

**SUPREME COURT OF NEW YORK STATE  
WESTCHESTER COUNTY**

|                                   |   |                  |
|-----------------------------------|---|------------------|
| X-----X                           | : |                  |
|                                   | : |                  |
| MAURICIO BRAVO, DANIEL VARGAS,    | : |                  |
| LETICIA ROMERO, IRVIN RAMOS, JUAN | : |                  |
| JOSE MACARENO MORALES, VICTOR     | : |                  |
| MATA, AND NICOLAS MACARENO        | : | Index No. _____  |
| MORALES,                          | : |                  |
|                                   | : |                  |
| Plaintiffs                        | : |                  |
|                                   | : |                  |
| v.                                | : |                  |
|                                   | : | <b>COMPLAINT</b> |
|                                   | : |                  |
| LHC CONSTRUCTION MANAGEMENT,      | : |                  |
| LLC                               | : |                  |
|                                   | : |                  |
|                                   | : |                  |
| Defendant                         | : |                  |
| X-----X                           | : |                  |

Mauricio Bravo, Daniel Vargas, Leticia Romero, Irvin Ramos, Juan Jose Macareno Morales, Victor Mata, and Nicolas Macareno Morales (together “Plaintiffs”), through their attorneys Catholic Migration Services, state and allege as follows:

**PRELIMINARY STATEMENT**

1. Plaintiffs performed construction work building a new Holiday Inn Express in Westchester County in December 2022 and January 2023, and received no wages for two weeks of their work in January 2023.

2. Defendant was the general contractor at the construction site where Plaintiffs worked, and is legally responsible for payment of the Plaintiff’s wages and other N.Y. Labor Law violations pursuant to N.Y. Labor Law § 198-e.

3. Plaintiffs seek to recover their unpaid wages, liquidated damages, pre-judgment and post-judgment interest, and reasonable attorneys’ fees and costs, pursuant to N.Y. Labor Law § 198. Plaintiffs also seek to recover damages for violations of N.Y. Labor Law §§ 195(1)

and (3), which required their employer to provide a notice of wage rate at the time of hire, and to provide pay statements at the time wages were paid.

### **JURISDICTION AND VENUE**

4. Jurisdiction over the Defendants is based upon, inter alia, Section 302(a) of the NY Civil Practice Law and Rules (“CPLR”).

5. The basis for venue in the above-captioned matter is that a majority of the events that form the basis of the dispute occurred in this County. Venue is proper under, inter alia, CPLR Section 503(a).

### **FACTUAL BASIS OF CLAIMS**

6. All of the Plaintiffs performed construction work for varying periods of time on the building of a new Holiday Inn Express located at 43 Church Street, New Rochelle, NY 10801.

7. The Plaintiffs were employees of a subcontractor named Nicky (last name unknown).

8. Nicky (last name unknown) hired the Plaintiffs at varying times in December, 2022 to perform work at the Holiday Inn Express.

9. Nicky (last name unknown) promised to pay Plaintiffs \$25 per hour for their work, and when he paid them for their work, he did pay them at a rate of \$25 per hour.

10. In addition to the work they performed at the Holiday Inn Express in December 2022, all of the Plaintiffs performed construction work at the Holiday Inn Express between January 2, 2023 and January 13, 2023.

11. During the period January 2 and January 13, 2023, the Plaintiffs' workdays were approximately eight and a half hours long with a lunch break of approximately 30-35 minutes.

Each workday throughout this time period included eight hours of compensable work time.

12. None of the Plaintiffs received any wages for the work they performed at the Holiday Inn Express between January 2, 2023 and January 13, 2023.

13. Plaintiff Mauricio Bravo worked on, and was not paid for, the following days: January 2-7 and January 9-13, 2023.

14. Plaintiff Victor Mata worked on, and was not paid for, the following days: January 2-3, January 7, and January 9-13, 2023.

15. Plaintiff Juan Jose Macareno Morales worked on, and was not paid for, the following days: January 3-7 and January 9-13, 2023.

16. Plaintiff Nicolas Macareno Morales worked on, and was not paid for, the following days: January 2-7 and January 9-13, 2023.

17. Plaintiff Irvin Ramos worked on, and was not paid for, the following days: January 3-6 and January 9-13, 2023.

18. Plaintiff Daniel Vargas worked on, and was not paid for, the following days: January 2-7 and January 9-13, 2023.

19. Plaintiff Leticia Romero worked on, and was not paid for, the following days: January 2-6 and January 9-12, 2023.

20. All of the Plaintiffs were "manual workers" within the meaning of N.Y. Labor Law § 190(4).

21. LHC Construction Management, LLC ("LHC") is a New York Domestic Limited Liability Company.

22. LHC has a principal place of business at 1212 Keelersburg Road, Tunkhannock, PA, 18657.

23. LHC was the general contractor for the Holiday Inn Express construction project during the period of Plaintiffs' work there.

24. Upon information and belief, LHC retained Nicky (last name unknown) as a subcontractor to perform certain work at the Holiday Inn Express, including but not limited to sheetrock or drywall installation (also referred to as "taping").

25. LHC is a contractor liable for the wages owed to the Plaintiffs within the meaning of New York Labor Law §198-e.

#### **NOTICE AND PAY STUB VIOLATIONS**

26. None of the Plaintiffs received a notice of wage rate at the time of their hire to work at the Holiday Inn Express worksite, or at any time thereafter, in violation of N.Y. Labor Law § 195(1).

27. None of the Plaintiffs received pay statements at the time they received their pay (during the weeks in which they did receive pay) while working at the Holiday Inn Express worksite, as required by N.Y. Labor Law § 195(3).

#### **PRIOR NOTICE TO DEFENDANT**

28. Plaintiffs, through their legal counsel, notified LHC on several occasions that the Plaintiffs had not been paid their lawfully due wages for the period of January 2 – January 13, 2023.

29. Plaintiffs, through their legal counsel, sent a letter to LHC on February 16, 2023, by mail and email, informing LHC of the workers' unpaid wages and requesting prompt

payment, and stating that if payment was not made then the Plaintiffs may initiate legal action against LHC.

30. Donna (last name unknown) called the Plaintiff's legal counsel on February 23, 2023 and collected information about the alleged claims on behalf of LHC. Upon information and belief, Donna was at that time an employee and agent of LHC.

31. Following the February 23, 2023 phone conversation between Donna (last name unknown) and Plaintiffs' counsel, Plaintiffs' counsel sent timesheets to Donna for the period of January 2, 2023 to January 13, 2023. Plaintiffs' counsel sent the timesheets by email on February 27, 2023, and Donna confirmed receipt on February 28, 2023. Donna stated that she hoped to review them by the end of that week.

32. After Donna's email on February 28, 2023, LHC never communicated with Plaintiffs' counsel again, despite numerous attempts by Plaintiffs' counsel to reach LHC regarding the unpaid wages.

- a. Plaintiffs' counsel sent an email to LHC on March 6, 2023. LHC did not reply.
- b. Plaintiffs' counsel sent an email to LHC on March 8, 2023. LHC did not reply.
- c. Plaintiffs' counsel sent LHC a letter by U.S. Mail and email on March 14, 2023. The letter stated that the Plaintiffs may initiate a case in this Court. LHC did not reply.

### **COUNT I – VIOLATION OF N.Y. LABOR LAW § 191**

33. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

34. The Plaintiffs did not receive any wages for work performed between January 2, 2023 and January 13, 2023, in violation of, inter alia, N.Y. Labor Law § 191.

35. Defendant LHC Construction Management LLC is liable to Plaintiffs for these violations pursuant to N.Y. Labor Law § 198-e(1).

36. Plaintiffs are entitled to recover from Defendant LHC their unpaid wages, liquidated damages, pre-judgment and post-judgment interest, and their attorneys' fees and costs incurred in this action, pursuant to N.Y. Labor Law §§ 198 and 198-e.

### **COUNT II – FAILURE TO PROVIDE NOTICE OF WAGE RATE**

37. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

38. The Plaintiffs did not receive Notices of Wage Rates at the time of hire, or at any time thereafter, in violation of N.Y. Labor Law § 195(1).

39. Defendant LHC Construction Management LLC is liable for such violations pursuant to N.Y. Labor Law § 198-e(1).

40. Plaintiffs are each entitled to recover from the Defendant statutory damages of \$50 for each workday that the violations continued, and reasonable attorneys' fees and costs incurred in this action, pursuant to N.Y. Labor Law § 198(1-b).

### **COUNT III – FAILURE TO PROVIDE PAY STATEMENTS**

41. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

42. The Plaintiffs did not receive pay statements at the time that wages were paid, in violation of N.Y. Labor Law § 195(3).

43. Defendant LHC Construction Management is liable for such violation pursuant to N.Y. Labor Law § 198-e(1).

44. Plaintiffs are each entitled to recover from the Defendant statutory damages of \$250 per workday that the violations continued, up to a maximum of \$5,000 per person, and reasonable attorneys' fees and costs incurred in this action, pursuant to N.Y. Labor Law § 198(1-b).

**PRAYER FOR RELIEF**

WHEREFORE Plaintiffs respectfully request that judgment be granted:

1. Declaring that Defendant's conduct complained of herein is in violation of the New York Labor Law;
2. Awarding Plaintiffs damages for their unpaid wages;
3. Awarding Plaintiffs liquidated damages;
4. Awarding Plaintiffs damages due to violations of NYLL §195 for failure to provide required wage notices and pay statements;
7. Awarding Plaintiffs the reasonable attorneys' fees and costs incurred in this action;
8. Awarding Plaintiffs pre- and post-judgment interest;
9. Awarding Plaintiffs an order pursuant to NYLL § 198(4) that if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent; and
9. Awarding Plaintiffs any such further relief as may be just and proper.

Dated: Sunnyside, New York  
March 29, 2023

Respectfully submitted,

CATHOLIC MIGRATION SERVICES

*/s/ David A. Colodny*

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