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7 *Attorneys for Plaintiffs*

8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF NEW YORK**

10 Orlando de la Torre Cepeda and Carlos Plata,)
11 *on behalf of themselves and others similarly*)
12 *situated,*)
13 *Plaintiffs,*)

COLLECTIVE ACTION
COMPLAINT

14 -v-)

15 Senator Construction Group Inc., and Atiq)
16 Rehman, *jointly and severally,*)
17 *Defendants.*)

18 **NATURE OF THE ACTION**

19 1. Plaintiffs Orlando de la Torre Cepeda and Carlos Plata ("Plaintiffs"), bring this
20 action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et. seq.* on behalf of
21 themselves and others similarly situated, in order to remedy Defendants' wrongful withholding
22 of Plaintiffs' overtime compensation. Plaintiffs also bring these claims under New York Labor
23 Law ("NYLL"), Article 6, §§ 190 *et. seq.*, as well as the supporting New York State
24 Department of Labor Regulations for violations of overtime wages, and failure of the
25 Defendants to comply with notice and record-keeping requirements.
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27
28

SUMMARY

1
2 2. Plaintiffs were formerly employed by Defendants, Senator Construction Group
3 Inc., and Atiq Rehman (collectively “Defendants”) as construction workers.

4 3. Throughout the course of their employment, Plaintiffs worked in excess of forty
5 (40) hours per week. However, Plaintiffs were paid a fixed salary regardless of the hours they
6 were working and were not paid at the overtime rate for work performed exceeding forty (40)
7 hours per week.

8 4. Defendants engaged in their unlawful conduct pursuant to a corporate policy of
9 minimizing labor costs and denying employees compensation by knowingly violating the
10 FLSA and NYLL.
11

12 5. As a result of Defendants’ actions, Plaintiffs have suffered great hardship and
13 damages.
14

15 6. Defendants' conduct extended beyond the Plaintiffs to all other similarly
16 situated employees. Plaintiffs seek certification of this action as a collective action on behalf of
17 themselves individually and those other similarly situated employees and former employees of
18 Defendants pursuant to 29 U.S.C. § 216(b).
19

20
21 **JURISDICTION AND VENUE**

22 **Federal Question Jurisdiction and Supplemental Jurisdiction**

23 7. This Court has original subject matter jurisdiction over this action under 28
24 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,
25 namely, the Fair Labor Standards Act and 29 U.S.C. §201 *et seq.* Additionally, this Court has
26 supplemental jurisdiction over Plaintiffs’ state law claims under 28 U.S.C. §1367(a).
27
28

1 **Personal Jurisdiction**

2 8. This Court may properly maintain personal jurisdiction over Defendants under
3 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and
4 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply
5 with traditional notions of fair play and substantial justice.
6

7 **Venue**

8 9. Venue is proper in the Eastern District of New York under 28 U.S.C. §§ 1391
9 (b) (1) and (2) because Defendants reside and conduct business in this judicial district and
10 because a substantial part of the acts or omissions giving rise to the claims set forth herein
11 occurred in this judicial district.
12

13
14 **THE PARTIES**

15 **Plaintiffs**

16 **Orlando de la Torre Cepeda**

17 10. Plaintiff Orlando de la Torre Cepeda ("Cepeda") is an adult individual residing
18 in the state of New York, County of Queens.

19 11. Cepeda is a covered employee within the meaning of the FLSA, 29 U.S.C. §
20 203(e) and the NYLL § 190.
21

22 12. Cepeda was employed by Senator Construction Group Inc., owned by
23 Defendant Atiq Rehman, from February 2016 to July 2016 and later on from June 2017 to mid-
24 October 2017. He worked in different locations, depending on the location of his assigned
25 construction site. Most of these construction sites were located in Queens, NY and Brooklyn,
26 NY.
27

28 13. Cepeda's duties included carrying bricks and other equipment to and on active

1 construction sites, cleaning these same sites, corking, demolition work, pouring concrete, and
2 waterproofing.

3 14. Cepeda was not involved in the hiring or firing of employees.

4 15. Cepeda regularly handled goods in interstate commerce throughout the course
5 of his employment with Defendants, such as building materials and equipment typically used
6 in the construction industry, imported from other U.S. states and from all over the world.
7

8 16. During the period of his employment with Defendants, Cepeda typically worked
9 six (6) days per week, from Monday to Saturday, from 7:00 a.m. to 5:30 p.m. However,
10 depending on the amount of work assigned to him, he frequently worked later than that, until
11 6:30 p.m. *See Exhibit A*, sample of Cepeda's time sheets. Cepeda would frequently take a
12 lunch break that would not exceed half an hour.
13

14 17. Accordingly, Cepeda worked approximately sixty (60) hours, or more, per
15 week, throughout his employment with the Defendants. The exact hours worked by Cepeda
16 each week can be determined from time sheets kept by Defendants on a daily basis. *See*
17 **Exhibit A**.
18

19 18. During his initial employment period, from February 2016 to July 2016, Cepeda
20 was compensated at an hourly rate of Fifteen Dollars (\$15.00) per hour for all hours worked,
21 payable weekly.
22

23 19. During his second employment period, from June 2017 to mid-October 2017,
24 Cepeda was compensated at an hourly rate of Eighteen Dollars (\$18.00) per hour for all hours
25 worked, payable weekly.

26 20. Payments would often be delayed and in some instances, Cepeda received
27 checks which bounced because of insufficient funds.
28

1 21. Defendants repeatedly suffered or permitted Cepeda to work in excess of forty
2 (40) hours per week without paying him the appropriate premium overtime pay of one and one-
3 half times his regular rate of pay.

4 22. Cepeda was never provided with wage statements or other records detailing,
5 *inter alia*, Plaintiff's regular hourly rate of pay; the overtime rate of pay; the number of regular
6 hours worked; and the number of overtime hours worked at any point during the time of his
7 employment with Defendants.
8

9 23. Cepeda was not provided with a wage notice containing, *inter alia*, the rate and
10 basis of his pay; the designated pay date; and the employer's name, address and telephone
11 number at the time of hiring or at any point thereafter.
12

13 24. Upon information and belief, while Defendants employed Cepeda, they failed to
14 post notices explaining the minimum and overtime wage rights of employees under the FLSA
15 and NYLL and failed to inform Cepeda of such rights.
16

17 25. Throughout the duration of his employment, Cepeda did not have any
18 supervisory authority over any of Defendants' employees, nor did he exercise discretion or
19 independent judgment with respect to matters of significance.

20 26. Cepeda consented in writing to be a party to the FLSA claims in this action,
21 pursuant to 29 U.S.C. §216(b).
22

23 27. Cepeda has personal knowledge of other employees of Defendants who are
24 similarly situated and who also worked hours for which they were not paid overtime wages.

25 **Carlos Plata**

26 28. Plaintiff Carlos Alexander Plata Romero ("Plata") is an adult individual residing
27 in the state of New York, County of Queens.
28

1 29. Plata is a covered employee within the meaning of the FLSA, 29 U.S.C. §
2 203(e) and the NYLL § 190.

3 30. Plata was employed by Senator Construction Group Inc., owned by Defendant
4 Atiq Rehman, from July 2017 to mid-October 2017. He worked in different locations,
5 depending on the location of his assigned construction site. Most of these construction sites
6 were located in Queens, NY and Brooklyn, NY.

7 31. Plata's duties included carrying bricks and other equipment to and on active
8 construction sites, cleaning these same sites, corking, demolition work, pouring concrete, and
9 waterproofing.
10

11 32. Plata was not involved in the hiring or firing of employees.

12 33. Plata regularly handled goods in interstate commerce throughout the course of
13 his employment with Defendants, such as building materials and equipment typically used in
14 the construction industry, imported from other U.S. states and from all over the world.
15

16 34. During the period of his employment with Defendants, Plata typically worked
17 six (6) days per week, from Monday to Saturday, from 7:00 a.m. to 5:30 p.m. However,
18 depending on the amount of work assigned to him, he frequently worked later than that, until
19 6:30 p.m. *See Exhibit A*, sample of Plata's time sheets. Cepeda would frequently take a lunch
20 break that would not exceed half an hour.
21

22 35. Accordingly, Plata worked approximately sixty (60) hours, or more, per week,
23 throughout his employment with the Defendants. The exact hours worked by Plata each week
24 can be determined from time sheets kept by Defendants on a daily basis. *See Exhibit A*.
25

26 36. Throughout his employment with Defendants, Plata was compensated at an
27 hourly rate of Eighteen Dollars (\$18.00) per hour for all hours worked, payable weekly.
28

1 37. Payments would often be delayed and in some instances, Plata received checks
2 which bounced because of insufficient funds.

3 38. Defendants repeatedly suffered or permitted Plata to work in excess of forty
4 (40) hours per week without paying him the appropriate premium overtime pay of one and one-
5 half times his regular rate of pay.

6 39. Plata was not provided with a wage notice containing the rate and basis of his
7 pay; the designated pay date; and the employer's name, address and telephone number at the
8 time of hiring or at any point thereafter.

9 40. Plata was never provided with wage statements or other records detailing, *inter*
10 *alia*, Plata's regular hourly rate of pay; the overtime rate of pay; the number of regular hours
11 worked; and/or the number of overtime hours worked at any point during the time of his
12 employment with Defendants.

13 41. Upon information and belief, while Defendants employed Plata, they failed to
14 post notices explaining the minimum wage rights of employees under the FLSA and NYLL
15 and failed to inform Plata of such rights.

16 42. Throughout the duration of his employment, Plata did not have any supervisory
17 authority nor did he exercise discretion or independent judgment with respect to matters of
18 significance.

19 43. Plata consented in writing to be a party to the FLSA claims in this action,
20 pursuant to 29 U.S.C. §216(b).

21 44. Plata has personal knowledge of other employees of Defendants who are
22 similarly situated and who also worked hours for which they were not paid overtime wages.
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Defendants

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2 45. At all relevant times, Individual and Corporate Defendants were joint employers
3 of Plaintiffs, acted in the interest of each other with respect to Plaintiffs' and other employees'
4 remuneration, and had common policies and practices as to wages and hours, pursuant to 29
5 C.F.R. § 791.2 and NYLL § 2.
6

Corporate Defendant

Senator Construction Group Inc.

7
8
9 46. Senator Construction Group Inc. is a domestic corporation formed on
10 November 21, 2006, organized and existing under the laws of the State of New York.
11

12 47. Senator Construction Group Inc. owns and operates a construction business in
13 New York.

14 48. The central focal point of operations for the Defendants' business was at 11-11
15 44th Drive, Long Island City, NY 11101, and 1639 Hendrickson Street, Brooklyn, NY 11234.
16

17 49. At all relevant times, Senator Construction Group Inc. was a covered employer
18 within the meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.

19 50. At all relevant times, Senator Construction Group Inc. maintained control,
20 oversight, and direction over the Plaintiffs, including timekeeping, payroll and other
21 employment practices that applied to them.
22

23 51. At all relevant times, Senator Construction Group Inc. was "an enterprise
24 engaged in commerce" within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its
25 employees handled goods and/or materials that have been imported, produced, and/or
26 distributed in interstate commerce. Additionally, Senator Construction Group Inc. conducted
27 business with vendors and other businesses outside the State of New York and engaged in
28

1 credit card transactions involving banks and other institutions outside the State of New York.

2 52. Upon information and belief, at all relevant times, Senator Construction Group
3 Inc.'s annual gross volume of sales made, or business done, was not less than Five Hundred
4 Thousand Dollars (\$500,000.00) exclusive of separate retail excise taxes, within the meaning
5 of the FLSA, 29 U.S.C. § 203(s)(1)(A)(ii).
6

7 **Individual Defendant**

8 **Atiq Rehman**

9 53. Upon information and belief, at all relevant times throughout Plaintiffs'
10 employment, Atiq Rehman ("Individual Defendant") was owner, principal, authorized
11 operator, manager, shareholder and/or agent of the Corporate Defendant.
12

13 54. At all relevant times throughout Plaintiffs' employment, Individual Defendant
14 had the discretionary power to create and enforce personnel decisions on behalf of the
15 Corporate Defendant, including but not limited to: hiring and terminating employees; setting
16 and authorizing issuance of wages; maintaining employee records; setting Plaintiffs' schedule;
17 negotiating Plaintiffs' rate of pay; instructing, supervising and training Plaintiffs; and
18 otherwise controlling the terms and conditions for the Plaintiffs while they were employed by
19 Defendants.
20

21 55. At all relevant times throughout Plaintiffs' employment, Individual Defendant
22 was actively involved in the day-to-day operations of both Corporate Defendant.
23

24 56. At all relevant times throughout Plaintiffs' employment, Individual Defendant
25 was a "covered employer" within the meaning of the FLSA and the NYLL, and employed or
26 jointly employed Plaintiffs, and is personally liable for the unpaid wages sought herein,
27 pursuant to 29 U.S.C. § 203(d) and NYLL § 2.
28

COLLECTIVE ACTION ALLEGATIONS

1
2 57. Pursuant to 29 U.S.C. §§ 203, 207, and 216(b), Plaintiffs bring their First cause
3 of action as a collective action under the FLSA on behalf of themselves and the following
4 collective:

5 All persons employed by Defendants at any time from February
6 18, 2015 to the present day (the “Collective Action Period”) who
7 worked as construction workers, and other non-exempt employees
8 of the Defendants (the “Collective Action Members”).

9
10 58. A collective action is appropriate in these circumstances because Plaintiffs and
11 the Collective Action Members are similarly situated, in that they were all subject to
12 Defendants' illegal policies of failing to pay overtime wage for all hours worked above 40
13 hours per week.

14
15 59. Plaintiffs and the Collective Action Members have substantially similar job
16 duties and are paid pursuant to a similar, if not the same, payment structure.

17
18 60. The claims of the Plaintiffs stated herein are similar to those of the other
19 employees.

20 **FIRST CAUSE OF ACTION**

21 **Fair Labor Standards Act – Unpaid Overtime Wages**

22
23 61. Plaintiffs reallege and incorporate by reference all allegations made in all
24 preceding paragraphs as if fully set forth herein.

25
26 62. At all relevant times, Plaintiffs, and the Collective Action members, were
27 employees of and employed by the Defendants within the meaning of the FLSA, 29 U.S.C. §
28 203(d), (e)(1), and (g).

1 63. At all times relevant, Defendants have been employers of Plaintiffs and the
2 Collective Action members, have engaged in commerce and/or the production of goods for
3 commerce within the meaning of 29 U.S.C. §§ 203 (s)(1) and 207(a).

4 64. The overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207(a)(1) and
5 the supporting federal regulations apply to Defendants and protect Plaintiffs and the Collective
6 Action Members.

7 65. Defendants failed to pay Plaintiffs and the Collective Action Members overtime
8 wages at a rate of one and one-half times the regular rate at which they were employed, but
9 under no instance less than one and one-half times the statutory minimum wage for all hours
10 that they worked in excess of forty (40) hours per workweek.

11 66. Defendants' unlawful conduct, as described in this Complaint, has been willful
12 and intentional. Defendants were aware, or should have been aware, that the practices described
13 in this Complaint were unlawful.

14 67. Defendants failed to post or keep posted conspicuous notices of Plaintiffs' rights
15 as required by the U.S. Department of Labor pursuant to 29 C.F.R. § 516.4, further evincing
16 Defendants' lack of good faith.

17 68. Because Defendants' violations of the FLSA have been willful, a three-year
18 statute of limitations applies pursuant to 29 U.S.C. § 255(a).

19 69. As a result of the Defendants' violations of the FLSA, Plaintiffs and the
20 Collective Action Members have been deprived of overtime compensation and other wages in
21 amounts to be determined at trial, and are thus entitled to recovery of such amounts, liquidated
22 damages, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).

SECOND CAUSE OF ACTION

New York Labor Law – Unpaid Overtime Wages

1
2
3 70. Plaintiffs reallege and incorporate by reference all allegations in all preceding
4 paragraphs.

5 71. At all relevant times referenced herein, Plaintiffs were employees of the
6 Defendants, and Defendants were employers of the Plaintiffs within the meaning of the NYLL
7 §§ 190, 651 (5), 652, and other supporting New York State Department of Labor regulations.

8
9 72. The overtime wage provisions, as set forth in NYLL §§ 190 *et seq.* and the
10 supporting New York State Department of Labor regulations apply to Defendants and protect
11 Plaintiffs.

12
13 73. Defendants have failed to pay Plaintiffs overtime wages to which they are
14 entitled at the wage rate of one and one-half times their regular rate, but under no instance less
15 than one and one-half times the statutory minimum wage rate, as defined by New York State
16 Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.2.

17
18 74. Through their knowing or intentional failure to pay Plaintiffs their duly earned
19 overtime wages for hours worked in excess of forty (40) hours per workweek, Defendants have
20 violated the NYLL §§ 190 *et seq.* and supporting New York State Department of Labor
21 regulations.

22
23 75. Defendants' failure to pay Plaintiffs their overtime compensation lacked a good
24 faith basis within meaning of NYLL § 663.

25 76. Defendants also failed to post conspicuous notices of the Plaintiffs' rights under
26 the law, as required by NYLL § 661 and New York State Department of Labor regulations, 12
27 N.Y.C.R.R. Part 142-2.8, further evidencing Defendants' lack of good faith.
28

1 77. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recovery of
2 their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable
3 attorneys' fees and costs of the action, pre-judgment and post-judgment interest, pursuant to
4 NYLL § 198 (1-a).

5
6 **THIRD CAUSE OF ACTION**

7 **New York Labor Law – Failure to Provide Notice at Time of Hiring**

8 78. Plaintiffs reallege and incorporate by reference all allegations in all preceding
9 paragraphs.

10 79. Defendants failed to provide Plaintiffs at the time of hiring or at any point
11 thereafter, a notice containing their rate of pay and basis thereof, whether they were to be paid
12 by the hour, shift, day, week, salary, piece, commission, or other; the regular pay day designated
13 by the employer; the physical address of the employer's main office or principal place of
14 business; the telephone number of the employer, and any additional information otherwise
15 required by law, in violation of NYLL § 195(1).
16

17 80. Due to Defendants' violations of the NYLL § 195(1), Plaintiffs are entitled to
18 recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the violation
19 occurred, up to a maximum of Five Thousand Dollars (\$5,000) pursuant to NYLL § 198 (1-b).
20

21 **FOURTH CAUSE OF ACTION**

22 **New York Labor Law - Failure to Provide Wage Statements**

23 81. Plaintiffs reallege and incorporate by reference all allegations in all preceding
24 paragraphs.
25
26
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28

1 82. Defendants have failed to provide Plaintiffs with wage statements listing, *inter*
2 *alia*, their regular rate of pay; basis of pay; and overtime rate of pay, in violation NYLL § 195
3 (3).

4 83. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover
5 from Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per workday that
6 the violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL
7 § 198 (1-d).
8

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiffs seek the following relief:

11 A. Designating this action as a collective action and authorizing prompt issuance of
12 notice pursuant to 29 U.S.C. § 216(b) to all putative collective action members, apprising them
13 of the pendency of this action, and permitting them promptly to file consents to be Plaintiff in
14 the FLSA claims in this action;
15

16 B. Issuance of a declaratory judgment that the practices complained of in this
17 complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New
18 York Labor Law, Article 6, §§ 190 *et seq.*, and supporting New York State Department of
19 Labor regulations;
20

21 C. Unpaid overtime wages under the FLSA and an additional and equal amount as
22 liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting United States
23 Department of Labor regulations;
24

25 D. Unpaid overtime wages under the NYLL, and an additional and equal amount as
26 liquidated damages pursuant to NYLL §198(1-a) and § 663(1);
27
28

1 E. Civil penalties of One Thousand One Hundred Dollars (\$1,100.00) for each of
2 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);

3 F. An award of statutory damages for Defendants' failure to provide Plaintiffs with
4 wage notices at the time of their respective hiring, or at any point thereafter, pursuant to NYLL
5 § 198 (1-b);

6 G. An award of statutory damages for Defendants' failure to provide Plaintiffs with
7 wage statements, pursuant to NYLL § 198 (1-d);

8 H. A permanent injunction requiring Defendants to pay all statutorily required
9 wages pursuant to the FLSA and NYLL;

10 I. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b) are not awarded,
11 an award of prejudgment interest pursuant to 28 U.S.C. § 1961;

12 J. An award of pre-judgment interest of nine per cent per annum (9%) pursuant to
13 the New York Civil Practice Law and Rules §§ 5001-5004;

14 K. An award of post-judgment interest pursuant to 28 U.S.C. § 1961 and/or the
15 New York Civil Practice Law and Rules § 5003;

16 L. An award of attorney's fees, costs, and further expenses up to Fifty Dollars
17 (\$50.00), pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

18 M. Such other relief as this Court shall deem just and proper.
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23
24 Dated: New York, New York
February 18, 2018
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Respectfully submitted,
PARDALIS & NOHAVICKA, LLP

By: /s/Ariadne Panagopoulou
Ariadne Panagopoulou (AP-2202)
Attorneys for Plaintiffs
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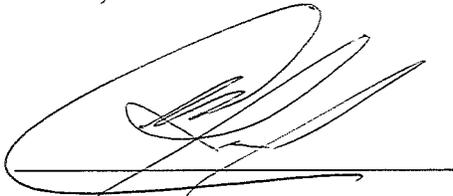
NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. 216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against **Senator Construction Group Incorporated** and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. Section 216(b). I hereby designate Pardalis & Nohavicka LLP to represent me in such a lawsuit.

Dated: 12/27/2017

Astoria, New York



Signature

Carlos Plata

Print Name

95-19 103 Rd Ozone Park Queens

Address

347-3553667

Telephone

NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. 216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against **Senator Construction Group Incorporated** and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. Section 216(b). I hereby designate Pardalis & Nohavicka LLP to represent me in such a lawsuit.

Dated: 12/27/2017

Astoria, New York



Signature

Orlando De la Torre Cepeda

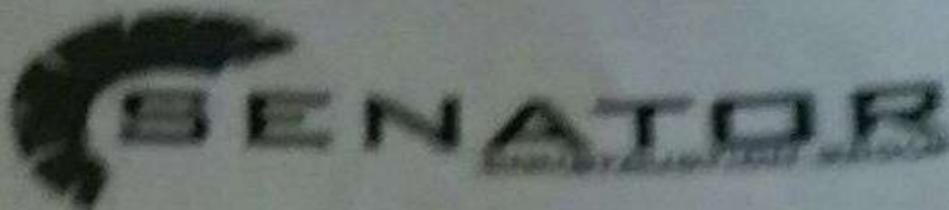
Print Name

5207 94th Street
Elmhurst - 3rd floor - 11373

Address

1-845-287-3390

Telephone



247 W 25th Street Suite 401 NY NY 10001

DAILY ATTENDANCE SHEET

PROJECT NAME: 7-17-17

ADDRESS:

DATE: MON JAN 02 2017

No.	NAME	POSITION	IN	OUT	SIGNATURE
1	Fernando Lopez	F	7:00	5:30	[Signature]
2	José A Biedma	M	7:00	3:30	[Signature]
3	Guillermo Boria	M	7:00	3:30	[Signature]
4	Alvaro Mardones	M	7:00	3:30	[Signature]
5	Roberto Moris	M	7:00	3:30	[Signature]
6	Fernando Bado	M	7:00	5:30	[Signature]
7	Felix Porcillo	L	7:00	5:30	[Signature]
8	Agustín Delgado	M	7:00	3:30	[Signature]
9	Rafael Lopez	L	7:00	5:30	[Signature]
10	Orlando De la Torre	L	7:00	5:30	[Signature]
[Redacted Row]					
11	Eliezer Digo	L	7:00	5:30	[Signature]
12	Carlos Plata	L	7:00	5:30	[Signature]
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14					
15					
16					
17					
18					
19					
20					



247 W 35th Street Suite 401 NY, NY 10001

DAILY ATTENDANCE SHEET

PROJECT NAME: _____
 ADDRESS: _____
 DATE: 25007-2017

No.	NAME	POSITION	IN	OUT	SIGNATURE	QUANTITY
17	FERNANDO FERRAZ	F	7:00	5:30	[Signature]	
18	JOSE A. PIEDRA	M	7:00	3:50	[Signature]	
19	Guadalupe Osoni	M	7:00	3:30	[Signature]	
20	Norberto Morales	M	7:00	3:30	[Signature]	
21	Ramon Roca	M	7:00	3:30	[Signature]	
22	Jose Hernandez	M	7:00	3:30	[Signature]	-
23	Leodegario Avila	M	7:00	3:30	[Signature]	-
24	Agustin Delgado	M	7:00	3:30	[Signature]	
25	Francisco Prado	L	7:00	5:30	[Signature]	
26	Felix Portillo	L	7:00	5:30	[Signature]	
27	CESAR DIAZ	L	7:00	5:30	[Signature]	
28	Oslando Delatorre	L	7:00	5:30	[Signature]	
29	Carlos Plata	L	7:00	5:30	[Signature]	
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35						

SKE
32, A



247 W 35th Street Suite 401 NY, NY 10001

DAILY ATTENDANCE SHEET

PROJECT NAME: MONYAGUE
 ADDRESS: _____
 DATE: 31-07-2017

No.	NAME	POSITION	IN	OUT	SIGNATURE	QUANTITY
1	Fernando Gonzalez	F	7:00		[Signature]	
2	JUAN DOLORES	M	7:00	3:30	[Signature]	
3	JOSE PIEDRA	M	7:00	3:30	[Signature]	
4	Guadalupe Osorio	M	7:00	3:30	[Signature]	
5	Norberto Morales	M	7:00	3:30	[Signature]	
6	Arturo Vazquez	M	7:00	3:30	[Signature]	
7	Ramon Rosales	M	7:00	3:30	[Signature]	
8	Francisco Prado	L	7:00	3:00	[Signature]	
9	Agustin Pedraza	M	7:00	3:30	[Signature]	
10	Carlos Plata	L	7:00	5:30	[Signature]	
11	OMAR Texcatteotl	L	7:00	5:30	[Signature]	
12	Felix Portillo	L	7:00	5:30	[Signature]	
13	Oliver Herrera	L	7:00	5:30	[Signature]	
14	Osberto De la Torre	L	7:00	5:30	[Signature]	
15	Rafael Lopez	L	7:00	5:30	[Signature]	
16						

MATERIALS AND/OR EQUIPMENTS DELIVERED

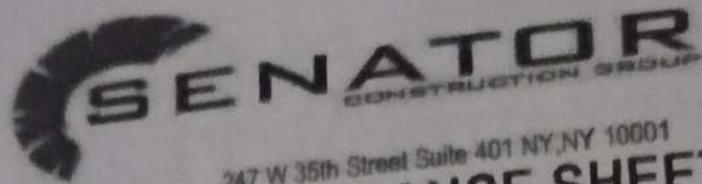


247 W 35th Street Suite 401 NY, NY 10001

DAILY ATTENDANCE SHEET

PROJECT NAME: MONTEGOVE RIVERPORT
 ADDRESS: _____
 DATE: 3-08-2017

No.	NAME	POSITION	IN	OUT	SIGNATURE	QUANT
1	ERENDOSO GONZALEZ	F	7:00	5:30	[Signature]	
2	DANIEL GARCIA	L	7:00	5:30	[Signature]	
3	ORLANDO NEUTOLLE	L	7:00	5:30	[Signature]	
4	JOSE PIEDRA	M	7:00	3:30	[Signature]	
5	Norberto Morales	M	7:00	3:30	[Signature]	
6	JUAN DOLORE	M	7:00	3:30	[Signature]	
7	Ramon Rosales	M	7:00	2:30	[Signature]	
8	Guadalupe Borio	M	7:00	3:30	[Signature]	
9	Arturo Vazquez	M	7:00	3:30	[Signature]	
10	Francisco Prado	L	7:00	3:30	[Signature]	
11	Agustin Delgado	M	7:00	3:30	[Signature]	
12	Rafael Lopez	L	7:00	5:30	[Signature]	
13	Oliver Herrera	L	7:00	5:30	[Signature]	
14	Felix Portillo	L	7:00	5:30	[Signature]	
15	Eshon Wallfall	L	7:00	5:30	[Signature]	
16	CARLOS PLATA	L	7:00	5:30	[Signature]	

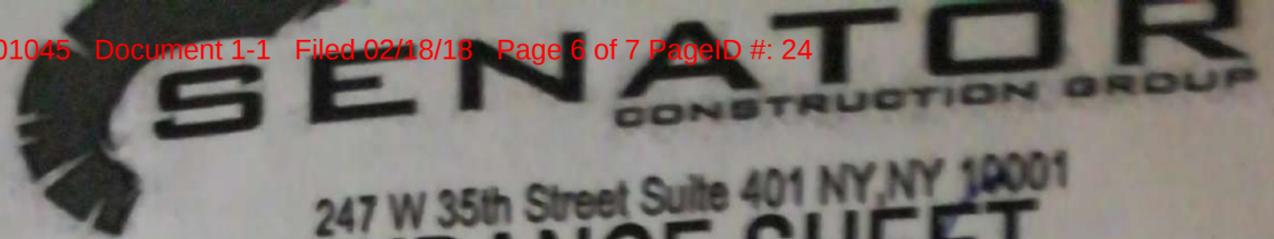


247 W 35th Street Suite 401 NY, NY 10001

DAILY ATTENDANCE SHEET

PROJECT NAME: MONTAGUE
 ADDRESS: 2-08-2017
 DATE: 2-08-2017

No.	NAME	POSITION	IN	OUT	SIGNATURE	QUANTITY
17	Fernando Gonzalez	F	3:30	5:30	[Signature]	
18	Jose Piedra	M	7	5:30	[Signature]	
19	Norberto Morales	M	7:00	3:30	[Signature]	
20	Guadalupe Osorio	M	7:00	3:30	[Signature]	
21	JUAN DOMINGOS	M	7:00	3:30	[Signature]	
22	Ramon Rosales	M	7:00	3:30	[Signature]	
23	Agustin Delgado	M	7:00	3:30	[Signature]	
24	Arturo Vazquez	M	7:00	3:30	[Signature]	
25	Esteban Wallfall	L	7:00	5:30	[Signature]	
26	Eliezer Diaz	L	7:00	5:30	[Signature]	
27	Felix Portillo	L	7:00	5:30	[Signature]	
28	Carlos Plata	L	7:00	5:30	[Signature]	
29	Alberto Romero	L	7:00	5:30	[Signature]	
30	Luis Villanueva	L	7:00	5:30	[Signature]	
31	Orlando De la Torre	L	7:00	5:30	[Signature]	
32						
33						
34						
35						



247 W 35th Street Suite 401 NY, NY 10001

DAILY ATTENDANCE SHEET

PROJECT NAME: _____

ADDRESS: _____

DATE: 7-08-2017

No.	NAME	POSITION	IN	OUT	SIGNATURE
1	Fernando Gonzalez	F	7:00	5:30	[Signature]
2	Agustin Delgado	Z-2	M	3:30	[Signature]
3	Luis Villanueva	7:00	L	3:30	[Signature]
4	Guadalupe Berio	7:00	M	3:30	[Signature]
5	Ramon Rosales	7:00	M	3:30	Ramon
6	JOSE PIEDRA	T	M	3:30	[Signature]
7	Norberto Morales	7:00	M	3:30	[Signature]
8	DANIEL GARCIA	L	7:00	5:30	[Signature]
9	Orlando De la Torre	L	7:00	5:30	[Signature]
10	Felix Portillo	L	7:00	5:30	[Signature]
11	Carlos Plata	L	7:00	5:30	[Signature]
12					
13					
14					
15					
16					

MATERIALS AND/OR EQUIPMENTS DELIVERED

JS 44 (Rev. 01/29/2018)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS Orlando de la Torre Cepeda and Carlos Plata, on behalf of themselves and others similarly situated,</p> <p>(b) County of Residence of First Listed Plaintiff _____ <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Pardalis & Nohavicka, LLP 950 Third Avenue, 25th Floor, New York, New York 10022 Tel: 718.777.0400</p>	<p>DEFENDANTS Senator Construction Group Inc., and Atiq Rehman, jointly and severally,</p> <p>County of Residence of First Listed Defendant <u>Kings</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORECLOSURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
29 USC §§ 201 et. seq.

Brief description of cause:
Unpaid overtime wages

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 200,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

DATE 02/18/2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Ariadne Anna Panagopoulou, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: Ariadne

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Orlando de la Torre Cepeda and Carlos Plata, on behalf of themselves and others similarly situated,

Plaintiff(s)

v.

Senator Construction Group Inc., Senator Construction Corp., and Atiq Rehman, jointly and severally,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Senator Construction Group Inc. 1639 Hendrickson Street Brooklyn, NY 11234

Atiq Rehman 1639 Hendrickson Street Brooklyn, NY 11234

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Pardalis & Nohavicka, LLP 950 Third Avenue, 25th Floor New York, New York 10022 Tel: 718.777.0400 | Fax: 718.777.0599 Email: ari@pnlawyers.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Senator Construction Sued by Two Former Workers Over Allegedly Unpaid Overtime](#)
