having been duly sworn
 8 by me, according to law, was examined by counsel.
 9 I further certify that the examination was
 10 recorded stenographically by me and this transcript is
 11 a true record of the proceedings.
 12 I further certify that I am not of counsel
 13 to any of the parties, nor in any way interested in the
 14 outcome of this action.
 15 As witness my hand this 23rd day of August,
 16 2012.
 17
 18 _____
 19 Christine A. Gonzalez, CSR, RPR
 20 Notary Public
 21
 22
 23 My Commission Expires:
 24 June 30, 2013