UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SEBASTIAN BONAHORA and ALEJANDRO BONAHORA, on behalf of themselves and all others similarly situated, Plaintiffs, -against- GRECO ROMAN DESIGN CORP., BJB GROUP LLC, NICOLAOS KOURTIS, and ANGELO KAMBITSIS, Defendants.	Case No. 19 Civ. 4520 **CLASS AND COLLECTIVE ACTION COMPLAINT**

Plaintiffs Sebastian Bonahora and Alejandro Bonahora ("Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their attorneys, THE BOIES LAW FIRM, PLLC and SHULMAN KESSLER LLP, complaining of the Defendants Greco Roman Design Corp., BJB Group LLC (collectively, "Corporate Defendants"), Nicolaos Kourtis, and Angelo Kambitsis (together with Corporate Defendants, "Defendants"), allege as follows:

PRELIMINARY STATEMENT

1. This lawsuit seeks to recover unpaid overtime compensation, unpaid non-overtime wages, and damages for the Defendants' failure to provide wage notice at the time of hiring ("hiring notices") and wage statements with each wage payment (i.e., paystubs) to Plaintiffs and similarly situated co-workers who have worked for the Defendants as construction workers, however variously titled by Defendants (collectively, "Construction Workers"), pursuant to the Fair Labor Standards Act ("FLSA") and New York Labor Law ("NYLL" or "N.Y. Lab. Law").

2. Corporate Defendants are full-service construction businesses, owned and operated by Nicolaos Kourtis and Angelo Kambitsis (the "Individual Defendants").

3. Over the last six years, Defendants have employed Construction Workers, including Plaintiffs, to provide construction services to their customers throughout New York City and the surrounding area.

4. Defendants, however, violated the FLSA and NYLL rights of these Constructions Workers by: (1) failing to pay overtime wages and, instead, paying the same hourly wages for all hours worked; (2) failing to pay any wages for certain hours worked; (3) failing to provide paystubs listing their hours worked and wages paid; and (4) failing to provide hiring notices.

5. As a result, Plaintiffs complain on behalf of themselves and a class of all other similarly situated current and former employees of the Defendants employed in the last six years, pursuant to Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"), that they are entitled to recover from the Defendants: (1) unpaid overtime compensation; (2) unpaid non-overtime compensation; (3) damages for failure to provide hiring notices; (4) damages for failure to provide wage statements; (5) liquidated damages equal to the sum of unpaid compensation; (6) pre-judgment and post-judgment interests; and (7) attorney's fees and costs.

6. Pursuant to 29 U.S.C. § 216(b), Plaintiffs also seek to notify all current or former Construction Workers who have worked for Defendants at any time during the three years immediately preceding the filing of this action and provide them the opportunity to join.

JURISDICTION AND VENUE

7. This Court has original federal question jurisdiction over this controversy pursuant to 29 U.S.C. §216(b), 29 U.S.C. § 201, et seq., 28 U.S.C. § 1331 and 1337.

8. This Court has supplemental jurisdiction over the New York Labor Law claims pursuant to 28 U.S.C. § 1367(a).

9. Defendants do business in Kings, Queens, Richmond, New York, and Suffolk Counties and maintain a principal place of business at 31-59 Vernon Boulevard, Astoria, New York 11106.

10. Accordingly, venue is proper in the Eastern District of New York pursuant to 28 U.S.C. §§ 1391(b) and (c), because Defendants conduct business in this District, and the acts and omissions giving rise to Plaintiffs' claims took place in this District.

THE PARTIES

Plaintiffs

11. Plaintiff Sebastian Bonahora was and is an individual residing in the State of New York.

12. At all times relevant, Plaintiff Sebastian Bonahora was an "employee" of Defendants within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e), and N.Y. Lab. Law § 190(2).

13. At all times relevant, Plaintiff Sebastian Bonahora was employed by Defendants as a construction worker.

14. Plaintiff Sebastian Bonahora has expressed his consent to make these claims against the Defendants by filing a written consent form, pursuant to 29 U.S.C. § 216(b). (*See* Exhibit A).

15. Plaintiff Alejandro Bonahora was and is an individual residing in the State of New York.

16. At all times relevant, Plaintiff Alejandro Bonahora was an "employee" of Defendants within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e), and N.Y. Lab. Law § 190(2).

17. At all times relevant, Plaintiff Alejandro Bonahora was employed by the Defendants as a construction worker.

18. Plaintiff Alejandro Bonahora has expressed his consent to make these claims against the Defendants by filing a written consent form, pursuant to 29 U.S.C. § 216(b). (*See* Exhibit A).

Defendant Greco Roman Design, Corp. ("Greco Roman")

19. Upon information and belief, Greco Roman was and still is a privately held corporation.

20. Upon information and belief, Greco Roman was and still is a domestic corporation, authorized to do business pursuant to the laws of the State of New York.

21. Upon information and belief, Greco Roman's principal place of business is located at 31-59 Vernon Boulevard, Astoria, New York 11106.

22. Upon information and belief, Greco Roman is in the construction business.

23. At all times relevant, Greco Roman was and still is an "employer" within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and N.Y. Lab. Law §§ 190(3), 651(6).

24. At all times relevant, the activities of Greco Roman constituted an "enterprise" within the meaning of Section 3(r) & (s) of the FLSA, 29 U.S.C. § 203(r) & (s).

25. Upon information and belief, Greco Roman maintains control, oversight, and direction over its operations and employment practices.

26. At all times relevant, Greco Roman employed employees, including Plaintiffs, whom regularly engaged in commerce or in the production of goods for commerce or in handling, selling or otherwise working on goods and materials which have moved in or been produced for

commerce within the meaning of Section 3(b), (g), (i) and (j) of the FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s).

27. Greco Roman's annual gross volume of business is not less than $500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

Defendant BJB Group LLC ("BJB")

28. Upon information and belief, BJB was and still is a privately-held corporation.

29. Upon information and belief, BJB was and still is a domestic corporation, authorized to do business pursuant to the laws of the State of New York.

30. Upon information and belief, BJB's principal place of business is located at 31-59 Vernon Boulevard, Astoria, New York 11106.

31. Upon information and belief, BJB is in the construction business.

32. At all times relevant, BJB was and still is an "employer" within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and N.Y. Lab. Law §§ 190(3), 651(6).

33. At all times relevant, the activities of BJB constituted an "enterprise" within the meaning of Section 3(r) & (s) of the FLSA, 29 U.S.C. § 203(r) & (s).

34. Upon information and belief, BJB maintains control, oversight, and direction over its operations and employment practices.

35. At all times relevant, BJB employed employees, including Plaintiffs, whom regularly engaged in commerce or in the production of goods for commerce or in handling, selling or otherwise working on goods and materials which have moved in or been produced for commerce within the meaning of Section 3(b), (g), (i) and (j) of the FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s).

36. BJB's annual gross volume of business is not less than $500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

Corporate Defendants

37. Corporate Defendants constitute a unified operation.

38. Corporate Defendants constitute a common enterprise.

39. Corporate Defendants have interrelated operations.

40. Corporate Defendants have common management.

41. For example, Defendant Angelo Kambitsis maintains or has maintained business cards for both Corporate Defendants on his desk.

42. Corporate Defendants have a centralized control of labor relations.

43. Corporate Defendants' centralized control of labor relations occurs at their offices 31-59 Vernon Boulevard, Astoria, New York 11106.

44. Corporate Defendants have common ownership.

45. Corporate Defendants share employees, such as Plaintiffs.

46. Corporate Defendants commingled funds with each other.

47. Corporate Defendants share the same physical addresses in the State of New York.

48. Upon information and belief, Corporate Defendants utilized the same warehouse in Astoria, New York.

49. Corporate Defendants constitute a single employer.

50. Corporate Defendants constitute an integrated enterprise.

51. At all relevant times, Corporate Defendants maintain control, oversight, and direction over Plaintiffs and other employees, including timekeeping, payroll and other employment practices that applied to them.

52. At all times relevant, Corporate Defendants was and still is an "employer" within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and N.Y. Lab. Law § 190(3).

53. At all times relevant, the activities of Corporate Defendants constituted an "enterprise" within the meaning of Section 3(r) & (s) of the FLSA, 29 U.S.C. § 203(r) & (s).

54. At all times relevant, Corporate Defendants employed employees, including Plaintiffs, whom regularly engaged in commerce or in the production of goods for commerce or in handling, selling or otherwise working on goods and materials which have moved in or been produced for commerce within the meaning of Section 3(b), (g), (i) and (j) of the FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s).

55. Corporate Defendants annual gross volume of business is not less than $500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

Defendant Nicolaos Kourtis

56. Upon information and belief, Kourtis is an owner of Greco Roman.

57. Upon information and belief, Kourtis operates Greco Roman.

58. Upon information and belief, Kourtis is the President of Greco Roman.

59. Upon information and belief, Kourtis is the Vice-President of Greco Roman.

60. Upon information and belief, Kourtis is a shareholder of Greco Roman.

61. Upon information and belief, Kourtis is a corporate officer of Greco Roman.

62. Upon information and belief, Kourtis is the Chief Executive Officer of Greco Roman.

63. Kourtis holds himself out as the Chief Executive Officer of Greco Roman, including with the New York State Department of State, Division of Corporations.

64. Upon information and belief, Kourtis is an agent of Greco Roman.

65. Upon information and belief, Kourtis has authority over personnel decisions for Greco Roman.

66. Upon information and belief, Kourtis has authority over payroll decisions for Greco Roman.

67. Upon information and belief, Kourtis has the authority to alter the terms and conditions of Greco Roman's employees' employment.

68. Upon information and belief, Kourtis has the authority to supervise the employees of the Greco Roman.

69. Upon information and belief, Kourtis has the authority to hire and fire employees for Greco Roman.

70. Upon information and belief, Kourtis has the power to make binding decisions for Greco Roman.

71. Upon information and belief, Kourtis has the power to transfer the assets or liabilities of Greco Roman.

72. Upon information and belief, Kourtis has the power to declare bankruptcy on behalf of Greco Roman.

73. Upon information and belief, Kourtis has the power to enter into contracts on behalf of Greco Roman.

74. Upon information and belief, Kourtis signed checks and authorized payments made on Greco Roman's behalf.

75. Upon information and belief, Kourtis directed the work of Greco Roman's employees.

76. Upon information and belief, Kourtis is an owner of BJB.

77. Upon information and belief, Kourtis operates BJB.

78. Upon information and belief, Kourtis is the President of BJB.

79. Upon information and belief, Kourtis is the Vice-President of BJB.

80. Upon information and belief, Kourtis is a shareholder of BJB.

81. Upon information and belief, Kourtis is a corporate officer of BJB.

82. Upon information and belief, Kourtis is the Chief Executive Officer of BJB.

83. Kourtis holds himself out as the Chief Executive Officer of BJB, including with the New York State Department of State, Division of Corporations.

84. Upon information and belief, Kourtis is an agent of BJB.

85. Upon information and belief, Kourtis has authority over personnel decisions for BJB.

86. Upon information and belief, Kourtis has authority over payroll decisions for BJB.

87. Upon information and belief, Kourtis has the authority to alter the terms and conditions of BJB's employees' employment.

88. Upon information and belief, Kourtis has the authority to supervise the employees of the BJB.

89. Upon information and belief, Kourtis has the authority to hire and fire employees for BJB.

90. Upon information and belief, Kourtis has the power to make binding decisions for BJB.

91. Upon information and belief, Kourtis has the power to transfer the assets or liabilities of BJB.

92. Upon information and belief, Kourtis has the power to declare bankruptcy on behalf of BJB.

93. Upon information and belief, Kourtis has the power to enter into contracts on behalf of BJB.

94. Upon information and belief, Kourtis signed checks and authorized payments made on BJB's behalf.

95. Upon information and belief, Kourtis directed the work of BJB's employees.

96. At all relevant times, Kourtis was and still is an "employer" within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and N.Y. Lab. Law §§ 190(3), 651(6).

Defendant Angelo Kambitsis

97. Upon information and belief, Kambitsis is an owner of Greco Roman.

98. Upon information and belief, Kambitsis operates Greco Roman.

99. Upon information and belief, Kambitsis is the President of Greco Roman.

100. Kambitsis has held himself out as the President of Greco Roman, including on contracts entered into on behalf of Greco Roman.

101. Upon information and belief, Kambitsis is the Vice-President of Greco Roman.

102. Upon information and belief, Kambitsis is a shareholder of Greco Roman.

103. Upon information and belief, Kambitsis is a corporate officer of Greco Roman.

104. Kambitsis holds himself out as Greco Roman's Managing Director.

105. Kambitsis's business cards list him as Greco Roman's Managing Director.

106. Kambitsis holds himself out a principal of Greco Roman, including in litigation.

107. Greco Roman's website states that Kambitsis "took the helm" of Greco Roman in 2007.

108. Upon information and belief, Kambitsis is the Chief Executive Officer of Greco Roman.

109. Upon information and belief, Kambitsis is an agent of Greco Roman.

110. Upon information and belief, Kambitsis has authority over personnel decisions for Greco Roman.

111. Upon information and belief, Kambitsis has authority over payroll decisions for Greco Roman.

112. Upon information and belief, Kambitsis has the authority to alter the terms and conditions of Greco Roman's employees' employment.

113. Upon information and belief, Kambitsis has the authority to supervise the employees of the Greco Roman.

114. Kambitsis supervised Plaintiffs' work.

115. Plaintiffs' supervisors reported to Kambitsis.

116. Upon information and belief, Kambitsis has the authority to hire and fire employees for Greco Roman.

117. For example, Kambitsis hired Plaintiffs.

118. Upon information and belief, Kambitsis hired other Employees, such as Bob Campbell and Joaquin Barboza.

119. Upon information and belief, Kambitsis has the power to make binding decisions for Greco Roman.

120. Upon information and belief, Kambitsis has the power to transfer the assets or liabilities of Greco Roman.

121. Upon information and belief, Kambitsis has the power to declare bankruptcy on behalf of Greco Roman.

122. Upon information and belief, Kambitsis has the power to enter into contracts on behalf of Greco Roman.

123. Kambitsis entered into contracts with other businesses, such as Spring Roc, LLC, on Greco Roman's behalf.

124. Upon information and belief, Kambitsis signed checks and authorized payments made on Greco Roman's behalf.

125. Kambitsis distributed the Employees' pay, including Bonahora's pay.

126. Upon information and belief, Kambitsis directed the work of Greco Roman's employees.

127. Upon information and belief, Kambitsis is an owner of BJB.

128. Upon information and belief, Kambitsis operates BJB.

129. Upon information and belief, Kambitsis is the President of BJB.

130. Upon information and belief, Kambitsis is the Vice-President of BJB.

131. Upon information and belief, Kambitsis is a shareholder of BJB.

132. Upon information and belief, Kambitsis is a corporate officer of BJB.

133. Upon information and belief, Kambitsis is the Chief Executive Officer of BJB.

134. Upon information and belief, Kambitsis is an agent of BJB.

135. Upon information and belief, Kambitsis has authority over personnel decisions for BJB.

136. Upon information and belief, Kambitsis has authority over payroll decisions for BJB.

137. Upon information and belief, Kambitsis has the authority to alter the terms and conditions of BJB's employees' employment.

138. Upon information and belief, Kambitsis has the authority to supervise the employees of the BJB.

139. Upon information and belief, Kambitsis has the authority to hire and fire employees for BJB.

140. Upon information and belief, Kambitsis has the power to make binding decisions for BJB.

141. Upon information and belief, Kambitsis has the power to transfer the assets or liabilities of BJB.

142. Upon information and belief, Kambitsis has the power to declare bankruptcy on behalf of BJB.

143. Upon information and belief, Kambitsis has the power to enter into contracts on behalf of BJB.

144. Upon information and belief, Kambitsis signed checks and authorized payments made on BJB's behalf.

145. For example, Kambisis signed checks and authorized payments to Plaintiffs.

146. Upon information and belief, Kambitsis directed the work of BJB's employees.

147. At all relevant times, Kambitsis was and still is an "employer" within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and N.Y. Lab. Law §§ 190(3), 651(6).

Defendants

148. At all times relevant, Defendants maintained control, oversight, and direction over Plaintiffs and other employees, including timekeeping, payroll and other employment practices that applied to them.

149. At all times relevant, Defendants individually and collectively were and still are "employers" within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), and N.Y. Lab. Law §§ 190(3), 651(6).

150. At all times relevant, Defendants employed employees, including Plaintiffs, whom regularly engaged in commerce or in the production of goods for commerce or in handling, selling or otherwise working on goods and materials which have moved in or been produced for commerce within the meaning of Section 3(b), (g), (i) and (j) of the FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s).

151. Defendants collective annual gross volume of business is not less than $500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

FLSA COLLECTIVE ACTION CLAIMS

152. Plaintiffs bring the First Cause of Action, pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or have worked for Defendants as construction workers within the last three years and who elect to opt-in to this action.

153. Upon information and belief, there are approximately over 100 current and former construction workers that are similarly situated to Plaintiffs who were denied overtime compensation.

154. Plaintiffs represent other Construction Workers and are acting on behalf of Defendants' current and former construction workers' interests as well as their own interests in bringing this action.

155. Defendants unlawfully required Plaintiffs and all individuals employed as construction workers to work in excess of 40 hours per week without paying them overtime compensation at a rate of at least one and one-half times their regular hourly rate.

156. Plaintiffs seek to proceed as a collective action, with regard to the First Cause of Action, pursuant to 29 U.S.C. § 216(b) on behalf of themselves and the following class of persons:

> All Construction Workers who are currently or have been employed by the Defendants (the "FLSA Collective") at any time during the three years prior to the filing of their respective consent forms.

157. Defendants were aware or should have been aware that the law required them to pay non-exempt employees, including Plaintiffs and the FLSA Collective, an overtime premium of one and one-half times their regular rate of pay for all work-hours Defendants suffered or permitted them to work in excess of 40 per workweek. Upon information and belief, Defendants applied the same unlawful policies and practices to their Construction Workers throughout the State of New York.

158. The FLSA Collective is readily identifiable and locatable through Defendants' records. The FLSA Collective should be notified of and allowed to opt-in to this action, pursuant to 29 U.S.C. § 216(b). Unless the Court promptly issues such a notice, the FLSA Collective, who have been unlawfully deprived of overtime pay in violation of the FLSA, will be unable to secure compensation to which they are entitled, and which has been unlawfully withheld from them by the Defendants.

RULE 23 CLASS ALLEGATIONS

159. Plaintiffs bring the Second, Third, Fourth, and Fifth Causes of Action (the "NYLL Causes of Action") on their own behalf and as a class action, pursuant to Rule 23(a) and 23(b), on behalf of the following class of persons:

> All Construction Workers who are currently or have been employed by the Defendants at any time during the six years prior to the filing of this Complaint to the entry of the judgment in the case (the "Class").

160. The persons in the Class are so numerous that joinder of all members is impracticable. Although, the precise number of such persons is unknown, and facts on which the calculation of that number can be based are presently within the sole control of the Defendants.

161. Upon information and belief, the size of the Class is at least 100 individuals.

162. The NYLL Causes of Action are properly maintainable as a class action under Fed. R. Civ. Pro. 23(b)(3). There are questions of law and fact common to the Class that predominate over any questions solely affecting individual members of the Class, including, but not limited to:

a. whether the Defendants failed to keep accurate time records for all hours worked by Plaintiffs and the Class;

b. what proof of hours worked is sufficient where an employer fails in its duty to maintain true and accurate time records;

c. whether the Defendants failed to pay proper compensation to Plaintiffs and the Class for all work-hours in excess of 40 per workweek in violation of and within the meaning of the N.Y. Lab. Law Article 6, §§ 190 *et seq*. and the supporting New York State Department of Labor Regulations, 12 N.Y.C.R.R. Part 142;

d. whether Defendants failed to furnish Plaintiffs and the Class with an accurate statement of, *inter alia*, wages, hours worked, and rates paid as required by N.Y. Lab. Law § 195;

e. whether Defendants failed to furnish Plaintiffs and the Class with the annual notice required by N.Y. Lab. Law § 195;

f. the nature and extent of the Class-wide injury and the appropriate measure of damages sustained by the Plaintiffs and the Class;

g. whether, in failing to pay Plaintiffs and the Class properly, Defendants acted willfully, recklessly disregarded the NYLL and its mandates, or without a reasonable and good-faith belief that its actions were in compliance with the NYLL; and

h. the nature and extent of class-wide injury and the measure of damages for those injuries.

163. Plaintiffs will fairly and adequately protect the interests of the Class and have no interests antagonistic to the class. Plaintiffs are represented by attorneys who are experienced and competent in both class litigation and employment litigation.

164. Plaintiffs and the Class have been equally affected by the Defendants' failure to pay proper wages.

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

166. Plaintiffs' claims are typical of those of the Class. Plaintiffs and the other Class members were subjected to the Defendants' policies, practices, programs, procedures, protocols and plans alleged herein concerning the failure to pay proper wages and the failure to provide notice of rate of pay at the time of hiring. Plaintiffs' job duties are typical of those of the class members.

167. A class action is superior to other available methods for the fair and efficient adjudication of this litigation – particularly in the context of wage litigation like the present action, where an individual plaintiff may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant. The members of the Class have been damaged and are entitled to recovery as a result of Defendants' common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Class are not de minimis, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

Finally, members of the Class are still employed by the Defendants may be reluctant to raise individual claims for fear of retaliation.

CLASS-WIDE FACTUAL ALLEGATIONS

168. Plaintiffs and the members of the FLSA Collective and Class (collectively "Class Members") have been victims of Defendants' common policy and plan that have violated their rights under the FLSA by requiring Construction Workers to work in excess of 40 hours per week and denying them overtime compensation for all overtime hours worked. At all times relevant, Defendants' unlawful policy and pattern or practice has been willful.

169. All the work performed by Class Members was assigned by Defendants or Defendants were aware of all the overtime hours that Plaintiffs and Class Members worked.

170. Upon information and belief, Defendants have a policy and pattern or practice to require Plaintiffs and Class Members to work in excess of 40 hours per week, including weekends.

171. Defendants failed to pay Plaintiffs and Class Members time and one half for all hours worked over 40 in a workweek in violation of the FLSA and NYLL.

172. Instead, Defendants paid Plaintiffs and Class Members at the same hourly rates for all hours worked.

173. Upon information and belief, Defendants have a policy and pattern or practice to require Plaintiffs and Class Members to work overtime and non-overtime hours without pay.

174. That is, Defendants failed to pay or withheld Plaintiffs' and Class Members' earned wages for hours worked.

175. Defendants failed to furnish Plaintiffs and Class Members with an accurate statement of, *inter alia*, wages, hours worked, and rates paid as required by NYLL.

176. Defendants failed to furnish Plaintiffs and Class Members with the hiring notice required by NYLL.

177. As part of its regular business practice, Defendants intentionally, willfully, and repeatedly engaged in a pattern, practice, or policy that violates the FLSA and NYLL. Defendants' policy and pattern or practice includes, but is not limited to:

a. Willfully failing to record all the time that their employees, including Plaintiffs and Class Members, worked for the benefit of Defendants;

b. Willfully failing to keep payroll records as required by the FLSA and NYLL;

c. Willfully failing to pay their employees, including Plaintiffs and Class Members, overtime wages for all the hours that they worked in excess of 40 per workweek;

d. Willfully failing to pay their employees, including Plaintiff Sebastian Bonahora and Class Members, non-overtime wages for all hours they worked;

e. Willfully failing to provide their employees, including Plaintiffs and Class Members, with weekly wage statements in violation of the NYLL; and

f. Willfully failing to provide their employees, including Plaintiffs and Class Members, with hiring notices in violation of the NYLL.

178. Defendants were or should have been aware of the FLSA's and NYLL's requirements to: (1) pay overtime wages for all hours worked in excess of 40 per week; (2) pay for all hours worked; (3) provide accurate wage statements; and (4) to provide employees with hiring notices.

179. Upon information and belief, Defendants were actually aware that their wage-payment policies violated the NYLL.

180. Upon information and belief, on or around November 2017, Greco Roman received a letter, addressed to Kourtis, from the New York State Department of Labor informing Greco Roman of complaints filed by former Construction Workers (the "DOL Letter").

181. The DOL Letter also advised Greco Roman that based on the information provide to the DOL, it had found that Greco Roman had violated NYLL by failing to: (1) pay overtime wages; (2) "[f]urnish each employee with a wage statement prior to employment[;]" and (3) pay "manual workers within 7 days from the end of the pay period" in violation of NYLL § 191(1)(a).

182. Defendants' failure to pay Plaintiffs and Class Members overtime wages for their work in excess of 40 hours per week was willful, intentional, and in bad faith.

183. Defendants' failure to pay Plaintiff Sebastian Bonahora and Class Members non-overtime wages for their work in excess of 40 hours per week was willful, intentional, and in bad faith.

184. Defendants' failure to provide Plaintiffs and Class Members with hiring notices was willful, intentional, and in bad faith.

185. Defendants' failure to provide Plaintiffs and Class Members with accurate wage statements was willful, intentional, and in bad faith.

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

INDIVIDUAL FACTUAL ALLEGATIONS

Sebastian Bonahora

187. Sebastian Bonahora was employed by Defendants from in or about September 2014 until in or about January 2017 as a construction worker.

188. Sebastian Bonahora was an employee of Defendants, working under the direct supervision of Defendants and Defendants' managers or foremen, including Gabriel Avila and Raymond Taylor.

189. At all times, Sebastian Bonahora was required to be paid overtime pay at the statutory rate of one and one-half his regular rate of pay after he had worked 40 hours in a workweek.

190. During most workweeks between September 2014 and January 2017, Sebastian Bonahora worked more than 60 hours per week.

191. Defendants failed to compensate Sebastian Bonahora for the time worked in excess of 40 hours per week at a rate of at least one and one-half times his regular hourly rate, throughout the entire term of his employment with Defendants.

192. For example, Sebastian Bonahora worked approximately 67.59 hours during the week ending on November 26, 2016. Defendants, however, only paid him $20 an hour for those hours.

193. Defendants failed to compensate Sebastian Bonahora for all of the non-overtime hours he worked.

194. For example, Sebastian Bonahora worked approximately 17.25 hours during the week ending on December 24, 2016. Defendants did not pay him at all for these hours.

195. Defendants failed to furnish Sebastian Bonahora with an accurate statement of wages listing hours worked, rates paid, gross wages, allowances and deductions taken, and net wages paid.

196. Defendants did not provide Sebastian Bonahora with a hiring notice when they hired him in or around September 2014.

197. Upon information and belief, Defendants did not keep accurate records of hours worked by Sebastian Bonahara.

Alejandro Bonahora

198. Alejandro Bonahora was employed by the Defendants from in or about September 2014 until in or about September 2016 as a construction worker.

199. Alejandro Bonahora was an employee of Defendants, working under the direct supervision of Defendants and Defendants' managers or foremen, including Gabriel Avila and Raymond Taylor.

200. At all times hereinafter mentioned, Alejandro Bonahora was required to be paid overtime pay at the statutory rate of one and one-half his regular rate of pay after he had worked 40 hours in a workweek.

201. During most workweeks between September 2014 and September 2016, Alejandro Bonahora worked more than 85 hours per week.

202. Defendants failed to compensate Alejandro Bonahora for all of the time worked in excess of 40 hours per week at a rate of at least one and one-half times his regular hourly rate, throughout the entire term of his employment with Defendants.

203. For example, during the workweek ending on July 10, 2016, Alejandro Bonahora worked at least 53 hours. Defendants, however, only paid him $20 an hour for those hours.

204. Additionally, during the workweek ending on September 10, 2015, Alejandro worked approximately 44.33 hours. Defendants, however, only paid him $20 an hour for those hours.

205. Defendants failed to furnish Alejandro Bonahora with an accurate statement of wages listing hours worked, rates paid, gross wages, allowances and deductions taken, and net wages paid.

206. Upon information and belief, Defendants did not keep accurate records of hours worked by Alejandro Bonahara.

207. Defendants did not provide Alejandro Bonahora with a hiring notice when they hired him in or around September 2014.

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

208. Plaintiffs incorporate by reference all preceding allegations.

209. Plaintiffs and members of the FLSA Collective are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

210. Defendants employed Plaintiffs and members of the FLSA Collective for workweeks longer than 40 hours and willfully failed to compensate Plaintiffs and members of the FLSA Collective for all of the time worked in excess of 40 hours per week at a rate of at least one and one-half times their regular hourly rate in violation of the requirements of Section 7 of the FLSA, 29 U.S.C. § 207(a)(1).

211. Plaintiffs have expressed their consent to make these claims against the Defendants by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

212. Defendants have failed to make a good faith effort to comply with the FLSA with respect to their compensation to Plaintiffs and the FLSA Collective.

213. Because Defendants' violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

214. Because of this willful underpayment of overtime wages, Defendants are indebted to Plaintiffs in the amount of the unpaid overtime compensation, together with interest, liquidated damages, attorneys' fees, and costs in an amount to be determined at trial.

SECOND CAUSE OF ACTION
NYLL – Unpaid Overtime
(Brought on behalf of Plaintiffs and the Class)

215. Plaintiffs incorporate by reference all preceding allegations.

216. Defendants employed Plaintiffs and members of the Class for workweeks longer than 40 hours and willfully failed to compensate Plaintiffs and the Class for all of the time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of NYLL.

217. By the course of conduct set forth above, Defendants have violated N.Y. Lab. Law § 650, et seq.; 12 N.Y.C.R.R. Part 142-2.2.

218. Defendants failed to keep, make, preserve, maintain and furnish accurate records of time worked by Plaintiffs and Class Members.

219. Defendants have a policy and practice of refusing to pay overtime compensation for all hours worked to Plaintiffs and the Class.

220. Defendants lacked a good faith basis, within the meaning of N.Y. Lab. Law § 663, to believe their failure to pay Plaintiffs and the Class overtime wages complied with the NYLL.

221. As a consequence of the willful underpayment of wages, alleged above, Plaintiffs and the Class have incurred damages thereby and Defendants are indebted to them in the amount of the unpaid overtime compensation and such other legal and equitable relief due to the Defendants' unlawful and willful conduct, as the Court deems just and proper.

222. Plaintiffs seek recovery of unpaid overtime compensation, together with interest, liquidated damages, attorneys' fees, and costs to be paid by the Defendants as provided by the NYLL.

THIRD CAUSE OF ACTION
NYLL – Unpaid Non-Overtime Wages
(Brought on behalf of Plaintiff Sebastian Bonahora and the Class)

223. Plaintiffs incorporate by reference all preceding allegations.

224. Plaintiff Sebastian Bonahora and the Class are covered by the NYLL as employees of Defendants, including as manual workers.

225. Defendants failed to pay Plaintiff Sebastian Bonahora and the Class non-overtime wages to which they are entitled under the NYLL Article 6 §§ 191 et seq., and Article 19 §§ 650 et seq. – specifically N.Y. Lab. Law §§ 191(1)(a) and 661(3) – and the supporting New York State Department of Labor Regulations.

226. Defendants has a policy and practice of refusing to pay non-overtime compensation for all hours worked to the Class, including Plaintiff Sebastian Bonahora.

227. Defendants lacked a good faith basis, within the meaning of N.Y. Lab. Law § 663, to believe their failure to pay Plaintiff Sebastian Bonahora and the Class non-overtime wages complied with the NYLL.

228. Due to Defendants violations of the NYLL, Plaintiff Sebastian Bonahora and the Class Members are entitled to recover from Defendants their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

FOURTH CAUSE OF ACTION
NYLL – Failure to Provide Wage Statements
(Brought on behalf of Plaintiffs and the Class)

229. Plaintiff incorporates by reference all preceding allegations.

230. Defendants failed to supply Plaintiffs and the Class Members with an accurate statement of wages as required by N.Y. Lab. Law § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

231. Due to Defendants' violations of N.Y. Lab. Law § 195, for each workweek that Defendants failed to provide a proper wage statement from April 9, 2011 through February 26, 2015, Plaintiffs and the Class Members are each entitled to damages of $100 per workweek, or a total of $2,500 per class member, as provided for by N.Y. Lab. Law § 198, reasonable attorneys' fees, costs, and injunctive and declaratory relief.

232. Due to Defendants' violations of N.Y. Lab. Law § 195, for each workweek that Defendants failed to provide a proper wage statement from February 26, 2015 through the present, Plaintiffs and the Class Members are each entitled to damages of $250 per work day, or a total of $5,000 per person, as provided for by N.Y. Lab. Law § 198, reasonable attorneys' fees, costs, and injunctive and declaratory relief.

FIFTH CAUSE OF ACTION
NYLL – Hiring Notice Violations
(Brought on behalf of Plaintiffs and the Class)

233. Plaintiffs incorporate by reference all preceding allegations.

234. Defendants failed to supply Plaintiffs and members of the Class notice as required by N.Y. Lab. Law § 195, in English or in the language identified by Plaintiffs as their primary language, containing Plaintiffs' 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 N.Y. Lab. Law § 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.

235. Defendants failed to supply Plaintiffs and members of the Class with an accurate statement of wages as required by N.Y. Lab. Law § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

236. Due to Defendants' violations of N.Y. Lab. Law § 195, Plaintiffs and the Class Members are each entitled to damages of $50.00 for each work day that Defendants failed to provide a hiring notice, or a total of $5,000.00 per person, as provided for by N.Y. Lab. Law § 198, reasonable attorneys' fees, costs, and injunctive and declaratory relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, seek for the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice to the FLSA Collective, or that the Court issue such notice, to all persons who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the

date of this Court's issuance of court-supervised notice, been employed by Defendants as Construction Workers, or similarly situated positions. 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. Unpaid overtime pay and liquidated damages permitted by law pursuant to the NYLL;

D. Unpaid non-overtime pay and liquidated damages permitted by law pursuant to the NYLL;

E. Statutory damages, as provided for by N.Y. Lab. Law § 198, for Defendants' violations of the notice and recordkeeping requirements pursuant to N.Y. Lab. Law § 195;

F. Certification of this case as a class action pursuant to Rule 23;

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

H. Pre-judgment and post-judgment interests as provided by law;

I. Appropriate equitable and injunctive relief to remedy violations, including, but not necessarily limited to, an order enjoining Defendants from continuing its unlawful practices;

J. Attorneys' fees and costs of the action;

K. Issuance of a declaratory judgment that the practices complained of in this action are unlawful under N.Y. Lab. Law § 190 *et seq*.;

L. An injunction requiring Defendants to cease the unlawful activity described herein pursuant to N.Y. Lab. Law § 190 *et seq*.;

M. Reasonable incentive awards for Plaintiffs to compensate them for the time they spent attempting to recover wages for the Class and for the risks they took in doing so; and

N. Such other and further relief this Court shall deem just and proper.

Dated: New York, New York
August 6, 2019

Respectfully submitted,

By: s/ Troy L. Kessler

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