

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

**SORAIDA LOPEZ RIVAS, on behalf of
herself and all others similarly situated,**

Plaintiffs,

-against-

STELLAE INTERNATIONAL, INC.,

Defendant.

CLASS ACTION COMPLAINT

Case No.: _____

NATURE OF THE ACTION

1. This is a class action lawsuit brought on behalf of all manual workers employed by Stellae International, Inc. (“Defendant” or “Stellae”) in the State of New York who have been systematically deprived of their right to timely payment of wages as mandated by New York Labor Law. These workers spend most, if not all, of their workday engaged in physical labor: handling merchandise, operating heavy machinery, and performing other physically demanding tasks essential to Defendant’s business operations.

2. New York Law requires companies to pay their manual workers on a weekly basis unless they receive an express authorization to pay on a semi-monthly basis from the New York State Department of Labor Commissioner. *See* New York Labor Law (“NYLL”), Article 6, §191.

3. Defendant has received no such authorization from the New York State Department of Labor Commissioner.

4. Plaintiff therefore demands liquidated damages, interest, and attorneys’ fees on behalf of herself and a putative class comprised of all manual workers employed by Defendant in

New York State from May 8, 2018, through the date of final judgment in this matter.¹

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over Defendant because Defendant conducts significant business in New York.

6. This Court has subject matter jurisdiction over this proposed class action pursuant to 28 U.S.C. § 1332(d) under the provisions of the Class Action Fairness Act (“CAFA”) because the amount in controversy against Defendant in this matter exceeds the sum or value of \$5,000,000, exclusive of interests and costs; there are more than 100 class members in the proposed class; and upon information and belief there are class members who are citizens of a different state than Defendant.

7. Upon information and belief, more than one third of all class members are citizens of a different state than Defendant.

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

9. 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.

THE PARTIES

Defendant

10. Defendant is a foreign business corporation organized under the laws of Delaware

¹ The claim period covers the six-year statute of limitations for Article 6 claims under New York Labor Law, extended by 95 days pursuant to a tolling agreement between Plaintiff and Defendant, plus an additional 228 days of tolling pursuant to Governor Cuomo’s Executive Orders issued during the COVID-19 pandemic, which tolled statutes of limitations for claims under the New York law. *See Brash v. Richards*, 149 N.Y.S.3d 560, 561 (N.Y. App. Div. 2d Dept. 2021).

and maintains offices and facilities in Canada, France, and the United States. Defendant lists an office address in New York at 50 Marcus Drive, Melville, NY, United States, 11747.

11. Stellae is an international logistics company that provides import and export services, information technology platforms, inventory management, and wholesale and retail distribution support to the fashion and luxury goods industry.

12. Stellae's United States operations include warehouses in New York equipped to handle accessories, garments on hangers, flat-pack merchandise, bulk storage on pallets, as well as temperature-controlled rooms for perfume and other cosmetic materials.

13. Defendant maintained control, oversight, and direction over Plaintiff and the class of workers she seeks to represent ("New York Class Members"), including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, and other employment practices.

14. Defendant has been the employer of Plaintiff and New York Class Members within the meaning of the NYLL.

Plaintiff

15. Plaintiff Soraida Lopez Rivas is an adult individual who is a resident of Queens, New York.

16. Plaintiff was employed by Defendant from November 2015 through June 2024 as a manual laborer at one of Defendant's warehouse facilities located in Melville, New York.

17. Plaintiff and the New York Class Members are covered employees within the meaning of the NYLL.

NEW YORK CLASS ACTION ALLEGATIONS

18. Plaintiff brings the First Cause of Action under Federal Rule of Civil Procedure 23 on behalf of herself and all similarly situated current and former employees whom Defendant

paid untimely wages (“New York Class”).

19. Excluded from the New York Class are Defendant’s managers, 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 Defendant; 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 New York Class.

20. More than 25% of the job responsibilities of Plaintiff and New York Class Members include manual labor requiring frequent walking, bending, and lifting, for tasks such as receiving, sending, allocating, and consolidating goods, moving merchandise, and handling physical inventory.

21. Plaintiff and New York Class Members spend their entire workday performing these physical tasks.

22. Upon information and belief there are more than 300 workers who are or were employed by Defendant to perform this physically demanding labor in its warehouse facilities in New York.

23. Defendant paid Plaintiff and New York Class Members a low hourly rate to perform physically demanding labor. For example, in 2024, when the applicable minimum wage in New York was \$16 an hour, Defendant paid Plaintiff merely \$18 an hour, an amount just \$2 above the legal minimum despite the strenuous physical demands of the position.

24. In addition to the low wages described above, Defendant paid Plaintiff and New York Class Members every other week, rather than weekly as required by the NYLL.

25. This payment schedule, in addition to violating the law, further exacerbated the

financial challenges faced by Plaintiff and New York Class Members.

26. As a result of Defendant's compensation policy, for half of each biweekly pay period, Plaintiff and New York Class Members were temporarily deprived of wages rightfully earned and legally owed to them. During these periods of delay, they could not invest, earn interest on, or otherwise utilize these already inadequate funds for their pressing financial needs. Consequently, for every day these rightfully earned wages were withheld beyond the legally mandated payment timeline, Plaintiff and New York Class Members suffered the additional loss of the time value of their money.

27. The members of the New York Class are readily ascertainable. The number and identity of the New York Class Members are determinable from Defendant's records. The hours assigned and worked, the positions held, and the rates of pay for each New York Class Member are also determinable from Defendant's records. For the purpose of notice and other purposes related to this action, their names and addresses are readily available from Defendant's records. Notice can be provided by means permissible under Rule 23.

28. The New York Class Members 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.

29. Upon information and belief, there are more than 40 New York Class Members.

30. Plaintiff's claims are typical of those claims which could be alleged by any New York Class Member, and the relief sought is typical of the relief which would be sought by each New York Class Member in separate actions.

31. Defendant maintained a policy and practice of paying all manual workers on a bi-weekly basis.

32. Defendant maintained this policy even though these employees are manual

workers for purposes of the New York Labor Law's frequency of pay provisions.

33. All New York Class Members were subjected to Defendant's same corporate practices alleged herein of failing to pay weekly wages.

34. Plaintiff and the New York Class Members have all sustained similar types of damages as a result of Defendant's failure to comply with the NYLL.

35. Plaintiff and the New York Class Members have all been injured in that they have been uncompensated or under-compensated due to Defendant's common policies, practices, and patterns of conduct. Defendant's corporate-wide policies and practices affected all New York Class Members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each of the New York Class Members.

36. Plaintiff and other New York Class Members sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

37. Plaintiff is able to fairly and adequately protect the interests of the New York Class Members and has no interests antagonistic to the New York Class Members.

38. Plaintiff is 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.

39. 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 similarly situated 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. Because the losses, injuries, and damages suffered by each of the individual New York Class Members are small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual New York Class Members to redress the wrongs done to them. On the other hand, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual New York Class Members would create a risk of inconsistent and/or varying adjudications with respect to the individual New York Class Members, establishing incompatible standards of conduct for Defendant and resulting in the impairment of the New York Class Members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

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

41. Common questions of law and fact exist as to the New York Class that predominate over any questions only affecting Plaintiff and the New York Class Members individually and include, but are not limited to, the following:

- (a) whether Defendant violated NYLL Article 6;
- (b) whether employees at Defendant's facilities are "manual workers" under the New York Labor Law;
- (c) whether Defendant incorrectly compensated Plaintiff and the New York Class

Members on a untimely basis; and

(d) the nature and extent of class-wide injury and the measure of damages for those injuries.

PLAINTIFF'S FACTUAL ALLEGATIONS

42. Consistent with their policies and patterns or practices as described herein, Defendant harmed Plaintiff, individually, as follows:

43. Plaintiff worked for Defendant as a manual worker in New York.

44. During Plaintiff's employment, over twenty-five percent of her job duties were physical tasks, including but not limited to: standing for extended periods; lifting, carrying, and moving merchandise; sorting and organizing inventory; operating machinery; loading and unloading shipments; packing and unpacking merchandise; and walking throughout the warehouse facility to complete these tasks.

45. Plaintiff was compensated by Defendant on a bi-weekly basis consistently throughout her employment.

ARTICLE III STANDING ALLEGATIONS

46. Plaintiff suffered an injury in fact that is concrete, particularized and actual.

47. During Plaintiff's employment with Defendant, Defendant failed to pay Plaintiff her wages timely when due. As a result of the untimely payments, Plaintiff forwent the opportunity to invest or otherwise use the money to which she was entitled and she was deprived of the time value of her money, including but not limited to, interest.

48. Plaintiff's injuries were caused by Defendant, who failed to pay Plaintiff timely each workweek.

49. Plaintiff's injuries can be redressed through the judicial relief of the ordering of

the payment of monetary damages by Defendant.

50. Each New York Class Member suffered an injury in fact that is concrete, particularized and actual—i.e., that Defendant failed to pay them timely wages each workweek, and as a result of the untimely payments, New York Class Members lost the opportunity to invest or otherwise use the money to which they were entitled and they were deprived of the time value of their money, including but not limited to, interest.

51. New York Class Members' injuries were caused by Defendant and can be redressed through the judicial relief of ordering the payment of monetary damages by Defendant to the New York Class Members.

FIRST CAUSE OF ACTION
New York Labor Law — Failure to Pay Timely Wages
(Brought on behalf of Plaintiff and the New York Class)

52. Plaintiff, on behalf of herself and New York Class Members, realleges and incorporates by reference all allegations in all preceding paragraphs.

53. The timely payment of wages provisions NYLL § 191 and its supporting regulations apply to Defendant and protect Plaintiff and the New York Class.

54. Defendant failed to pay Plaintiff and the New York Class on a timely basis as required by NYLL § 191(1)(a).

55. Through their knowing or intentional failure to provide Plaintiff and New York Class Members weekly pay as required by the NYLL, Defendant has willfully violated NYLL, Article 6, §§ 190, et seq., and the supporting New York State Department of Labor Regulations.

56. Due to Defendant's willful violations of NYLL, Article 6, § 191, Plaintiff and New York Class Members are entitled to recover from Defendant the amount of their untimely paid wages as liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-

judgment interest as provided for by the NYLL, Article 6, § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all members of the New York Class, requests entry of judgment and the following specific relief:

- A. Certification of this case as a class action pursuant to Federal Rule of Civil Procedure 23;
- B. Designation of Plaintiff as representative of the New York Class and counsel of record as Class Counsel;
- C. 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., and the supporting New York State Department of Labor Regulations;
- D. Payment of liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;
- E. Appropriate equitable and injunctive relief to remedy Defendant's violations of New York law, including but not limited to an order enjoining Defendant from continuing its unlawful practices;
- F. Penalties, as provided by law;
- G. Attorneys' fees and costs of action incurred herein, including expert fees;
- H. Pre-judgment and post-judgment interest, as provided by law;
- I. Such other legal and equitable relief as this Court deems necessary, just, and proper; and
- J. A reasonable service award to compensate Plaintiff for the time she has spent and will spend attempting to recover damages for the New York Class and for the risks she is taking in doing so.

JURY DEMAND

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

Dated: March 27, 2025

Respectfully submitted,

/s/ Artemio Guerra
Artemio Guerra

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