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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY– NEWARK DIVISION

RUBEN TAVERAS, individually and on behalf of all other persons similarly situated who were employed by PSC INDUSTRIAL OUTSOURCING LP D/B/A PSC INDUSTRIAL SERVICES, and/or any other entities affiliated with, controlling, or controlled by PSC INDUSTRIAL OUTSOURCING LP D/B/A PSC INDUSTRIAL SERVICES,

Plaintiffs,

- against -

PSC INDUSTRIAL OUTSOURCING LP D/B/A PSC INDUSTRIAL SERVICES and any other entities affiliated with, controlling, or controlled by PSC INDUSTRIAL OUTSOURCING LP D/B/A PSC INDUSTRIAL SERVICES and JOHN DOE BONDING COMPANY,

Defendants.

CIVIL ACTION FILE  
NO: 17-cv-6833

**CLASS ACTION  
COMPLAINT**

Named Plaintiff Ruben Taveras (“Named Plaintiff”), by his attorneys, Virginia & Ambinder, LLP, alleges upon knowledge to himself and upon information and belief as to all other matters as follows:

**PRELIMINARY STATEMENT**

1. This action is brought on behalf of Named Plaintiff and a putative class of individuals who performed utility work, such as clean-up, waste removal, restoration, and remediation, and similar tasks, for PSC INDUSTRIAL OUTSOURCING LP d/b/a PSC INDUSTRIAL SERVICES, and any other entities affiliated with, controlling, or controlled by PSC INDUSTRIAL OUTSOURCING LP d/b/a PSC INDUSTRIAL SERVICES (“PSC”), to

recover wages and benefits which Named Plaintiff and the members of the putative class were contractually entitled to receive for work they performed on utility projects, including, but not limited to, Consolidated Edison of New York, Inc. (“Con Edison”) projects in New York (“Con Edison Projects”), Keyspan Corporate Services LLC, d/b/a National Grid (“National Grid”) projects in New York (“National Grid Projects”), PSEG Long Island, LLC projects in New York (“PSEG Long Island Projects”), and Public Service Electric and Gas Company (“PSEG”) projects in New Jersey (“PSEG New Jersey Projects”) (collectively referred to as the “Utility Projects”).

### **JURISDICTION**

2. This Court has original jurisdiction over this action pursuant to the diversity jurisdiction, 28 U.S.C. § 1332. The parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.00.

### **VENUE**

3. Venue is appropriate in this Court under 28 U.S.C. § 1391(b)(2), as a substantial part of the events that give rise to this action took place in the District of New Jersey, Newark.

### **PARTIES**

4. Named Plaintiff resides in the state of New Jersey.

5. Defendant PSC INDUSTRIAL OUTSOURCING LP is incorporated in the state of Delaware. Upon information and belief, PSC Industrial Outsourcing LP maintains its principal place of business at 5151 San Filipe, Suite 1100, Houston, Texas 77056.

6. Upon information and belief, PSC Industrial Outsourcing LP does business under the name PSC Industrial Services, a company also located at 5151 San Filipe, Suite 1100,

Houston, Texas 77056.

**CLASS ALLEGATIONS**

7. This action is properly maintainable as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

8. This action is brought on behalf of the Named Plaintiff and a class consisting of every other person who performed utility work, such as clean-up, waste removal, restoration, and remediation, and similar tasks for PSC on the sites of the Utility Projects since September 5, 2011.

9. Named Plaintiff and members of the putative class are all victims of the PSC's common policy and/or plan to not pay prevailing wages and supplemental benefits for work performed by Named Plaintiff and members of the putative class on the Utility Projects.

10. The putative class is so numerous that joinder of all members is impracticable. The size of the putative class is believed to be in excess of 40 individuals. In addition, the names of all potential members of the putative class are not known.

11. Questions of law and fact common to the putative class predominate over any questions affecting only individual members. These questions of law and fact include, but are not limited to: (1) whether PSC entered into a contract that required the payment of prevailing wages and supplemental benefits to Named Plaintiff and members of the putative class; (2) whether PSC had a statutory requirement to pay prevailing wages and supplemental benefits for the work performed on Utility Projects located in New Jersey; and (2) whether PSC paid the Named Plaintiff and members of the putative class at the proper prevailing wage and benefit rate.

12. The claims of the Named Plaintiff are typical of the claims of the putative class

members. The Named Plaintiff, like all members of the putative class, worked on the Utility Projects and was subject to Defendant's policies and willful practice of refusing to pay employees prevailing wages and supplemental benefits. The Named Plaintiff and putative class members have thus sustained similar injuries as a result of the Defendant's actions

13. Named Plaintiff and his counsel will fairly and adequately protect the interests of the putative class. Named Plaintiff has retained counsel experienced in complex wage and hour class action litigation, and in particular litigation relating to unpaid prevailing wages and supplemental benefits.

14. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The Named Plaintiff and putative class action members lack the financial resources to adequately prosecute separate lawsuits against Defendant. A class action will also prevent unduly duplicative litigation resulting from inconsistent judgments pertaining to the Defendant's policies.

### **FACTS**

15. Upon information and believe, since at least September 5, 2011, PSC has been a party to various contracts with Con Edison, National Grid, PSEG Long Island, and PSEG to perform clean-up, waste removal, restoration, and remediation work at the sites of the Utility Projects (the "Utility Contracts").

16. Upon information and belief, the Utility Contracts that govern the Utility Projects located in New York each contain a provision that requires PSC to pay workers employed on the Utility Projects in New York at the hourly rate of prevailing wages and supplemental benefits set by the Comptroller of the City of New York or the New York State Department of Labor,

depending on the location of the Utility Project.

17. Upon information and belief, a schedule of the prevailing rates of wages and supplemental benefits were annexed to, or incorporated by reference, in each of the Utility Contracts governing New York Utility Projects.

18. This promise to pay and ensure payment of the prevailing wage and supplemental benefit rates in the Utility Contracts was made for the benefit of all workers furnishing labor on the Utility Projects and, as such, the workers furnishing labor on the sites of the Utility Projects are the beneficiaries of that promise.

19. In addition, pursuant to New Jersey Statute §§ 34:13B-2.1; 34:11-56.27; 34:11-56.28, each of the Utility Contracts governing work performing on the Utility Projects located in New Jersey contains a provision specifying the prevailing wage rate to be paid to all employees on the New Jersey Utility Projects and mandating the payment of same to Named Plaintiff and other members of the putative class.

20. The “prevailing rate of wage” and “supplemental benefit” is the rate of wage and benefit paid in the locality by virtue of collective bargaining agreements between bona fide labor organizations and employers of the private sector. *See* New Jersey Statute §§ 34:11-56.27; 34:11-56.28.

21. Upon information and belief, a schedule of prevailing rates of wages and supplemental benefits to be paid to all workers furnishing labor on the site of the New Jersey Utility Projects was annexed to and formed a part of the New Jersey Utility Contracts.

22. Upon information and belief, the New Jersey Utility Contracts further required PSC to oversee the performance of the work, and to ensure that workers employed at the New

Jersey Utility Projects were paid prevailing wage and supplemental benefits.

23. Upon information and belief, Defendant John Doe Bonding Company furnished Labor and Material Payment Bonds the terms of which insured that the Bonding Company would pay unpaid prevailing wages and supplemental benefits to Named Plaintiff and the putative class members in the event PSC failed to pay these wages.

24. Upon information and belief, under the Utility Contracts, the prevailing wage and supplemental benefit rate for non-overtime or premium hours worked was in excess of \$50 to \$80 per hour depending on the type of work performed, the location of the work performed, and the year it was performed.

25. Named Plaintiff Taveras and members of the putative class performed various types of utility-related work, including pumping out water, clean-up, waste removal, restoration, and remediation at the sites of the Utility Projects for PSC.

26. Named Plaintiff Taveras was employed by PSC during the 2016 calendar year.

27. Named Plaintiff Taveras worked on various New York and New Jersey Utility projects, such as, projects in Englewood Cliffs (NJ), Teaneck (NJ), Manhattan (NY), and in the Bronx (NY).

28. During his employment, Taveras would regularly work 10 to 12 hours per day on Utility Projects.

29. On these Utility Projects, Plaintiff Taveras' rate was approximately \$16 per hour, far below the applicable prevailing wage and supplemental benefit rate required to be paid pursuant to New Jersey statute and under the Utility Contracts.

30. Named Plaintiff was not paid overtime when he worked over 8 hours in a day or

premium time on weekends or holidays.

31. Like Named Plaintiff, the putative class members also were not paid at the proper prevailing wage and supplemental benefit rate while working on the Utility Projects.

**FIRST CAUSE OF ACTION  
AGAINST DEFENDANT PSC --  
BREACH OF THE UTILITY CONTRACTS**

32. Named Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs.

33. Upon information and belief, the Utility Contracts entered into by Defendant PSC, contained a requirement to pay Named Plaintiff and the putative class at the prevailing rates of wages and supplemental benefits for the work they performed.

34. Those prevailing rates of wages and supplemental benefits were made a part of the Utility Contracts for the benefit of Named Plaintiff and the other members of the putative class.

35. Defendant PSC breached the Utility Contracts by willfully failing to pay and ensure payment to Named Plaintiff and the other members of the putative class the prevailing rates of wages and supplemental benefits at the proper trade classification rates for all labor performed upon the Utility Projects.

36. By reason of its breach of each Utility Contract, Defendant PSC is liable to Named Plaintiff and the other members of the putative class in the amount to be determined at the trial, plus interest, costs and attorneys' fees.

**SECOND CAUSE OF ACTION  
AGAINST PSC FOR  
FAILURE TO PAY THE NEW JERSEY PREVAILING WAGE**

37. Named Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs.

38. New Jersey Statute 34:11-56.40 concerning Wages on Public Work provides that “if any workman is paid less than the prevailing wage to which such workman is entitled under the provisions of this act such workman may recover in a civil action the full amount of such prevailing wage less any amount actually paid to him or her by the employer, together with costs and such reasonable attorney’s fees.”

39. Defendant willfully paid Named Plaintiff and the other members of the putative class less than the prevailing rates of wages and supplemental benefits to which Named Plaintiff and the other members of the putative class were entitled for the labor which they furnished to PSC Utility Projects located in New Jersey.

40. Due to its failure to pay prevailing wages and supplemental benefits, Defendant PSC is liable to Named Plaintiff and the other members of the putative class in the amount to be determined at the trial, plus interest, costs and attorneys’ fees.

**THIRD CAUSE OF ACTION  
AGAINST JOHN DOE BONDING COMPANY— SURETYSHIP**

41. Named Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs.

42. By issuing the Labor and Material Payment Bonds to PSC in connection with each



Utility Contract, Defendant John Doe Bonding Company assumed joint and several liability with PSC to pay Named Plaintiff and the other members of the putative class any and all wages and supplements due and owing to them which PSC failed to pay.

43. PSC has failed to pay Named Plaintiff and the other members of the putative class the prevailing wages and supplemental benefits for type of trade work they performed on the Utility Projects in an aggregate sum to be determined at trial, plus interest, fees and costs.

44. Pursuant to the terms of the Bonds, Defendant John Doe Bonding Company is required to make payment to Named Plaintiff and the other members of the putative class in an amount to be determined at trial, plus interest, costs and attorneys' fees.

**WHEREFORE**, Named Plaintiff and the members of the putative class demand judgment:

- (1) on their first cause of action against Defendant PSC in an amount to be determined at trial, plus interest, costs and attorneys' fees;
- (2) on their second cause of action against Defendant PSC in an amount to be determined at trial, plus interest, costs and attorneys' fees;
- (3) on their third cause of action against Defendant John Doe Bonding Company in an amount to be determined at trial, plus interest, fees, and costs, and in an amount apportioned to each Labor and Material Payment Bond as per the terms of the applicable bonds; and
- (4) such other and further relief as to the Court may deem just and proper.

Dated: New York, New York  
September 6, 2017

VIRGINIA & AMBINDER, LLP

/s/LLOYD AMBINDER

Lloyd Ambinder, Esq.

Jack Newhouse, Esq.

Attorneys for Plaintiffs and the Putative Class

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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
RUBEN TAVERAS, et al.
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)
Virginia & Ambinder LLP
40 Broad St, 7th Fl, New York, NY 10004
212-943-9080

DEFENDANTS
PSC INDUSTRIAL OUTSOURCING LP D/B/A PSC INDUSTRIAL SERVICES, et al
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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
Citizen of This State X 1 1 Incorporated or Principal Place of Business In This State
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State
Citizen or Subject of a Foreign Country 3 3 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excludes Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
TORTS: PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Medical Malpractice; 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability; PRISONER PETITIONS: Habeas Corpus: 463 Alien Detainee, 510 Motions to Vacate Sentence, 530 General, 535 Death Penalty; Other: 540 Mandamus & Other, 550 Civil Rights, 555 Prison Condition, 560 Civil Detainee - Conditions of Confinement
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
LABOR: 710 Fair Labor Standards Act, 720 Labor/Management Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Employee Retirement Income Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 835 Patent - Abbreviated New Drug Application, 840 Trademark
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS—Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729(a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 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):
28 U.S.C. § 1332
Brief description of cause:
to recover wages and benefits

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 09/06/2017 SIGNATURE OF ATTORNEY OF RECORD s/ Lloyd R. Ambinder

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



Civil Action No. 17-cv-6833

**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:

**Print**

**Save As...**

**Reset**

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