

LAW OFFICES OF
ROBERT L. KRASELNIK, PLLC
Robert L. Kraselnik (RK 0684)
261 Madison Avenue, 9th Floor
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Attorneys for Plaintiffs

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

JORGE SIGUENCIA, OMAR RODRIGUEZ,
DE JESUS TORRES, EDISON LUDIZACA
and BRAULIO "MILTON" PENARANDA, on behalf
of themselves and others similarly situated,

Plaintiffs,

v.

VICTORIA CONSULTING & DEVELOPMENT LLC
d/b/a VICTORIA CONSULTING & DEVELOPMENT,
ALFA RENOVATION CORP., ART SHEET METAL
CORP., LOMBARDY CONTRACTING CORP.
and DARIUSZ KNAPIK,

Defendants.

Case No.:

COMPLAINT

Jury Trial Demanded

Plaintiffs, JORGE SIGUENCIA, OMAR RODRIGUEZ, DE JESUS TORRES,
EDISON LUDIZACA and BRAULIO "MILTON" PENARANDA (hereinafter,
"Plaintiffs"), on behalf of themselves and others similarly situated, by and through their
undersigned attorneys, hereby file this Complaint against Defendants, VICTORIA
CONSULTING & DEVELOPMENT LLC d/b/a VICTORIA CONSULTING &
DEVELOPMENT, ALFA RENOVATION CORP., ART SHEET METAL CORP.,

LOMBARDY CONTRACTING CORP. and DARIUSZ KNAPIK (each individually, “Defendant” or, collectively, “Defendants”), and state as follows:

INTRODUCTION

1. Plaintiffs allege, pursuant to the Fair Labor Standards Act, as amended, 29 U.S.C. §§201 *et. seq.* (“FLSA”), that they are entitled to recover from Defendants: (1) unpaid overtime, (2) liquidated damages and (3) attorneys’ fees and costs.

2. Plaintiffs further allege that, pursuant to the New York Labor Law, they are entitled to recover from Defendants: (1) unpaid overtime, (2) unpaid spread of hours premium, (3) liquidated damages and statutory penalties and (4) attorneys’ fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this controversy pursuant to 29 U.S.C. §216(b), 28 U.S.C. §§1331, 1337 and 1343, and has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. §1367.

5. Venue is proper in the Eastern District pursuant to 28 U.S.C. §1391.

PARTIES

6. Plaintiff, JORGE SIGUENCIA, is a resident of Queens County.

7. Plaintiff, OMAR RODRIGUEZ, is a resident of Kings County.

8. Plaintiff, DE JESUS TORRES, is a resident of Queens County.

9. Plaintiff, EDISON LUDIZACA, is a resident of Queens County.

10. Plaintiff, BRAULIO “MILTON” PENARANDA, is a resident of Queens County.

11. Upon information and belief, Defendant, VICTORIA CONSULTING & DEVELOPMENT LLC d/b/a VICTORIA CONSULTING & DEVELOPMENT is a corporation organized under the laws of the State of New York, with a principal place of business and address for service of process both located at 176 Franklin Street, Brooklyn, NY 11222.

12. Upon information and belief, Defendant, ALFA RENOVATION CORP. is a corporation organized under the laws of the State of New York, with a principal place of business and address for service of process both located at 77 Lombardy Street, Brooklyn, NY 11222.

13. Upon information and belief, Defendant, ART SHEET METAL CORP. is a corporation organized under the laws of the State of New York, with a principal place of business and address for service of process both located at 103 Lombardy Street, Brooklyn, NY 11222.

14. Upon information and belief, Defendant, LOMBARDY CONTRACTING CORP. is a corporation organized under the laws of the State of New York, with a principal place of business and address for service of process both located at 103 Lombardy Street, Brooklyn, NY 11222.

15. Upon information and belief, Defendant, DARIUSZ KNAPIK, is the Chairman or Chief Executive Officer of Defendants, VICTORIA CONSULTING & DEVELOPMENT LLC d/b/a VICTORIA CONSULTING & DEVELOPMENT, ALFA RENOVATION CORP., ART SHEET METAL CORP. and LOMBARDY CONTRACTING CORP. DARIUSZ KNAPIK exercised control over the terms and conditions of Plaintiffs' employment and those of similarly situated employees. With

respect to Plaintiffs and other similarly situated employees, he had the power to (i) fire and hire, (ii) determine rate and method of pay and (iii) otherwise affect the quality of employment.

16. At all relevant times, Defendants VICTORIA CONSULTING & DEVELOPMENT LLC d/b/a VICTORIA CONSULTING & DEVELOPMENT, ALFA RENOVATION CORP., ART SHEET METAL CORP. and LOMBARDY CONTRACTING CORP. were and continue to be an “enterprise engaged in commerce” within the meaning of the FLSA.

17. At all relevant times, the work performed by Plaintiffs was directly essential to the business operated by Defendants.

18. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiffs their lawfully earned overtime wages in direct contravention of the FLSA and the New York Labor Law.

19. At all relevant times, Defendants knowingly and willfully failed to pay Plaintiffs their lawfully earned spread of hours premium in direct contravention of the New York Labor Law.

20. Plaintiffs have fulfilled all conditions precedent to the institution of this action and/or such conditions have been waived.

STATEMENT OF FACTS

21. On or about December 2, 2007, Plaintiff, JORGE SIGUENCIA, was hired by Defendants to work as a construction worker for Defendants’ construction companies located at 176 Franklin Street, Brooklyn, NY 11222; 77 Lombardy Street, Brooklyn, NY 11222; and 103 Lombardy Street, Brooklyn, NY 11222.

22. Plaintiff, JORGE SIGUENCIA, worked for Defendants until on or about December 2, 2017.

23. Plaintiff, JORGE SIGUENCIA, worked approximately 52.5 hours per week. Specifically, for example, in the week of September 25, 2017 through September 30, 2017, he worked as follows:

9/25/2017	7:30am-5:00pm
9/25/2017	7:30am-5:00pm
9/26/2017	7:30am-5:00pm
9/27/2017	7:30am-5:00pm
9/28/2017	7:30am-5:00pm
9/29/2017	7:30am-5:00pm
9/30/2017	off

Plaintiff received a 45 minute break each workday. Plaintiff remained with this schedule for the duration of his employment with Defendants. At the start of his employment by Defendants, Plaintiff received an hourly rate of \$11. Plaintiff's hourly rate gradually increased throughout Plaintiff's employment with Defendants, culminating in an hourly rate of \$20. From on or about December 2, 2007 until on or about December 31, 2016, Plaintiff was paid in cash. Thereafter, and for the remainder of Plaintiff's employment with Defendants, Plaintiff was paid by company checks. Plaintiff was not paid the overtime rate of time and one-half for any hours worked past 40 in a workweek.

24. On or about December 24, 2015, Plaintiff, OMAR RODRIGUEZ, was hired by Defendants to work as a construction worker for Defendants' construction companies

located at 176 Franklin Street, Brooklyn, NY 11222; 77 Lombardy Street, Brooklyn, NY 11222; and 103 Lombardy Street, Brooklyn, NY 11222.

25. Plaintiff, OMAR RODRIGUEZ, worked for Defendants until on or about December 15, 2016.

26. Plaintiff, OMAR RODRIGUEZ, worked approximately 52.5 hours per week. Specifically, for example, in the week period from September 25, 2016 through September 30, 2016, he worked as follows:

9/25/2016	off
9/26/2016	7:30am-5:00pm
9/27/2016	7:30am-5:00pm
9/28/2016	7:30am-5:00pm
9/29/2016	7:30am-5:00pm
9/30/2016	7:30am-5:00pm
10/1/2016	7:30am-5:00pm

Plaintiff received a 45 minute break each workday. Plaintiff remained with this schedule for the duration of his employment with Defendants. At the start of his employment by Defendants, Plaintiff received an hourly rate of \$15. On or about December 7, 2016, Plaintiff's hourly rate was raised to \$16 where it remained until the end of his tenure with Defendants. Throughout Plaintiff's employment with Defendants, Plaintiff was paid by company checks. Plaintiff was not paid the overtime rate of time and one-half for any hours worked past 40 in a workweek.

27. In or about August of 2015, Plaintiff, DE JESUS TORRES, was hired by Defendants to work as a construction worker for Defendants' construction companies

located at 176 Franklin Street, Brooklyn, NY 11222; 77 Lombardy Street, Brooklyn, NY 11222; and 103 Lombardy Street, Brooklyn, NY 11222.

28. Plaintiff, DE JESUS TORRES, worked for Defendants until on or about December 15, 2017.

29. Plaintiff, DE JESUS TORRES, worked approximately 52.5 hours per week. Specifically, for example, in the week period from September 30, 2017 through September 30, 2017, he worked as follows:

9/25/2017	7:30am-5:00pm
9/25/2017	7:30am-5:00pm
9/26/2017	7:30am-5:00pm
9/27/2017	7:30am-5:00pm
9/28/2017	7:30am-5:00pm
9/29/2017	7:30am-5:00pm
9/30/2017	off

Plaintiff received a 45 minute break each workday. Plaintiff remained with this schedule for the duration of his employment with Defendants. At the start of his employment by Defendants, Plaintiff received an hourly rate of \$15. On or about December 7, 2017, Plaintiff's hourly rate was raised to \$17 where it remained until the end of his tenure with Defendants. Throughout Plaintiff's employment with Defendants, Plaintiff was paid by company checks. Plaintiff was not paid the overtime rate of time and one-half for any hours worked past 40 in a workweek.

30. In or about April of 2007, Plaintiff, EDISON LUDIZACA, was hired by Defendants to work as a construction worker for Defendants' construction companies

located at 176 Franklin Street, Brooklyn, NY 11222; 77 Lombardy Street, Brooklyn, NY 11222; and 103 Lombardy Street, Brooklyn, NY 11222.

31. Plaintiff, EDISON LUDIZACA, worked for Defendants until on or about December 15, 2017.

32. Plaintiff, EDISON LUDIZACA, worked approximately 52.5 hours per week. Specifically, for example, in the week period from September 30, 2017 through September 30, 2017, he worked as follows:

9/25/2017	7:30am-5:00pm
9/25/2017	7:30am-5:00pm
9/26/2017	7:30am-5:00pm
9/27/2017	7:30am-5:00pm
9/28/2017	7:30am-5:00pm
9/29/2017	7:30am-5:00pm
9/30/2017	off

Plaintiff received a 45 minute break each workday. Plaintiff remained with this schedule for the duration of his employment with Defendants. Plaintiff received an hourly rate of \$15 throughout his tenure with Defendants. From in or about April of 2007 until on or about December 31, 2016, Plaintiff was paid in cash. Thereafter, and for the remainder of Plaintiff's employment with Defendants, Plaintiff was paid by company checks. Plaintiff was not paid the overtime rate of time and one-half for any hours worked past 40 in a workweek.

33. On or about September 15, 2015, Plaintiff, BRAULIO "MILTON" PENARANDA, was hired by Defendants to work as a construction worker for

Defendants' construction companies located at 176 Franklin Street, Brooklyn, NY 11222; 77 Lombardy Street, Brooklyn, NY 11222; and 103 Lombardy Street, Brooklyn, NY 11222.

34. Plaintiff, BRAULIO "MILTON" PENARANDA, worked for Defendants until on or about September 19, 2017.

35. Plaintiff, BRAULIO "MILTON" PENARANDA, worked approximately 52.5 hours per week. Specifically, for example, in the week period from September 30, 2017 through September 30, 2017, he worked as follows:

9/25/2017	7:30am-5:00pm
9/25/2017	7:30am-5:00pm
9/26/2017	7:30am-5:00pm
9/27/2017	7:30am-5:00pm
9/28/2017	7:30am-5:00pm
9/29/2017	7:30am-5:00pm
9/30/2017	off

Plaintiff received a 45 minute break each workday. Plaintiff remained with this schedule for the duration of his employment with Defendants. Plaintiff received an hourly rate of \$13 throughout his tenure with Defendants. Throughout Plaintiff's employment with Defendants, Plaintiff was paid by company checks. Plaintiff was not paid the overtime rate of time and one-half for any hours worked past 40 in a workweek.

36. Defendants knowingly and willfully operated their business with a policy of not paying either the FLSA overtime rate (of time and one-half) or the New York State

overtime rate (of time and one-half) to the Plaintiffs and other similarly situated employees.

37. Defendants knowingly and willfully operated their business with a policy of not paying the New York State “spread of hours” premium to Plaintiffs and other similarly situated employees.

38. Defendants knowingly and willfully operated their business with a policy of not providing a proper wage statement to Plaintiffs and other similarly situated employees, in violation of the New York Labor Law.

39. Plaintiffs retained the Law Offices of Robert L. Kraselnic, PLLC to represent them and other employees similarly situated in this litigation and have agreed to pay the firm a reasonable fee for its services.

STATEMENT OF CLAIM

COUNT I

VIOLATION OF THE FAIR LABOR STANDARDS ACT

40. Plaintiffs reallege and reaver Paragraphs 1 through 39 of this Complaint as if fully set forth herein.

41. At all relevant times, upon information and belief, Defendants were and continue to be employers engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207 (a). Further, Plaintiffs are covered individuals within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207 (a).

42. At all relevant times, Defendants employed Plaintiffs within the meaning of the FLSA.

43. Upon information and belief, at all relevant times, Defendants, VICTORIA CONSULTING & DEVELOPMENT LLC d/b/a VICTORIA CONSULTING & DEVELOPMENT, ALFA RENOVATION CORP., ART SHEET METAL CORP. and LOMBARDY CONTRACTIONG CORP., had gross annual revenues in excess of \$500,000.

44. At all relevant times, the Defendants had a policy and practice of refusing to pay overtime compensation at the statutory rate of time and one-half to Plaintiffs for their hours worked in excess of forty hours per workweek.

45. Defendants failed to pay Plaintiffs overtime compensation in the lawful amount for hours worked in excess of the maximum hours provided for in the FLSA.

46. Records, if any, concerning the number of hours worked by Plaintiffs and the actual compensation paid to Plaintiffs should be in the possession and custody of the Defendants. Plaintiffs intend to obtain these records by appropriate discovery proceedings to be taken promptly in this case and, if necessary, will then seek leave of Court to amend this Complaint to set forth the precise amount due.

47. Defendants knew of and/or showed a willful disregard for the provisions of the FLSA as evidenced by their failure to compensate Plaintiffs at the statutory rate of time and one-half for his hours worked in excess of forty (40) hours per week when Defendants knew or should have known such was due.

48. Defendants failed to properly disclose or apprise Plaintiffs of their rights under the FLSA.

49. As a direct and proximate result of Defendants' willful disregard of the FLSA, Plaintiffs are entitled to liquidated damages pursuant to the FLSA.

50. Due to the intentional, willful and unlawful acts of Defendants, Plaintiffs suffered damages in an amount not presently ascertainable of unpaid overtime wages, plus an equal amount as liquidated damages.

51. Plaintiffs are entitled to an award of their reasonable attorneys' fees and costs pursuant to 29 U.S.C. §216(b).

COUNT II

VIOLATION OF THE NEW YORK LABOR LAW

52. Plaintiffs reallege and reaver Paragraphs 1 through 51 of this Complaint as if fully set forth herein.

53. At all relevant times, Plaintiffs were employed by the Defendants within the meaning of the New York Labor Law, §§2 and 651.

54. Defendants willfully violated Plaintiffs' rights by failing to pay Plaintiffs overtime compensation at rates not less than one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek.

55. Defendants willfully violated Plaintiffs' rights by failing to pay "spread of hours" premium to Plaintiffs for each workday exceeding ten (10) or more hours.

56. Defendants knowingly and willfully operated their business with a policy of not providing a proper wage statement to Plaintiffs and other similarly situated employees, in violation of the New York Labor Law.

57. Defendants willfully violated Plaintiffs' rights by failing to provide them proper notices and wage statements in violation of the New York Wage Theft Prevention Act, N.Y. Lab. Law § 198(1-a) (enacted on April 9, 2011).

58. As a result of Defendants' violation of the New York Wage Theft Prevention Act, Plaintiffs are entitled to the maximum amount of damages during which the violations occurred and/or continue to occur.

59. Due to the Defendants' New York Labor Law violations, Plaintiffs are entitled to recover from Defendants his unpaid overtime, unpaid "spread of hours" premium, statutory penalties, damages for unreasonably delayed payments, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law §663(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on behalf of themselves and all similarly situated employees, respectfully requests that this Court grant the following relief:

- a. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the New York Labor Law;
- b. An injunction against Defendants and their officers, agents, successors, employees, representatives and any and all persons acting in concert with them as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;
- c. An award of unpaid overtime compensation due under the FLSA and the New York Labor Law;
- d. An award of unpaid "spread of hours" premium due under the New York Labor Law;
- e. An award of liquidated and/or punitive damages as a result of Defendants' willful failure to pay overtime compensation pursuant to 29 U.S.C. § 216;

- f. An award of liquidated and/or punitive damages as a result of Defendants' willful failure to pay overtime compensation pursuant to the New York Labor Law;
- g. An award of statutory penalties including statutory penalties under the Wage Theft Prevention Act, and prejudgment and postjudgment interest;
- h. An award of statutory penalties, and prejudgment and postjudgment interest;
- i. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- j. Such other and further relief as this Court deems just and proper

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand trial by jury on all issues so triable as of right by jury.

Dated: September 20, 2018

Respectfully submitted,

LAW OFFICES OF
ROBERT L. KRASELNIK, PLLC
Robert L. Kraselnik (RK 0684)
261 Madison Avenue, 9th Floor
New York, NY 10016
Tel.: 646-342-2019
Fax: 646-661-1317
Attorney for Plaintiff

By: 
ROBERT KRASELNIK (RK 0684)

JS 44 (Rev. 11/15)

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.)

I. (a) PLAINTIFFS

Jorge Siguencia, Omar Rodriguez, De Jesus Torres, Edison Ludizaca, and Braulio "Milton" Penaranda

(b) County of Residence of First Listed Plaintiff Queens County

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Robert L. Kraselnik, Esq., Law Offices of Robert L. Kraselnik, PLLC, 261 Madison Ave., 9th Fl., New York, NY 10016, Tel.: 646.342.2019

DEFENDANTS

Victoria Consulting & Development LLC d/b/a Victoria Consulting & Development, Alfa Renovation Corp., Art Sheet Metal Corp., Lombardy Contracting Corp. and Dariusz Knapik

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	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)

CONTRACT	TORTS	FORFEITURE/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	PERSONAL INJURY <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	<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 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<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
REAL PROPERTY <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <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 Other: <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	LABOR <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	SOCIAL SECURITY <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))
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 The Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201 et. seq.

Brief description of cause:
 Plaintiffs seek unpaid wages and other compensation.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE 9/20/18 SIGNATURE OF ATTORNEY OF RECORD [Signature]

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.

Case is Eligible for Arbitration

I, Robert L. Kraselnik, counsel for Jorge Siguenda et. al., 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:

n/a

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: 

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

UNITED STATES DISTRICT COURT
for the
Eastern District of New York

Jorge Siguencia, Omar Rodriguez, De Jesus Torres,
Edison Ludizaca, and Braulio "Milton" Penaranda

Plaintiff(s)

v.

Civil Action No.

Victoria Consulting & Development LLC d/b/a Victoria
Consulting & Development, Alfa Renovation Corp.,
Art Sheet Metal Corp., Lombardy Contracting Corp.
and Dariusz Knapik

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Victoria Consulting & Development LLC d/b/a Victoria Consulting & Development
176 Franklin Street
Brooklyn, NY 11222

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:

Robert L. Kraselnik, Esq.
Law Offices of Robert L. Kraselnik, PLLC
261 Madison Avenue, 9th Floor
New York, NY 10016

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT
for the
Eastern District of New York

Jorge Siguencia, Omar Rodriguez, De Jesus Torres,
Edison Ludizaca, and Braulio "Milton" Penaranda

Plaintiff(s)

v.

Victoria Consulting & Development LLC d/b/a Victoria
Consulting & Development, Alfa Renovation Corp.,
Art Sheet Metal Corp., Lombardy Contracting Corp.
and Dariusz Knapik

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Alfa Renovation Corp.
77 Lombardy Street
Brooklyn, NY 11222

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: Robert L. Kraselnik, Esq.
Law Offices of Robert L. Kraselnik, PLLC
261 Madison Avenue, 9th Floor
New York, NY 10016

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Jorge Siguencia, Omar Rodriguez, De Jesus Torres,
Edison Ludizaca, and Braulio "Milton" Penaranda

Plaintiff(s)

v.

Victoria Consulting & Development LLC d/b/a Victoria
Consulting & Development, Alfa Renovation Corp.,
Art Sheet Metal Corp., Lombardy Contracting Corp.
and Dariusz Knapik

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Art Sheet Metal Corp.
103 Lombardy Street
Brooklyn, NY 11222

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:

Robert L. Kraselnik, Esq.
Law Offices of Robert L. Kraselnik, PLLC
261 Madison Avenue, 9th Floor
New York, NY 10016

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

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Jorge Siguencia, Omar Rodriguez, De Jesus Torres,
Edison Ludizaca, and Braulio "Milton" Penaranda

Plaintiff(s)

v.

Civil Action No.

Victoria Consulting & Development LLC d/b/a Victoria
Consulting & Development, Alfa Renovation Corp.,
Art Sheet Metal Corp., Lombardy Contracting Corp.
and Dariusz Knapik

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Lombardy Contracting Corp.
103 Lombardy Street
Brooklyn, NY 11222

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:

Robert L. Kraselnik, Esq.
Law Offices of Robert L. Kraselnik, PLLC
261 Madison Avenue, 9th Floor
New York, NY 10016

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Jorge Siguencia, Omar Rodriguez, De Jesus Torres,
Edison Ludizaca, and Braulio "Milton" Penaranda

Plaintiff(s)

v.

Civil Action No.

Victoria Consulting & Development LLC d/b/a Victoria
Consulting & Development, Alfa Renovation Corp.,
Art Sheet Metal Corp., Lombardy Contracting Corp.
and Dariusz Knapik

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Dariusz Knapik
176 Franklin Street
Brooklyn, NY 11222

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: Robert L. Kraselnik, Esq.
Law Offices of Robert L. Kraselnik, PLLC
261 Madison Avenue, 9th Floor
New York, NY 10016

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Four Brooklyn Construction Companies Hit with Former Employees' Overtime Lawsuit](#)
