

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ROSA DOLMO MICHEL, VALERIA GUERRERO,
MAYRA CAYETANO, IRIS DIEGO, ELSY SANTOS,
PAULA FIGUEROA, NATALY MIRANDA
MELENDEZ

Plaintiffs,

- against -

FADMO HOME AND HOME HEALTH CARE
AGENCY, INC., and any other related entities.

Defendant.

Index No.:

SUMMONS

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to submit to the attorneys of Plaintiffs your answering papers to the Complaint in this action within 30 days after service of this summons. In case of your failure to submit answering papers, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: New York, New York
June 20, 2024

VIRGINIA & AMBINDER, LLP

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To:
FADMO HOME AND HOME HEALTH CARE AGENCY, INC
194 Targee Street,
Staten Island, New York 10304

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COMPLAINT

Jury Trial Demanded

Plaintiffs ROSA DOLMO MICHEL, VALERIA GUERRERO, MAYRA CAYETANO, IRIS DIEGO, ELSY SANTOS, PAULA FIGUEROA and NATALY MIRANDA MELENDEZ (collectively referred to as “Plaintiffs”), by their attorneys Virginia & Ambinder, LLP, and LatinoJustice PRLDEF, allege upon knowledge to themselves and upon information and belief as to all other matters as follows:

PRELIMINARY STATEMENT

1. Plaintiffs are residents of the State of New York and are presently or were formerly employed by Fadmo Home and Home Health Care Agency, Inc, and any other related entities, (“Defendant”), to provide personal care, assistance, health-related tasks and other home care services to Defendant’s clients within the State of New York.

2. Plaintiffs seek to recover wages and benefits which Plaintiffs were statutorily and contractually entitled to receive pursuant to New York Labor Law (hereinafter referred to as “NYLL”) § 190 et seq., § 663, § 651 et seq., and § 650 et seq., 12 New York Codes, Rules, and Regulations (hereinafter referred to as “NYCRR”) §§ 142-2.1, 142-2.2, 142-2.4, 142-2.10, 142-

2.14, and New York Public Health Law § 3614-c (the “Wage Parity Act”).

3. Upon information and belief, Defendant has violated provisions of NYLL, as well as applicable regulations and common law principles of contract by maintaining a policy and practice of requiring Plaintiffs to regularly work in excess of ten hours per day, without providing the proper hourly compensation for all hours worked, including failing to pay the lawful minimum wage rate, overtime compensation for all hours worked in excess of 40 hours in any given week, and “spread of hours” compensation. Defendant has also failed to pay proper wages and benefits for all hours Plaintiffs worked in accordance with the Wage Parity Act. Defendant further failed to maintain and preserve records of the hours Plaintiffs worked, breaks scheduled and received, and appropriate sleeping facilities provided to Plaintiffs, as required by NYLL.

4. Plaintiffs have initiated this action seeking minimum wages, overtime compensation, and “spread of hours” compensation, as well as damages arising from Defendant’s breach of contract, which they were deprived of, plus interest, attorneys’ fees, and costs. These claims arise from Defendant’s systemic wage abuse against Plaintiffs.

THE PARTIES

5. Plaintiffs are individuals who are currently residents of the State of New York.

6. Defendant Fadmo Home and Home Health Care Agency, Inc. (“Fadmo”) is a domestic business corporation organized under the laws of the State of New York and maintains its corporate headquarters in New York. Fadmo provides home care services throughout the Bronx, Queens, Kings, New York, Richmond and Westchester Counties. Defendant is mainly engaged in providing nursing and home health aide services at its clients' residences.

7. Fadmo is a New York for-profit corporation doing business throughout the State of New York. Fadmo provides nursing and home health aide services to the elderly and infirm, among

other ventures, and is a party to certain agreements with government agencies, including but not limited to, the New York City Human Resources Administration ("HRA") to provide home attendant services.

8. At all times relevant to this action, Plaintiffs were “employees” covered by the NYLL, and Defendant was an “employer” of Plaintiffs, as those terms are defined by NYLL §§ 651 (5) and (6) and applicable regulations, 12 N.Y.C.R.R. § 142-2.14.

9. Plaintiffs were employed by Fadmo. For example, and without limitation, Fadmo maintained employment records regarding the home care work performed by Plaintiffs, set the standards of the performance of that work, and set the policies regarding the rate and payment of compensation for that work.

10. Upon information and belief, Defendant has had substantial control of Plaintiffs’ working conditions and over the unlawful policies and practices alleged herein.

FACTS

11. At all relevant times, Plaintiffs were home health care attendants employed in New York by Defendant to provide personal home health care and assistance to Defendant’s clients in their homes.

12. While employed by Defendant, Plaintiffs provided services to homebound, ailing and elderly clients and primarily worked in Manhattan and the Bronx.

13. Plaintiffs’ duties included, but were not limited to, personal care services, such as assistance with dressing, bathing and personal grooming, cooking and feeding, changing diapers, household chores such as heavy and light cleaning, laundry, making appointments, escorting clients to the doctor, and making transportation arrangements.

14. Throughout their employment, Plaintiffs worked 24-hour shifts based upon

schedules set and dictated by Defendant.

15. When Plaintiffs worked 24-hour shifts, they were required to stay overnight at the residences of Defendant's clients and needed to be ready and available to help Defendant's clients at all times.

16. Defendant required Plaintiffs to be on the premises of Defendant's clients for 24 hours during any given 24-hour shift, which was for the benefit of Defendant.

17. When Plaintiffs worked 24-hour shifts for Defendant, they were generally not permitted to leave the client's residence during their shifts.

18. Plaintiffs maintained their own residences and did not "live" in the homes of Defendant's clients or in the home of their employer, nor were they "exempt companions" of the Defendant's clients.

19. When Plaintiffs were required to stay overnight at the residences of Defendant's clients, Defendant failed to ensure that Plaintiffs received appropriate sleeping facilities.

20. Plaintiff ROSA DOLMO MICHEL worked for Defendant as a home health attendant from approximately August 2019 to July 2023. ROSA DOLMO MICHEL worked approximately three 24-hour shifts per week until February 2020. Dolmo Michel also worked 12-hour shifts from approximately 2019 to 2023.

21. Plaintiff VALERIA GUERRERO worked for Defendant as a home health attendant from approximately July 2018 to December 2022. VALERIA GUERRERO worked approximately four 24-hour shifts per week.

22. Plaintiff MAYRA CAYETANO worked for Defendant as a home health attendant from approximately February 2020 to June 2021. MAYRA CAYETANO worked approximately three 24-hour shifts per week.

23. Plaintiff IRIS DIEGO worked for Defendant as a home health attendant from approximately January 2020 to January 2021. IRIS DIEGO worked approximately three 24-hour shifts per week.

24. Plaintiff ELSY SANTOS worked for Defendant as a home health attendant from approximately July 2020 to October 2021. ELSY SANTOS worked approximately three 24-hour shifts per week.

25. Plaintiff PAULA FIGUEROA worked for Defendant as a home health attendant from approximately January 2017 to March 2018 and then again from July 2018 to May 2019. PAULA FIGUEROA worked approximately three to four 24-hour shifts per week. Figueroa also worked 12-hour shifts for approximately eight (8) months during 2019.

26. Plaintiff NATALY MIRANDA MELENDEZ has worked for Defendant as a home health attendant since approximately March 2023. NATALY MIRANDA MELENDEZ works approximately three to four 24-hour shifts per week.

27. When Plaintiffs worked 24-hour shifts, Defendant systematically paid Plaintiffs for only 13 hours of each 24-hour shift without ensuring that they were paid for every hour that they worked. Plaintiffs were not paid any hourly rate for the other 11 hours worked.

28. Defendant systematically excluded payment for the other 11 hours of Plaintiffs' 24-hour shifts without ensuring that they received regularly scheduled, work-free uninterrupted periods to sleep and eat, as required by law.

29. Defendant systematically excluded payment for the other 11 hours of Plaintiffs' 24-hour shifts even though Defendant failed to establish, maintain and preserve contemporaneous, true and accurate records that reflect: (1) all hours worked by Plaintiffs on a daily and weekly basis; (2) Plaintiffs' time of arrival and departure from the homes of Defendants' clients; (3) the

times of all regularly scheduled work-free uninterrupted periods that Plaintiffs were able to sleep and eat; and (4) records of appropriate sleeping facilities provided to Plaintiffs.

30. Because Defendant's clients were often elderly and suffering from various health ailments, they required constant care and Plaintiffs did not receive regularly scheduled work-free uninterrupted periods to sleep for five or more hours.

31. Plaintiffs did not receive regularly scheduled work-free uninterrupted meal breaks of one-hour each for three meals per day.

32. Plaintiffs were forced to eat their meals while feeding the clients or attempt to eat between their duties, because Defendant's clients needed feeding assistance during traditional mealtimes and constant supervision.

33. Defendant did not track whether Plaintiffs received sleep and meal breaks during their 24-hour shifts.

34. Defendant did not make any efforts to follow up with Plaintiffs regarding the actual number of hours they worked or to inquire whether Plaintiffs receive the requisite breaks.

35. Plaintiffs generally worked more than 40 hours per week but were not paid time and one-half times the basic minimum hourly rate for all hours worked in excess of forty per week.

36. Plaintiffs did not receive the "spread of hours" premium of one additional hour at the minimum wage rate for the days in which they worked 10 or more hours.

37. At all relevant times, pursuant to NYLL § 661 and 12 NYCRR § 142-2.6, Defendant was required to establish, maintain, and preserve for not less than six years, weekly payroll records that show for each Plaintiffs, *inter alia*, the number of hours worked daily and weekly, including the time of arrival and departure of each employee working a split shift of spread of hours exceeding ten hours.

38. Upon information and belief, Defendant failed to establish, maintain, and preserve contemporaneous, true, and accurate records for Plaintiffs that accurately reflect, *inter alia*: (1) all hours worked by Plaintiffs on a daily and weekly basis; (2) Plaintiffs' time of arrival and departure from the homes of Defendant's clients; (3) the times of all regularly scheduled work-free uninterrupted periods that Plaintiffs were able to sleep and eat; and (4) records of appropriate sleeping facilities provided to Plaintiffs.

39. Defendant knew, should have known, or had reason to know that Plaintiffs were working throughout their entire shift, including during meal and sleep breaks.

40. Defendant permitted or pressured Plaintiffs to work through their meal and sleep breaks without compensation.

41. Despite Defendant's actual or constructive knowledge that Plaintiffs were working through their meal and sleep breaks, Defendant took no affirmative steps to prevent performance of such work and/or to track the hours Plaintiffs worked.

42. At all relevant times, Defendant has maintained a practice and policy of paying Plaintiffs for approximately 13 hours of their 24-hour shifts in violation of New York State Labor Law.

43. At all relevant times, Defendant has maintained a practice and policy of assigning Plaintiffs to work more than 40 hours per week without paying them one and one-half times the basic minimum hourly rate for all hours worked in excess of forty per week, in violation of New York State Labor Law.

44. At all relevant times, Defendant has maintained a practice and policy of failing to pay Plaintiffs the "spread of hours" premium of one additional hour at the minimum wage rate for the days in which they worked over 10 hours.

45. Defendant paid Plaintiffs for only 13 hours of each 24-hour shift. Plaintiffs' hourly rate of pay varied by year. For example, ROSA DOLMO MICHEL was paid approximately \$15 per hour for 13 hours of each 24-hour shift from August 2019 to January 2023 and approximately \$17 per hour for 13 hours of each 24-hour shift from February 2023 to July 2023; VALERIA GUERRERO was paid approximately \$13 per hour for 13 hours of each 24-hour shift from July 2018 to May 2019 and approximately \$15 per hour for 13 hours of each 24-hour shift from June 2019 to December 2022; MAYRA CAYETANO, IRIS DIEGO, and ELSY SANTOS were paid approximately \$15 per hour for 13 hours of each 24-hour shift for the periods of their employment; PAULA FIGUEROA was paid approximately \$10 per hour for 13 hours of each 24-hour shift for the period of her employment. NATALY MIRANDA MELENDEZ is paid approximately \$15 per hour for 13 hours of each 24-hour shift she works from Wednesdays through Fridays and approximately \$17 per hour for 13 hours of each 24-hour shift she works on weekends.

46. When divided by the number of hours worked per week, the hourly rates Defendant paid Plaintiffs regularly amounted to less than the minimum wage.

47. These rates are also far below the overtime rate of one and one-half times the minimum wage rate that Defendant was required to pay Plaintiffs pursuant to NYLL and its implementing regulations for all hours worked in excess of 40 hours per week.

48. Defendant failed to pay Plaintiffs, spread of hours pay as required by the NYLL and its implementing regulations.

49. Plaintiffs are "Home Care Aides" within the meaning of NY Public Health Law § 3614-c.

50. Defendant is a "certified home health agenc[y]," "long term home health care program[]," "managed care plan[]" and/or "licensed home care services agenc[y]" that furnishes

“home care aide” within the meaning of NY Public Health Law § 3614-c.

51. Upon information and belief, Defendant entered into contract(s) with government agencies, and/or entered into subcontracts with entities that contracted with government agencies, which called for Defendant to pay Plaintiffs prevailing rates of wages and benefits as required by NY Public Health Law § 3614-c.

52. Upon information and belief, the schedule of prevailing rates of wage and benefits to be paid to all workers furnishing labor pursuant to the contracts was included in and formed a part of the contract(s).

53. Plaintiffs furnished labor to Defendant in furtherance of Defendant’s performance of the contract(s). Nevertheless, Defendant willfully paid Plaintiffs less than the prevailing rates of wages and benefits to which Plaintiffs were entitled.

54. The agreement to pay Plaintiffs the prevailing rates of wages and benefits as required by NY Public Health Law § 3614-c was made for the benefit of Plaintiffs.

55. Pursuant to NY Public Health Law § 3614-c, governmental agencies “must obtain a written certification from the licensed home care services agency or other third party, on forms prepared by the department in consultation with the department of labor, which attests to the licensed home care services agency’s or other third party’s compliance with the terms of this section. Such certifications shall also obligate the certified home health agency, long term home health care program . . . to obtain . . . on no less than a quarterly basis, all information from the licensed home care services agency or other third parties necessary to verify compliance with the terms of this section. Such certifications and the information exchanged pursuant to them shall be retained by all certified home health agencies, long term home health care programs, or managed care plans, and all licensed home care services agencies, or other third parties for a period of no

less than ten years, and made available to the department upon request.”

56. Upon information and belief, Defendant made the required certifications concerning compliance with the wage provisions of NY Public Health Law § 3614-c.

57. Upon information and belief, Defendant willfully paid Plaintiffs less than the rates of wages and benefits to which Plaintiffs were entitled.

58. Defendant’s actions as described herein were intentional and not made in good faith.

59. From September 30, 2020, New York City employers that employ five or more employees are required to provide safe and sick time to their employees in accordance with New York City’s Paid Safe and Sick Leave Law, N.Y., Code § 20-913.

60. At all relevant times, Defendant was required to provide eligible employees with written notice of the employer’s safe and sick leave policy.

61. At all relevant times, Defendant was required to inform employees of their accrued, used, and total leave balances on a paystub or through an employee-accessible electronic system.

62. Plaintiffs ROSA DOLMO MICHEL, VALERIA GUERRERO, MAYRA CAYETANO, IRIS DIEGO, ELSY SANTOS, and NATALY MELENDEZ were all employed by Defendant after September 30, 2020.

63. Upon information and belief, Defendant regularly denied Plaintiffs’ request for time off to access medical care or to recover from illness or injury.

64. Upon information and belief, Defendant failed to provide Plaintiffs with a written safe and sick leave policy that explained Plaintiffs right to request time off.

65. Upon information and belief, Defendant failed to inform Plaintiffs of their accrued, used, and total leave balances each pay period.

66. Defendant's actions as described herein were intentional and not made in good faith.

FIRST CAUSE OF ACTION
NEW YORK LABOR LAW MINIMUM WAGE

67. Plaintiffs reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

68. Title 12 NYCRR § 142-2.1 states that, "(a) [t]he basic minimum hourly wage rate shall be, for each hour worked in (1) *New York City* for (i) [*L*]arge employers of eleven or more employees ... (1) "\$11.00 per hour on and after December 31, 2016;" (2) "\$13.00 per hour on and after December 31, 2017;" (3) "\$15.00 per hour on and after December 31, 2018;" (4) "\$16.00 per hour on and after January 1, 2024 ..." (emphasis in original).

69. NYLL § 663 provides that, "[i]f any employee is paid by his employer less than the wage to which he is entitled under the provisions of this article, he may recover in a civil action the amount of any such underpayments, together with costs and such reasonable attorney's fees."

70. At all relevant times to this action, Plaintiffs were Defendant's employees within the meaning of NYLL §§ 190(2) and 651(5) and 12 NYCRR § 142-2.14.

71. At all relevant times to this action, Defendant was the employer of the Plaintiffs within the meaning of NYLL §§ 190(3) and 651(6).

72. At all relevant times to this action, Defendant failed to pay Plaintiffs the statutory minimum wage in violation of NYLL § 652 and 12 NYCRR § 142-2.1.

73. Defendant willfully, regularly, repeatedly and knowingly violated the Plaintiffs' rights by failing to pay them compensation at the minimum wage rate for all hours worked, in violation of the NYLL and its regulations.

74. By the foregoing reasons, Plaintiffs are entitled to recover from Defendant their unpaid minimum wages, in an amount to be determined at trial, plus liquidated damages, interest, attorneys' fees, and costs.

SECOND CAUSE OF ACTION
NEW YORK LABOR LAW OVERTIME

75. Plaintiffs reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

76. 12 NYCRR §142-2.2 requires that “[a]n employer shall pay an employee for overtime at a wage rate of one and one-half times the employee’s regular rate.”

77. NYLL § 663, provides that “[i]f any employee is paid by his employer less than the wage to which he is entitled under the provisions of this article, he may recover in a civil action the amount of any such underpayments, together with costs and such reasonable attorney’s fees.”

78. Upon information and belief, Plaintiffs worked more than forty hours a week while working for Defendant.

79. At all relevant times to this action, Defendant failed to pay Plaintiffs one and one-half times their hourly rate for all hours worked in excess of forty per work week, in violation of NYLL § 650 *et seq.* and 12 NYCRR § 142-2.2.

80. Defendant’s failure to pay wages and overtime compensation to Plaintiffs for work performed after the first forty hours worked in a week was willful.

81. By the foregoing reasons, Defendant has violated NYLL § 663 and 12 NYCRR § 142-2.2 and are liable to Plaintiffs in an amount to be determined at trial, plus liquidated damages, interest, attorneys’ fees, and costs.

THIRD CAUSE OF ACTION
NEW YORK LABOR LAW “SPREAD OF HOURS”

82. Plaintiffs reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

83. 12 NYCRR § 142-2.4 requires that “[a]n employee shall receive one hour's pay at the basic minimum hourly wage rate, in addition to the minimum wage required in this Part for any day in which: (a) the spread of hours exceeds 10 hours[.]”

84. Defendant required that Plaintiffs typically work more than 10 hours in a day.

85. At all times relevant to this action, Defendant failed to pay Plaintiffs the “spread of hours” premium required by 12 NYCRR § 142-2.4.

86. Defendant’s failure to pay “spread of hours” compensation for work performed by Plaintiffs after 10 hours in a day was willful.

87. By the foregoing reasons, Defendant has violated 12 NYCRR § 142-2.4 and is liable to Plaintiffs in an amount to be determined at trial, plus liquidated damages, interest, attorneys’ fees, and costs.

FOURTH CAUSE OF ACTION
NEW YORK LABOR LAW FAILURE TO PAY WAGES

88. Plaintiffs reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

89. Pursuant to Article Six of the NYLL, workers, such as the Plaintiffs are protected from wage underpayments and improper employment practices.

90. Pursuant to NYLL § 191 and the cases interpreting same, workers such as Plaintiffs are entitled to be paid all their weekly wages “not later than seven calendar days after the end of the week in which the wages are earned.”

91. Pursuant to NYLL § 193, “No employer shall make any deduction from the wages

of an employee,” such as Plaintiffs, that is not otherwise authorized by law or by the employee.

92. Defendant failed to pay Plaintiffs all wages due, including minimum wages and overtime wages, and wages under the NY Home Care Worker Wage Parity Act, for the hours they worked for Defendant.

93. By withholding wages and overtime payments for time worked after forty hours in one week from Plaintiffs, pursuant to NYLL § 193 and the cases interpreting same, Defendant made unlawful deductions in wages owed to Plaintiffs.

94. Defendant’s failure to comply with the NYLL caused Plaintiffs to suffer loss of wages and interest thereon.

95. Defendant’s failure to comply with the NYLL was willful.

96. Due to Defendant’s violations of the NYLL, Plaintiffs are entitled to recover from Defendant their unpaid wages, reasonable attorneys’ fees, costs, and pre-judgment and post-judgment interest.

FIFTH CAUSE OF ACTION
BREACH OF CONTRACT

97. Plaintiffs reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

98. Upon information and belief, Defendant entered into contract(s) with government agencies that required Defendant to pay Plaintiffs wages as required by NY Public Health Law § 3614-c.

99. Upon information and belief, the schedule of prevailing rates of wages and benefits to be paid all workers furnishing labor pursuant to the contracts was included in and formed a part of the contract(s).

100. Plaintiffs furnished labor to Defendant in furtherance of Defendant’s performance

of the contract(s).

101. Defendant willfully paid Plaintiffs less than the prevailing rates of wages and benefits to which Plaintiffs were entitled and breached its obligation to pay Plaintiffs all wages they were due as required by NY Public Health Law § 3614-c.

102. Upon information and belief, at all times relevant to this complaint, Defendant was required to certify and did certify that it paid Plaintiffs wages as required by NY Public Health Law § 3614-c.

103. Plaintiffs, as third-party beneficiaries of Defendant's contract(s) with government agencies to pay wages as required by the NY Health Care Worker Wage Parity Act, are entitled to relief for the breach of this contractual obligation, plus interest.

SIXTH CAUSE OF ACTION
NEW YORK CITY PAID SAFE AND SICK LEAVE LAW

104. Plaintiffs reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.

105. New York City, N.Y., Code § 20-913 requires employers that employ five or more employees to provided paid safe and/or sick leave to their employees at the employee's regular rate of pay at the time leave is taken.

106. An employer is required to provide employees, at the commencement of their employment, with written notice of employees' right to safe and sick leave pursuant to N.Y., Code § 20-919, including the accrual and use of safe and sick leave, the calendar year of the employer, the right to be free from retaliation, and the right to file a complaint. Such information must be provided in the primary language spoken by the employee and in English.

107. An employer must note the total balance of accrued safe and sick leave on pay

statements or other forms of written documentation each pay period.

108. At all times relevant, Defendant employed five or more employees within New York City.

109. Defendant failed to provide Plaintiffs with a written safe and sick leave policy.

110. Defendants regularly denied Plaintiffs ROSA DOLMO MICHEL, VALERIA GUERRERO, MAYRA CAYETANO, IRIS DIEGO, and ELSY SANTOS, and NATALY MELENDEZ requests for safe and sick leave.

111. Defendants failed to provide Plaintiffs with notice of their total balance of accrued safe and sick leave on pay statements each pay period.

112. Due to Defendant's willful violation, Plaintiffs are entitled to relief, including but not limited to, compensatory damages, injunctive and declaratory relief, attorneys' fees and costs, and any such other relief the Court deems appropriate.

PRAYER FOR RELIEF

(1) on the first cause of action, against Defendant in an amount to be determined at trial, plus liquidated damages, interest, attorneys' fees and costs;

(2) on the second cause of action, against Defendant in an amount to be determined at trial, plus liquidated damages, interest, attorneys' fees and costs;

(3) on the third cause of action, against Defendant in an amount to be determined at trial, plus liquidated damages, interest, attorneys' fees and costs;

(4) on the fourth cause of action, against Defendant in an amount to be determined at trial, plus liquidated damages, interest, attorneys' fees and costs;

(5) on the fifth cause of action, against Defendant in an amount to be determined at trial, plus interest, attorneys' fees and costs;

(6) on their sixth cause of action, against Defendant for compensatory damages, injunctive and declaratory relief, attorneys' fees and costs;

(7) together with such other and further relief the Court may deem appropriate.

JURY DEMAND

Plaintiffs demand a trial by jury on all causes of action and claims with respect to which they have a right to a jury trial.

Dated: New York, New York
June 20, 2024

Respectfully submitted,

VIRGINIA & AMBINDER, LLP

LATINOJUSTICE PRLDEF

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