

JB: CMP
F. #2008R01448

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - - X

M-08-877

UNITED STATES OF AMERICA

- against -

JOZEF WOLOSZ,
ROBERT DZIEDZIACH,
DARIUSZ LAPINSKI,
 also known as "Darek,"
RAFAL KREDENS,
 also known as "Andrzej,"
 and
MACIEJ ROPELEWSKI,
 also known as "Maciek,"

COMPLAINT

(T. 18, U.S.C., §§ 1512(k)
and 1513(f))

Defendants.

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EASTERN DISTRICT OF NEW YORK, SS:

GREGORY J. SHEEHY, being duly sworn, deposes and states that he is a Special Agent with the Federal Bureau of Investigation, duly appointed according to law and acting as such.

In or about and between April 2006 and July 2008, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JOZEF WOLOSZ, ROBERT DZIEDZIACH, DARIUSZ LAPINSKI, also known as "Darek," RAFAL KREDENS, also known as "Andrzej," and MACIEJ ROPELEWSKI, also known as "Maciek," together with others, did knowingly and intentionally conspire to corruptly obstruct, influence and

impede an official proceeding, to wit: Rafal Drej, Pawel Czajka, Michal Gmaj, Leeslaw Maciag, Robert Miezio, Lukasz Olender, Dariusz Sarzynski, Radoslaw Sarzynski, Adam Sobolewski, Pawel Stolarczyk and Jerzy Koprowicz, on behalf of themselves and on behalf of all others similarly situated, v. Keystone Renovations Corp., MCR Restoration Corp., MCR General Contracting, JOZEF WOLOSZ, Bogdon Sarzecki, Adam Radzewicz, ROBERT DZIEDZIACH, Mara Fox a/k/a Maria Fuks and M. Fox Services, Civil Docket No. 05-5035, in violation of Title 18, United States Code, Section 1512(c)(2).

(Title 18, United States Code, Section 1512(k)).

In or about and between April 2006 and September 2008, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JOZEF WOLOSZ, ROBERT DZIEDZIACH, DARIUSZ LAPINSKI, also known as "Darek," RAFAL KREDENS, also known as "Andrzej," and MACIEJ ROPELEWSKI, also known as "Maciek," together with others, did knowingly and intentionally conspire to engage in conduct to cause bodily injury to other persons, and to threaten to do so, with intent to retaliate against those persons for their attendance as witnesses and parties to an official proceeding, to wit: Rafal Drej, Pawel Czajka, Michal Gmaj, Leeslaw Maciag, Robert Miezio, Lukasz Olender, Dariusz Sarzynski, Radoslaw Sarzynski, Adam Sobolewski, Pawel Stolarczyk and Jerzy Koprowicz, on behalf of themselves and

on behalf of all others similarly situated, v. Keystone Renovations Corp., MCR Restoration Corp., MCR General Contracting, JOZEF WOLOSZ, Bogdon Sarzecki, Adam Radzewicz, ROBERT DZIEDZIACH, Mara Fox a/k/a Maria Fuks and M. Fox Services, Civil Docket No. 05-5035, in violation of Title 18, United States Code, Section 1513(b)(1).

(Title 18, United States Code, Section 1513(f)).

The source of your deponent's information and the grounds for his belief are as follows:

1. I have been a Special Agent of the Federal Bureau of Investigation ("FBI") for approximately 11 years and am currently assigned to Squad C-24, a joint task force comprised of the FBI and New York City Police Department charged with the investigation of Eurasian and Eastern European organized crime in the New York metropolitan area. In the course of this and other investigations, I have conducted physical surveillance, supervised or participated in undercover transactions, debriefed cooperating defendants and confidential informants and secured relevant information using other investigative techniques.

2. I have personally participated in the investigation of the offenses discussed below. I am familiar with the facts and circumstances of this investigation from, among other things: (a) my personal participation in this investigation, (b) reports made to me by other law enforcement

authorities, (c) information obtained from confidential sources of information, and (d) public records. Except as explicitly set forth below, I have not distinguished in this affidavit between facts of which I have personal knowledge and facts of which I have hearsay knowledge. Because this affidavit is being submitted for the limited purpose of establishing probable cause for the arrest JOZEF WOLOSZ, ROBERT DZIEDZIACH, DARIUSZ LAPINSKI, also known as "Darek," RAFAL KREDENS, also known as "Andrzej," and MACIEJ ROPELEWSKI, also known as "Maciek," I have not set forth each and every fact learned during the course of this investigation. Instead, I have set forth only those facts that I believe are necessary to establish probable cause for the arrest.

3. All consensually recorded conversations are cited in sum and substance and only in pertinent part. For the most part, the descriptions of these conversations are based on preliminary translations from Polish to English; these translations are subject to change upon finalization.

4. All information obtained from a cooperating witness is cited in sum and substance and only in pertinent part, as are any excerpts from the complaint and other court filings in Rafal Drej, Pawel Czajka, Michal Gmaj, Leoslaw Maciak, Robert Miezio, Lukasz Olender, Dariusz Sarzynski, Radoslaw Sarzynski, Adam Sobolewski, Pawel Stolarczyk and Jerzy Koprowicz, on behalf of themselves and on behalf of all others similarly situated, v.

Keystone Renovations Corp., MCR Restoration Corp., MCR General Contracting, JOZEF WOLOSZ, Bogdon Sarzecki, Adam Radzewicz, ROBERT DZIEDZIACH, Mara Fox a/k/a Maria Fuks and M. Fox Services, Civil Docket No. 05-5035 ("Drej v. Keystone Renovations Corp.").

THE PREVAILING WAGE LAWSUIT

5. On October 27, 2005, a federal civil complaint ("Complaint") captioned Rafal Drej, Pawel Czajka, Michal Gmaj, Leeslaw Maciag, Robert Miezio, Lukasz Olender, Dariusz Sarzynski, Radoslaw Sarzynski, Adam Sobolewski, Pawel Stolarczyk and Jerzy Koprowicz, on behalf of themselves and on behalf of all others similarly situated, v. Keystone Renovations Corp., MCR Restoration Corp., MCR General Contracting, JOZEF WOLOSZ, Bogdon Sarzecki, Adam Radzewicz, ROBERT DZIEDZIACH, Mara Fox a/k/a Maria Fuks and M. Fox Services, Civil Docket No. 05-5035, was filed in the United States District Court for the Eastern District of New York. A copy of the Complaint is attached hereto as Exhibit A. In the Complaint, the plaintiffs alleged that the civil defendants employed them as carpenters, masons, painters, handymen and laborers on various city, state and federal construction projects. According to the Complaint, the civil defendants failed to pay the plaintiffs the "prevailing wages" required under the relevant provisions of the New York Labor Law and the federal Fair Labor Standards Act.

6. Specifically, the Complaint alleged that as the "alter ego" of Keystone Renovations Corp. ("Keystone"), JOZEF WOLOSZ regularly demanded that certain plaintiffs "pay to him directly or to his confederate, Defendant DZIEDZIACH, sums of money in cash in varying amounts in order for their employment to be continued." The Complaint further alleged that these plaintiffs were "forced by Defendant WOLOSZ to pay from each weekly paycheck to Defendant WOLOSZ directly or to his confederate, Defendant DZIEDZIACH, cash in an amount specified by Defendant WOLOSZ when the paychecks were given to Plaintiffs."¹

7. On July 8, 2008, attorneys for the parties in the civil action informed the court that they had reached a settlement agreement and expected the defendants to begin making payments to the plaintiffs by July 22, 2008. On July 23, 2008, a stipulation of dismissal was filed, and an order dismissing the case was entered on July 24, 2008.

THE RETALIATION CONSPIRACY

8. In or about early January 2008, RAFAL KREDENS, also known as "Andrzej," called a cooperating witness ("CW") and said that he had a potential job for the CW, which would involve

¹ In their Answer to the Complaint, dated January 27, 2006, DZIEDZIACH and WOLOSZ acknowledged their affiliation with Keystone, which was the corporate entity that employed several plaintiffs. New York Department of State records name WOLOSZ as the "Principal" of Keystone.

inflicting physical harm on certain people.² KREDENS gave the CW a phone number for MACIEJ ROPELEWSKI, also known as "Maciek." When the CW called ROPELEWSKI, ROPELEWSKI told the CW that ROPELEWSKI needed approximately five people hurt badly, perhaps breaking their legs, because they had taken ROPELEWSKI's boss to court over the payment of wages on a job site.

9. In a consensually recorded meeting on January 17, 2008, the CW met with ROPELEWSKI and ROBERT DZIEDZIACH. DZIEDZIACH told the CW, in sum and substance, that 11 people needed to be beaten, and stated that the beatings should be serious enough to require a three-month stay in the hospital for the victims. There are 11 named plaintiffs in the Complaint. DZIEDZIACH also told the CW that the beatings would have to wait until the court case was finished, which he expected would be on February 21, 2008. In fact, a settlement conference was held in Drej v. Keystone Renovations Corp. on February 21, 2008. At the direction of FBI agents, the CW demanded \$25,000 per victim, and DZIEDZIACH said he would check with his boss.

10. In a consensually recorded meeting with RAFAL KREDENS, also known as "Andrzej," on February 5, 2008, KREDENS

² The CW pled guilty in the Eastern District of New York to illegal possession of firearms, and, pursuant to a cooperation agreement, is cooperating with law enforcement in the hope of receiving a reduced sentence. The information provided by the CW is corroborated by consensual recordings, public records and other evidence.

suggested that the CW share \$60,000 of the proceeds from the assault scheme with him. KREDENS stated that he believed the "boss" was willing to pay such a large sum - \$25,000 per victim - to have the plaintiffs beaten because the plaintiffs "worked for five years for him and he gave them \$12 or \$15 and from the city he was taking \$40 per hour. ... You see how much money he made."

11. The CW met on separate occasions with ROPELEWSKI and KREDENS in May 2008. In those consensually recorded meetings, ROPELEWSKI and KREDENS suggested that their boss no longer wanted to go forward with the assaults on the plaintiffs because he was planning to settle the case, but they assured the CW that the CW still would be paid something due to their prior agreement. By July 2008, however, the retaliation scheme was revitalized. In a consensually recorded meeting with the CW on July 10, 2008, DZIEDZIACH stated that his boss, whom he identified as "JOZEK from Connecticut" (JOZEF WOLOSZ is a Connecticut resident) was simply waiting for the court case to be settled. DZIEDZIACH told the CW, in sum and substance, that they feared the judge would immediately blame WOLOSZ and the other defendants if the plaintiffs were attacked during the court proceedings. DZIEDZIACH further instructed the CW on how to carry out the assaults, stating, in sum and substance, "Just give them a fucking beating, legs ... whatever they can, it would be the best thing. It would be the best punishment, right. Nothing

needs to be said, you understand - 'this is for this or that,' for nothing."

12. Also during this July 10, 2008 meeting, DZIEDZIACH admitted that he and his confederates had paid \$15,000 to DARIUSZ LAPINSKI, also known as "Darek," to intimidate the plaintiffs in the past. DZIEDZIACH said, in sum and substance, "We had one loser, we met him, you know him, DAREK LAPINSKI, he said he knew some Russians, this and that, but it came out that he was a cheat and idiot. They paid him \$15,000. ... He only scared one guy's girlfriend or poured something on her back. ... But he took \$15,000. And the fuck disappeared, in the thin air. Gone, the guy is gone."

13. In fact, shortly after the Drej lawsuit was filed, one of the plaintiffs who had been employed by WOLOSZ at Keystone ("John Doe") began receiving calls from an unidentified male ("UM"), urging him to settle the case. On or about May 3, 2006, an unknown male assailant threw acid on the back of John Doe's girlfriend ("Jane Doe") as she walked to her job in Brooklyn, causing first and second degree burns. Shortly after this incident, UM called John Doe again and warned him to settle the case quickly. Jane Doe also received a call from an unidentified male, who warned her, in sum and substance, that the acid attack was just the beginning, and told her to make sure

that John Doe withdrew his lawsuit and settled the case out of court.

14. On July 21, 2008, in another consensually recorded meeting, DZIEDZIACH again lamented LAPINSKI's incomplete effort to intimidate the plaintiffs into dropping or settling the lawsuit. According to DZIEDZIACH, LAPINSKI was eventually arrested on unrelated charges of immigration fraud, claiming, in sum and substance, that LAPINSKI "didn't snitch anybody out but got pinched. ... He was doing some green cards stuff and he got fucked with that." In fact, LAPINSKI was arrested on or about February 13, 2008 on charges of criminal possession of stolen property, based on a fraud involving "green cards" (i.e., identification cards for Legal Permanent Residents). DZIEDZIACH described LAPINSKI as "a little one, curly hair, skinny." According to the New York City Police Department arrest report for LAPINSKI's February 13, 2008 arrest, LAPINSKI is five feet, five inches tall and weighs 135 pounds. His mugshot photograph shows that he has curly or wavy hair.

15. In the same July 21, 2008 meeting, DZIEDZIACH reiterated that his boss lived in Connecticut, and was still waiting for the case to be settled before proceeding with the beatings. When the CW asked for a deposit on the payments, DZIEDZIACH offered to set up a meeting between his boss and the CW. DZIEDZIACH also added another target to the list of the

intended victims - the Drej plaintiffs' lawyer. DZIEDZIACH asked the CW, in sum and substance, "Can you beat up the attorney? The one who is in charge of this case. ... the same attorney who fucked this up ... I know that he has an office somewhere in Manhattan." The office of the plaintiffs' attorney of record in the Drej case is located in Manhattan.

16. The CW eventually met DZIEDZIACH's "boss," JOZEF WOLOSZ, in a consensually recorded meeting on September 12, 2008. Agents conducting surveillance observed WOLOSZ leaving the meeting driving a gray Toyota Highlander, Connecticut license plate 646-SRL, which is registered to JOZEF WOLOSZ, date of birth May 18, 1958, with an address listed as 11 Yorkshire Road, Norwalk, Connecticut. During this meeting, WOLOSZ admitted that he had hired DARIUSZ LAPINSKI, also known as "Darek," complaining that "I fucking lost money there, and nothing took place." As a result, WOLOSZ instructed the CW to "collect" \$15,000 from LAPINSKI, and promised to pay the CW an additional \$7,000 for the CW's troubles. WOLOSZ said that he would tell DZIEDZIACH to give LAPINSKI's address to the CW. WOLOSZ assured the CW, however, that the job was not finished; he just needed to make enough money to afford paying the CW for the beatings. WOLOSZ told the CW, in sum and substance, "I would like to have a contact with you. Because I am going to need you. ... I have to rebuild my company again. I have to be back in business. I have to have

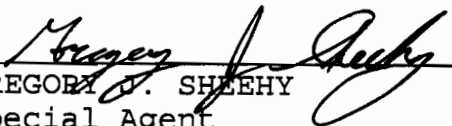
some money, so the situation doesn't repeat itself. And those people who fucking did this to me, I will fucking get them, one by one." WOLOSZ also confirmed his interest in retaliating against the plaintiffs' lawyer.

17. In a consensually recorded meeting on September 18, 2008, WOLOSZ paid \$5,000 to the CW, and promised to pay the remaining \$2,000 he owed the CW in the next week or two. WOLOSZ said that he was not yet ready to provide the CW with the names of the intended victims, but would give the CW that information when he had the necessary money.

18. Finally, in a consensually recorded meeting with ROPELEWSKI on September 25, 2008, ROPELEWSKI told the CW that the CW could find LAPINSKI at 6134 Madison Street in Ridgewood, Queens, in order to collect the \$15,000 previously paid to LAPINSKI. A public database search indicates that LAPINSKI has resided at 6134 Madison Street in Queens, New York.

WHEREFORE, your deponent respectfully requests that arrest warrants be issued for the defendants JOZEF WOLOSZ, ROBERT DZIEDZIACH, DARIUSZ LAPINSKI, also known as "Darek," RAFAL KREDENS, also known as "Andrzej," and MACIEJ ROPELEWSKI, also known as "Maciek," so that they may be dealt with according to law.

Dated: Brooklyn, New York
September 30, 2008


GREGORY J. SHEEHY
Special Agent
Federal Bureau of Investigation

Sworn to before me this
30th day of September, 2008

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TH

~~UNITED STATES MAGISTRATE JUDGE~~
EASTERN DISTRICT OF NEW YORK

EXHIBIT A

ROBERT WISNIEWSKI (RW-5308)
ROBERT WISNIEWSKI & ASSOCIATES P.C.
Attorneys for Plaintiffs
225 Broadway, Suite 612
New York, NY 10007
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CV 05 5035

BLOCK, J.

FILED

IN CLERK'S OFFICE
DISTRICT COURT E.D.N.Y.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

X OCT 27 2005

★ BROOKLYN OFFICE ★

**GOLD M.I.
RICO COMPLAINT**

CLASS ACTION

Plaintiffs,

-against-

**JURY TRIAL
DEMANDED**

KEYSTONE RENOVATIONS CORP., MCR RESTORATION
CORP., MCR GENERAL CONTRACTING, JOZEF WOLOSZ,
BOGDAN STARZECKI, ADAM RADZEWICZ,
ROBERT DZIEDZIACH, MARA FOX a/k/a MARIA FUKS
and M. FOX SERVICES.

Defendants

X

COMPLAINT

1. Plaintiffs, Rafal Drej ("Drej"), Pawel Czajka ("Czajka"), Michal Gmaj ("Gmaj"), Leslaw Maciag ("Maciag"), Robert Miezio ("Miezio"), Lukasz Olender ("Olender"), Dariusz Sarzynski ("D. Sarzynski"), Radoslaw Sarzynski ("R. Sarzynski"), Adam Sobolewski ("Sobolewski"), Pawel Stolarczyk ("Stolarczyk") and Jerzy Koprowicz ("Koprowicz") (collectively, the "Plaintiffs") on behalf of themselves and on

behalf of all others similarly situated, by their attorneys, Robert Wisniewski & Associates P.C., as and for their Complaint against the Defendants Keystone Renovations Corp. ("Keystone"), MCR Restoration Corp. ("MCR Restoration"), MCR General Contracting ("MCR General"), (collectively, the "Corporate Defendants"), Jozef Wolosz ("Wolosz"), Bogdan Starzecki ("Starzecki"), Adam Radzewicz ("Radzewicz") and Robert Dzedziach ("Dzedziach"), (collectively, the "Individual Defendants"), (Corporate Defendants and Individual Defendants are collectively referred to as "Construction Defendants") Mara Fox a/k/a Maria Fuks ("Fox") and M. Fox Services ("Fox Services"), (collectively, the "Accountants") state as follows:

NATURE OF THE ACTION

2. Plaintiffs, on behalf of themselves and on behalf of all others similarly situated (See **Exhibit 1**), bring this action to recover unpaid wages, unpaid overtime wages, liquidated damages and reasonable attorneys' fees under the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201, et seq.) ("FLSA"), the New York Minimum Wage Act (New York State Labor Law Articles 6 and 19) ("NYMWA") and to recover actual damages, treble damages and punitive damages for violations of the Organized Crime Control Act of 1970, Racketeer Influenced and Corrupt Organizations (18 U.S.C. § 1964) ("RICO"), New York State Labor Law ("Labor Law") § 198-b and § 193. Additionally, this action seeks damages and punitive damages arising out of breach of contract, unjust enrichment, fraud, negligence, gross negligence by certain or all Defendants and against the Individual Defendants for intentionally inducing the Corporate Defendants into violating the employee contract between the Corporate

Defendants and each of the Plaintiffs, depriving the Plaintiffs of wages they rightfully earned working for the Corporate Defendants.

3. The Individual Defendants are the officers, shareholders, managers and/or majority owners of the Corporate Defendants, which provide services in the area of construction to the public as well as on city, state and federal public job sites within the New York City area. Plaintiffs have been employed by Corporate Defendants as carpenters, masons, painters, handymen and laborers, who regularly worked over 40 hours per week, but were not compensated properly for the hours they worked and the overtime hours. Fox is the officer, shareholder, managers and/or majority owner of Fox Services, and in addition, upon information and belief, Fox is also the officer, shareholder, manager, majority owner, agent and/or employee of Defendant Keystone. Fox and Fox Services have provided accounting and tax services simultaneously to some of the Plaintiffs and to Defendants Keystone and Wolosz. In addition, Defendant Wolosz with the assistance of his confederates Defendant Dziedziach and Defendant Fox maintained a pattern and practice of demanding "kickbacks" from some of the Plaintiffs in exchange for Plaintiffs' continued employment with Defendant Keystone.

PARTIES, JURISDICTION AND VENUE

4. Plaintiffs, at all relevant times herein, were and are residents of the State of New York, County of Kings, County of Queens and County of Richmond.

5. The Corporate Defendants at all relevant times herein, were and are domestic business corporations duly organized under, and existing by virtue of, the laws of the State of New York, and having their respective principal places of business within

the State of New York.

6. The Individual Defendants at all relevant times herein were and still are residents of the State of New York, County of Kings, County of the Bronx and County of Nassau, except that Defendant Radzewicz is a resident of the State of Connecticut, Fairfield County.

7. The Individual Defendants are the officers, directors, managers and/or majority shareholders or owners of the Corporate Defendants and as ten largest shareholders are individually responsible for unpaid wages under the New York Business Corporation Law (See **Exhibit 2**).

8. At all times relevant hereto, Fox has been a resident of the State of New York, and resides in County of Kings. Fox has maintained accounting business practice in the State of New York.

9. At all times relevant hereto, Fox Services is a company, domestic partnership, general partnership, limited liability partnership and/or corporation having its executive offices and the principal places of business in the County of Kings.

10. This Court has subject matter jurisdiction over this action pursuant to 28 USC §1331, in that this action arises under 29 U.S.C. § 217 (FLSA); 28 U.S.C. §1337 (Regulation of Commerce), and 18 U.S.C. §1964 (RICO). This Court has jurisdiction over the Plaintiffs' state law claims pursuant to 28 U.S.C. §1367.

11. The Defendants engage in an enterprise whose annual volume of sales made or business done is not less than \$500,000.00, the activities of which affect interstate commerce in that the employees of said Defendants handle, sell or otherwise

work on goods or materials that have been moved in or produced for interstate commerce, and Defendants are thus employers subject to the jurisdiction of the FLSA and RICO.

12. This Court has personal jurisdiction over the Corporate Defendants and the Individual Defendants in that all Defendants are the citizens and residents of the State of New York; regularly conduct business within the State of New York; and all acts complained of in this complaint occurred within the State of New York.

13. This Court is a proper venue for this action, pursuant to, among other grounds, 28 U.S.C. § 1391(b).

JURY DEMAND

14. Plaintiffs demand a trial by jury of all issues so triable in this action.

FACTUAL BACKGROUND

15. Plaintiffs have been employees of the Corporate Defendants during the six years immediately preceding the initiation of this action and have performed labor and services as carpenters, masons, painters, handymen and tilers as defined by the FLSA and the NYMWA and regulations promulgated by the state and federal Department of Labor's Wage and Hour Division, but Plaintiffs have not received the compensation required by the FLSA, the NYMWA and/or the common law of the State of New York.

16. The Corporate Defendants are domestic business corporations, which are engaged in provision of goods and services relating to the construction in the city of New York and its environs.

17. Plaintiff Drej was employed by the Corporate Defendants as a carpenter and mason from approximately December 15, 2003 through June 6, 2005.

18. Plaintiff Czajka has been employed by the Corporate Defendants as a carpenter from approximately March of 2004 through June 20, 2005.
19. Plaintiff Gmaj was employed by the Corporate Defendants as a carpenter and tiler from approximately March of 2004 through March 3, 2005.
20. Plaintiff Maciag was employed by the Corporate Defendants as a carpenter from approximately February 20, 2004 through June 6, 2005.
21. Plaintiff Miezio was employed by the Corporate Defendants as a laborer and a carpenter from approximately February of 2001 through August of 2005.
22. Plaintiff Olender was employed by the Corporate Defendants as a handyman, carpenter and painter from approximately July of 2004 through September 8, 2004 and from approximately April 16, 2005 through September 14, 2005.
23. Plaintiff D. Sarzynski was employed by the Corporate Defendants as a carpenter and mason from approximately January of 2004 through June 20, 2005.
24. Plaintiff R. Sarzynski was employed by the Corporate Defendants as a carpenter and mason from approximately June of 2004 through June 4, 2005.
25. Plaintiff Sobolewski was employed by the Corporate Defendants as a carpenter from approximately June of 2001 through June of 2003.
26. Plaintiff Stolarczyk was employed by the Corporate Defendants as a carpenter from approximately July 10, 2002 through June 6, 2005.
27. Plaintiff Koprowicz was employed by the Corporate Defendants as a laborer from approximately May 1, 2004 through October 6, 2004 and as a carpenter from approximately February of 2005 through October 7, 2005.

28. Plaintiffs regularly worked at least 40 hours per week but were not paid for all the time they worked for the Corporate Defendants.

29. Plaintiffs regularly worked in excess of 40 hours per week but were not paid the proper overtime rate under the relevant Federal and New York State laws.

30. At all times herein, Defendant Keystone Renovations Corp. was and still is a domestic business corporation duly organized under, and existing by virtue of, the laws of the State of New York, and presently having its principal place of business at 112 Newel Street, #3L, Brooklyn, NY 11222.

31. At all times herein, Defendant MCR Restoration Corp. was and still is a domestic business corporation duly organized under, and existing by virtue of, the laws of the State of New York, and presently having its principal place of business at 3205 Philip Avenue, Bronx, New York 10465 and/or 512 68th Street, Brooklyn, NY 11220.

32. At all times herein, Defendant MCR General Contracting was and still is a domestic general partnership duly organized under, and existing by virtue of, the laws of the State of New York, and presently having its principal place of business at 512 68th Street, Brooklyn, NY 11220.

33. At all times herein, Defendant MCR General Contracting was and still is a domestic limited partnership duly organized under, and existing by virtue of, the laws of the State of New York, and presently having its principal place of business at 512 68th Street, Brooklyn, NY 11220.

34. At all times herein, Defendant MCR General Contracting was and still is a foreign business corporation duly organized under and existing by virtue of the laws of

a jurisdiction other than the State of New York and duly authorized and licensed to conduct business in the State of New York.

35. At all times herein, Defendant MCR General Contracting was and still is is a foreign general partnership duly organized under and existing by virtue of the laws of a jurisdiction other than the State of New York and duly authorized and licensed to conduct business in the State of New York.

36. At all times herein, Defendant MCR General Contracting was and still is a foreign limited partnership duly organized under and existing by virtue of the laws of a jurisdiction other than the State of New York and duly authorized and licensed to conduct business in the State of New York.

37. Upon information and belief, Defendant Radzewicz and Defendant Starzecki each is the officer, director, shareholder, manager, owner, agent and/or member of the Corporate Defendants MCR Restoration and/or MCR General Contracting.

38. That at all times herein, the Corporate Defendants transacted and still transact substantial business and derived and still derive substantial revenue from services rendered in the State of New York.

39. At all times herein, the Individual Defendants were and still are the owners, directors, officers, managers, employees and/or agents of the Corporate Defendants.

40. At all times herein, any or all of the Individual Defendants have conducted business as the Corporate Defendants.

41. At all times relevant herein, the Individual Defendants have acted for and

on behalf of the Corporate Defendants, with the power and authority vested in them as officers, agents and employees of the Corporate Defendants, and have acted in the course and scope of their duties and functions as agents, employees and officers of the Corporate Defendants.

42. Upon information and belief, Defendant Keystone Renovations Corp. is an alter ego of Defendant Wolosz, and as will be established at trial, for the purpose of the claims made by Plaintiffs herein, the Defendant Keystone Renovations Corp. has no separate legal existence from the Individual Defendant Wolosz, and, as a result, Defendant Keystone Renovations Corp. and the Individual Defendant Wolosz, individually and collectively, and jointly and severally, are liable for all claims made herein.

43. Upon information and belief, Defendants MCR Restoration Corp. and MCR General Contracting each are alter egos of Defendants Radzewicz and Starzecki, and as will be established at trial, for the purpose of the claims made by Plaintiffs herein, each of Defendants MCR Restoration Corp. and MCR General Contracting has no separate legal existence from Defendants Radzewicz and Starzecki, and, as a result, Defendants MCR Restoration Corp. and MCR General Contracting and Defendants Radzewicz and Starzecki, individually and collectively, and jointly and severally, are liable for all claims made herein.

44. Upon information and belief, at all times relevant herein, Defendants Keystone, MCR Restoration and MCR General were joint employers of Plaintiffs; shared public works and other jobs with each other; were joint venturers on such projects; had

common employees; and were alter egos of each other such that they do not have separate existence from each other, and as will be established at trial, for the purpose of the claims made by Plaintiffs herein, each of the Corporate Defendants has no separate legal existence from each other and collectively, and jointly and severally, the Corporate Defendants are liable for all claims made herein by Plaintiffs.

45. The Corporate Defendants bid upon, obtained and performed, publicly-financed projects – city, state and federal projects as General Contractors and Subcontractors.

46. The Corporate Defendants performed contracts entered into between them and the various governmental instrumentalities, which contracts were covered by the relevant provisions of the New York Labor Law and various federal laws relating to “prevailing wages” to be paid to employees of the Corporate Defendants.

47. The Corporate Defendants entered into a contract with Plaintiffs to perform the work for which Plaintiffs provided labor, and that such work was part of publicly financed projects covered by the provisions of New York Labor Law and various federal laws.

48. When the Corporate Defendants entered into the aforesaid contracts to perform the work for which Plaintiffs provided labor, the Corporate Defendants were required, under the relevant law and/or contracts, to pay their employees, including the Plaintiffs, a “prevailing wage” that was specified in such contract or was incorporated by reference into such contract.

49. Plaintiffs were persons covered by, and/or intended to benefit from, the

provisions of New York Labor Law and/or other federal law, in respect to their work on the projects for which they provided labor.

50. At all times relevant herein, each of the Individual Defendants has directly managed, handled, or been responsible for, the payroll and/or payroll calculations and signing or issuing checks for the Plaintiffs and others or by virtue of his/her position with the Corporate Defendants has been responsible for the proper management and handling of the payroll and payroll calculations at the Corporate Defendants.

51. The various violations of law which are alleged herein were committed intentionally and/or willfully by the Defendants.

52. The Individual Defendants have willfully and intentionally acted to violate the laws, rules, regulations, statutes and wage orders alleged herein, and by doing so and by virtue of their positions as controlling owners, shareholders, directors, officers and/or managers of Corporate Defendant, have assumed personal liability for the claims of the Plaintiffs herein.

53. The Corporate Defendants and the Individual Defendants are joint employers of Plaintiff and as a result, all Defendants, individually and collectively, and jointly and severally, are liable for all claims made herein.

**VIOLATIONS OF RACKETEER INFLUENCED CORRUPT
ORGANIZATIONS ACT §§ 1962 (c) and (d)
BY DEFENDANTS WOLOSZ AND DZIEDZIACH**

54. Defendant Wolosz maintained a pattern and practice of regularly demanding that Plaintiffs Maciag, Sobolewski, Stolarczyk and others pay to him directly

or to his confederate, Defendant Dziedziach, sums of money in cash in varying amounts in order for their employment to be continued.

55. Defendant Wolosz demanded of Plaintiffs Maciag, Sobolewski, Stolarczyk and others, that from each cashed paycheck they were to return to him directly or to his confederate, Defendant Dziedziach, cash in a certain amount specified by Defendant Wolosz.

56. Each week on pay date, Plaintiffs Maciag, Sobolewski, Stolarczyk and others were forced by Defendant Wolosz to pay from each weekly paycheck to Defendant Wolosz directly or to his confederate, Defendant Dziedziach, cash in an amount specified by Defendant Wolosz when the paychecks were given to Plaintiffs.

57. In fact, upon encashment of each paycheck, Plaintiffs Maciag, Sobolewski, Stolarczyk and others paid to Defendant Wolosz directly or to his confederate, Defendant Dziedziach, the amount in cash specified by Defendant Wolosz. In paying the kickbacks, Plaintiffs Maciag, Sobolewski and Stolarczyk understood that failure to pay such a kickback would result in the loss of employment with the Defendant Keystone Renovations Corp.

ALLEGATIONS AGAINST THE ACCOUNTANTS

58. At all times herein, Defendant Fox Services is a company, domestic partnership, general partnership, limited liability partnership and/or corporation formed pursuant to the Laws of the State of New York, and has its executive offices and the principal places of business at the following locations: 157 Huron Street, Brooklyn, New York 11222 and/or at: 896 Manhattan Ave, Brooklyn, New York 11222.

59. Defendant Fox is an owner, shareholder, director, manager and/or is doing business as Defendant Fox Services.

60. Upon information and belief, at all times herein, Defendant Fox, was and still is an accountant for Defendant Keystone Renovations Corp. and Defendant Wolosz.

61. Upon information and belief, at all times herein, Fox either individually or on behalf of Fox Services provided tax and accounting advice to, and prepared taxes for, Defendant Keystone Renovations Corp. and Defendant Wolosz.

62. Upon information and belief, Defendant Fox is a manager, shareholder, officer, director, agent and/or employee of Defendant Keystone.

63. At all times herein, the Accountants also provided accounting, tax service and advice for Plaintiffs Maciag, Stolarczyk and Sobolewski, who were referred to them by Defendants Wolosz and Keystone.

64. Fox represented to Plaintiffs Maciag, Stolarczyk and Sobolewski that she and Fox Services would prepare taxes and provide accounting and tax advice for them and that she would look out for their interests. Based on such representations, each of Plaintiffs Maciag, Stolarczyk and Sobolewski retained the Accountants to prepare their taxes and to provide tax advice.

65. The relationship between the Accountants and Keystone and Wolosz was continuing in nature and lasted through the employment of Plaintiffs Maciag, Stolarczyk and Sobolewski with Keystone Renovations Corp. and has continued to this day.

66. In fact, the Accountants did provide accounting and tax services to Plaintiffs Maciag, Stolarczyk and Sobolewski and prepared for them tax returns, which

the Plaintiffs later filed with the appropriate tax authorities.

67. Unbeknownst to Plaintiffs Maciag, Stolarczyk and Sobolewski when the Accountants were providing accounting and tax services to, and prepared tax returns for, them, they were protecting the interests of Defendants Wolosz and Keystone. As a result, such advice and tax documents were in fact wrong, fraudulent and detrimental to the Plaintiffs.

68. The Accountants had an actual and/or potential conflict of interest in providing simultaneous accounting and tax services for Plaintiffs Maciag, Stolarczyk and Sobolewski and Keystone Renovations Corp. and Defendant Wolosz.

69. The Accountants failed to disclose such actual and/or potential conflict of interest to Plaintiffs Maciag, Stolarczyk and Sobolewski.

70. The Accountants violated the ethical rules governing the profession of accountants in the State of New York.

CLASS ALLEGATIONS

71. Plaintiffs bring this action on behalf of themselves and all other persons who were or are employed by Construction Defendants as carpenters, masons, painters, handymen and laborers and performed work, labor and services but did not receive the compensation required by the FLSA, other provisions of the Federal Labor Law, the NYMWA, and the common law of the State of New York;

72. Upon information and belief, this class of persons consists of not less than One Hundred (100) persons, and the class is thus so numerous that joinder of all members is impracticable under the standards of Fed. R. Civ. P. 23 (a)(1).

73. There are questions of law and fact common to the class which predominate over any questions affecting only individual members, specifically: whether the employment of the Plaintiffs by Construction Defendants is subject to the jurisdiction and the wage, prevailing wage and overtime requirements of the FLSA and the NYMWA and the common law of New York. Only the amount of individual damages sustained by each class member will vary.

74. The claims of the named Plaintiffs are typical of the claims of the above-described class in that all of the members of the class have been similarly affected by the acts and practices of Construction Defendants.

75. The named Plaintiffs will fairly and adequately protect the interests of the members of the class, in that their interests are not adverse to the interests of the other members of the class.

76. A class action is superior to other available methods for the fair and efficient adjudication of the controversy under the standards of Fed. R. Civ. P. 23 (b)(3).

77. The named Plaintiffs bring the first through the fifth claims for relief herein on behalf of themselves individually and all persons similarly situated as a class action pursuant to Federal Rule of Civil Procedure 23, in respect to all claims that the named Plaintiffs and all persons similarly situated have against Construction Defendants as a result of Construction Defendants' violations under the FLSA, the Labor Law, other provisions of the Federal Labor Law and the common law of the State of New York.

FIRST CLAIM FOR RELIEF

(Breach of Contract against Construction Defendants)

78. Plaintiffs repeat and reallege each and every allegation as previously set forth.

79. Plaintiffs and all others similarly situated agreed to perform work and services as laborers for Construction Defendants and were entitled to wages they rightfully earned while working for Construction Defendants.

80. Plaintiffs and all others similarly situated are the intended third party beneficiaries of the Corporate Defendants' construction contracts entered into between the Corporate Defendants and the various governmental instrumentalities, including without limitation the terms and conditions thereof mandating payment of prevailing wages and prevailing wage supplements to workers such as Plaintiffs and all others similarly situated supplying labor thereunder.

81. Plaintiffs and all others similarly situated supplied labor in connection with and in furtherance of the work required under the Corporate Defendants' construction contracts with various governmental instrumentalities.

82. In accordance with the terms and conditions of the Corporate Defendants' construction contracts with various governmental instrumentalities, and the relevant provisions of the New York Labor Law and various federal laws relating to "prevailing wages" to be paid to employees of the Corporate Defendants, Plaintiffs and all others similarly situated should have been paid the prevailing wage and prevailing wage supplements for the work and labor Plaintiffs and all others similarly situated supplied in

connection with and in furtherance of the work contemplated by such contracts.

83. The Corporate Defendants knowingly and willfully failed or refused to pay Plaintiffs and all others similarly situated the prevailing wage and prevailing wage supplements for regular and overtime hours of work in connection with the execution of the Corporate Defendants' contracts with various governmental instrumentalities.

84. The Corporate Defendants' failure or refusal to pay Plaintiffs and all others similarly situated the prevailing wage and prevailing wage supplements constitutes a material breach of the Corporate Defendants' contracts with various governmental instrumentalities.

85. That by virtue of the foregoing breach of contract by Corporate Defendants, Plaintiffs and all others similarly situated have been damaged in an amount to be proven at trial based upon an accounting of the amount Plaintiffs and all others similarly situated should have been paid in prevailing wages and prevailing wage supplements, less amounts actually paid to Plaintiffs and all others similarly situated, together with an award of interest, costs, disbursements, attorneys' fees.

SECOND CLAIM FOR RELIEF

(Labor Law § 220 against Construction Defendants)

86. Plaintiffs repeat and reallege each and every allegation previously set forth herein.

87. Construction Defendants were required, under New York Labor Law and federal laws, to pay their employees, including the named Plaintiffs and all other similarly situated persons who consent in writing to join this action pursuant to 29 U.S.C. § 216(b),

and upon information and belief there are numerous such similarly situated persons, a "prevailing wage" that was specified in such contracts or was incorporated by reference into such contracts.

88. The named Plaintiffs and all other similarly situated persons were persons covered by, or intended beneficiaries of, the contracts entered into by the Corporate Defendants with the various instrumentalities of city, state and federal government to perform work on publicly financed projects, which were covered by the provisions of New York Labor Law and various federal laws.

89. Construction Defendants violated the provisions of New York Labor Law in that they failed to pay the Plaintiffs and all other similarly situated persons the prevailing wages required under the relevant laws.

90. The named Plaintiffs and all other similarly situated persons did not receive the monies they were due as beneficiaries of New York Labor Law and/or various federal laws, which provided for the payment of prevailing wages, and as a result, seek a judgment against Construction Defendants for damages based upon an accounting of the amount of monies Plaintiffs were paid and the amount Plaintiffs should have been paid in prevailing wages, together with an award of interest, costs, disbursements, attorneys' fees, as allowed by the relevant statute and such other relief as the Court deems proper.

THIRD CLAIM FOR RELIEF
(FLSA against Construction Defendants)

91. Plaintiffs repeat and reallege each and every allegation previously set forth herein.

92. The named Plaintiffs bring this claim for relief on behalf of themselves and all other similarly situated persons who consent in writing to join this action pursuant to 29 U.S.C. § 216 (b), and upon information and belief there are numerous such similarly situated persons. Pursuant to the applicable provisions of the FLSA, 29 U.S.C. § 206 and § 207, and the Wage Orders issued under the FLSA at 29 C.F.R. § 552, Plaintiffs were entitled to a minimum wage and an overtime hourly wage of time and one-half their regular hourly wage for all hours worked in excess of forty hours per week.

93. The named Plaintiffs and all other similarly situated persons who consent in writing to join this action worked more than forty hours per week for Construction Defendants, and Construction Defendants willfully failed to make said minimum wage and/or overtime payments.

94. The named Plaintiffs on behalf of themselves and all other similarly situated persons who consent in writing to join this action, seek on this second claim for relief, a judgment against Construction Defendants for unpaid overtime wages, such sums to be determined based upon an accounting of the hours worked by, and wages actually paid to, Plaintiffs, and Plaintiffs also seek an award of liquidated damages, attorneys' fees, interest and costs as provided for by the FLSA.

FOURTH CLAIM FOR RELIEF
(NYMWA against Construction Defendants)

95. Plaintiffs repeat each and every allegation previously made herein.

96. Pursuant to the NYMWA, Labor Law Articles 6 and 19, Labor Law §198 and the Wage Orders issued under the NYMWA at 12 N.Y.C.R.R. §§ 137-143, Plaintiffs were entitled to certain hourly minimum wages, overtime wages, and other wages, all of which Construction Defendants intentionally failed to pay in violation of such laws.

97. Wherefore the named Plaintiffs, on behalf of themselves and the within described class of other similarly situated persons on this fourth claim for relief, seek a judgment against Construction Defendants for all wages which should have been paid, but were not paid, to the named Plaintiffs and such class members pursuant to the NYMWA and the Wage Orders issued thereunder and the other provisions of the Labor Law; the total amount of such unpaid wages to be determined at trial upon an accounting of the hours worked by, and wages paid to, each Plaintiff, along with an award of attorneys' fees, interest and costs as provided under the NYMWA and Labor Law § 198 and § 663.

FIFTH CLAIM FOR RELIEF
(Unjust Enrichment against Individual Defendants)

98. Plaintiffs repeat and reallege each and every allegation previously set forth herein.

99. The Individual Defendants have been unjustly enriched to the detriment of Plaintiffs and others similarly situated because they caused the Corporate Defendants to underpay Plaintiffs and others similarly situated for work performed for

the Defendants and Defendants Wolosz has received unlawfull "kick-backs" from the Plaintiffs Maciag, Sobolewski and Stolarczyk.

100. The Individual Defendants as owners of the Corporate Defendants benefited from the Corporate Defendants' underpayment by withdrawing income and profits from the Corporate Defendants that were the direct result of the underpayment of wages.

101. As a result of the Individual Defendants' unjust enrichment, Plaintiffs have been damaged in an amount to be determined at trial upon an accounting of the hours worked by, and wages paid to Plaintiffs, and the other class members and others similarly situated and upon an accounting of the "kick-backs" paid by Plaintiffs Maciag, Sobolewski and Stolarczyk to Defendant Wolosz along with an award of attorneys' fees.

SIXTH CLAIM FOR RELIEF

(For Violations of Racketeer Influenced Corrupt Organizations Act against Defendants Wolosz and Dziedziach)

102. Plaintiffs Maciag, Sobolewski and Stolarczyk repeat and reallege each and every allegation previously set forth herein.

103. Defendant Keystone is an enterprise as that term is defined in 18 U.S.C. § 1961(4) and § 1962 (c), which enterprise engages in, and the activities of which affect, interstate commerce.

104. Defendants Wolosz and Dziedziach are "persons" as that term is defined in 18 U.S.C. § 1961(3) and § 1962 (c) and are employed, and otherwise associated with the Corporate Defendant Keystone Renovations Corp.

105. Defendants Wolosz and Dziedziach engaged in a pattern of racketeering activity as defined by 18 U.S.C. §1961 in that they maintained a pattern and/or practice of demanding "kick-backs" from Plaintiffs Maciag, Sobolewski and Stolarczyk in exchange for continuing employment with Defendant Keystone, and Defendants Wolosz and Dziedziach would exploit the Plaintiffs Maciag, Sobolewski and Stolarczyk's fear of economic harm in order to induce them to pay Defendant Wolosz directly or through his confederate, Defendant Dziedziach:

- a) Defendant Wolosz instructed Plaintiffs Maciag, Sobolewski and Stolarczyk that they would have to cash their paychecks and give him cash in an amount determined by Defendant Wolosz.
- b) Defendant Wolosz instructed Plaintiffs Maciag, Sobolewski and Stolarczyk that their hourly rate featured on their pay stubs was for "the government only", and that their true hourly wage was in fact substantially less, and the difference between the net pay featured on the paycheck issued to Plaintiff Maciag, Sobolewski and Stolarczyk and the amount Defendant Wolosz told them would be their "net pay" was to be returned to him by Plaintiffs Maciag, Sobolewski and Stolarczyk in cash upon each encashment of the paycheck by Plaintiffs Maciag, Sobolewski and Stolarczyk.
- c) Each week, Plaintiffs Maciag, Sobolewski and Stolarczyk complied with Defendant Wolosz's demands and, upon encashment of their paycheck would bring either to Defendant Wolosz directly

or to Defendant Dziedziach the cash in an amount as determined by Defendant Wolosz on a weekly basis.

106. Said acts on the part of Defendants Wolosz and Dziedziach constitute a pattern of extortion, which is chargeable under New York State law and punishable by imprisonment for more than one year and is indictable under 18 U.S.C. § 1951, otherwise known as the Hobbs Act.

107. Defendants Wolosz and Dziedziach's acts constitute a violation of 18 U.S.C. § 1962 (c) in that Defendants Wolosz and Dziedziach, who were employed by and/or associated with the Defendant Keystone, an enterprise with activities that affect interstate commerce, conducted or participated in the conduct of the Defendant Keystone's affairs through a pattern of racketeering activity.

108. The pattern of racketeering activity referred to above consisted of the extortion scheme which had the same specific intent, namely using unlawful influence to enrich the Individual Defendants Wolosz and Dziedziach and/or the Defendant Keystone at the expense of the Plaintiffs Maciag, Sobolewski and Stolarczyk. The scheme involved more than two acts of extortion of Plaintiffs Maciag, Sobolewski and Stolarczyk by Defendants Wolosz and Dziedziach.

109. These predicate acts are related because they had the same or similar purposes and goals (the unlawful enrichment of Defendants Wolosz and Dziedziach and the Corporate Defendants) and the same or similar method of commission (the unlawful exertion of influence upon the employees Maciag, Sobolewski and Stolarczyk through direct and implied threats and the receipt of cash kickbacks from the employees).

110. Defendants Wolosz and Dziedziach's acts constitute a violation of 18 U.S.C. § 1962 (d) in that Defendants Wolosz and Dziedziach conspired with each other to, and did, violate 18 U.S.C. § 1962 (c).

111. As a result of the foregoing, Plaintiffs Maciag, Sobolewski and Stolarczyk have been injured in their persons and their property in that they have paid the aforesaid "kick-backs" under duress and fear of economic harm and/or have sustained loss of earnings and mental anguish and emotional distress and are therefore entitled to treble damages, punitive damages, costs and expenses of the suit and reasonable attorney's fees.

SEVENTH CLAIM FOR RELIEF

(Labor Law §§ 198-b and 193 against Defendants Wolosz and Dziedziach)

112. Plaintiffs Maciag, Sobolewski and Stolarczyk repeat and reallege each and every allegation previously set forth herein.

113. Defendants Wolosz and Dziedziach have, on numerous occasions as set forth herein, demanded, requested and/or received returns, donations and/or contributions from Plaintiffs Maciag, Sobolewski and Stolarczyk's wages and salaries, after Plaintiffs Maciag, Sobolewski and Stolarczyk were engaged in employment through the Corporate Defendant Keystone Renovations Corp., upon the statement, representation or understanding that failure to comply with such request or demand would prevent Plaintiffs Maciag, Sobolewski and Stolarczyk retaining employment, in violation of section 198-b of the Labor Law.

114. In addition, the foregoing constitutes a violation of section 193 of the Labor Law, in that Defendant Wolosz required Plaintiffs Maciag, Sobolewski and

Stolarczyk to make the aforesaid payments to him directly or to Defendant Dziedziach, which were not authorized in writing by Plaintiffs Maciag, Sobolewski and Stolarczyk or for their benefit.

115. As a result of the foregoing, Plaintiffs Maciag, Sobolewski and Stolarczyk have been damaged in an amount to be determined at trial upon an accounting of the "kickbacks" paid by Plaintiffs Maciag, Sobolewski and Stolarczyk to Defendant Wolosz directly or to Defendant Dziedziach, and have further sustained loss of earnings and mental anguish and emotional distress in an amount to be determined at trial.

116. In addition, as Defendants Wolosz's and Dziedziach's conduct has been willful and constitutes a public wrong, Plaintiffs Maciag, Sobolewski and Stolarczyk are entitled to punitive damages to be determined by this Court.

EIGHTH CLAIM FOR RELIEF
(Prima Facie Tort against Wolosz and Dziedziach)

117. Plaintiffs Maciag, Sobolewski and Stolarczyk repeat and reallege each and every allegation as previously set forth herein.

118. Defendant Wolosz and Dziedziach engaged in the kickback scheme solely for their own pecuniary interests, intentionally inflicting injury to Plaintiffs Maciag, Sobolewski and Stolarczyk without just cause and thereby committed a prima facie tort.

119. That Defendants Wolosz's and Dziedziach's conduct was interwoven into a scheme of misrepresentation and fraud and constitutes a public wrong.

120. Defendants Wolosz and Dziedziach intended to injure Plaintiffs Maciag, Sobolewski and Stolarczyk.

121. That by virtue of the foregoing prima facie tort by Defendant Wolosz and Dziedziach, Plaintiffs Maciag, Sobolewski and Stolarczyk have been damaged in an amount far exceeding the minimum jurisdictional requirements of this Court, together with interest and costs and Plaintiffs Maciag, Sobolewski and Stolarczyk are further entitled to punitive damages in an amount to be determined by the Court, as such conduct of Defendant Wolosz and Dziedziach was intentionally undertaken for reprehensible motives with criminal indifference to their civil obligations and such conduct constitutes a public wrong.

NINTH CLAIM FOR RELIEF

(For Negligence against the Accountants)

122. Plaintiffs Maciag, Stolarczyk and Sobolewski repeat and reallege each and every allegation as previously set forth.

123. Plaintiffs Maciag, Stolarczyk and Sobolewski retained Accountants to provide accounting, tax services and advice to Plaintiffs Maciag, Stolarczyk and Sobolewski.

124. The Accountants failed to exercise that degree of reasonable knowledge and skill that they should possess and exercise in connection with providing accounting and tax services to Plaintiffs Maciag, Stolarczyk and Sobolewski.

125. The Accountants were negligent in their acts, conduct and omissions.

126. Plaintiffs Maciag, Stolarczyk and Sobolewski were free from negligence.

127. As a direct and proximate result of the Accountants' negligence as aforesaid, Plaintiffs Maciag, Stolarczyk and Sobolewski sustained damage and injury of a

monetary nature the exact amount of which will be proven at trial but which, without interest and costs, far exceeds the minimum jurisdictional requirements of this court, plus interest and costs and reasonable attorneys' fees.

TENTH CLAIM FOR RELIEF

(For Gross Negligence against the Accountants)

128. Plaintiffs Maciag, Stolarczyk and Sobolewski repeat and reallege each and every allegation as previously set forth.

129. The Accountants were grossly negligent or recklessly indifferent in providing accounting and tax advisory services for the Plaintiffs Maciag, Stolarczyk and Sobolewski and in the preparation of Plaintiffs Maciag, Stolarczyk and Sobolewski's tax returns.

130. Plaintiffs Maciag, Stolarczyk and Sobolewski were free from negligence.

131. As a direct and proximate result of the Accountants' negligence as aforesaid, Plaintiffs Maciag, Stolarczyk and Sobolewski sustained damage and injury of a monetary nature the exact amount of which will be proven at trial but which, without interest and costs, far exceeds the minimum jurisdictional requirements of this court plus interest and costs and reasonable attorneys' fees and punitive damages in an amount to be determined by the Court.

ELEVENTH CLAIM FOR RELIEF

(For Fraud against the Accountants)

132. Plaintiffs Maciag, Stolarczyk and Sobolewski repeat and reallege each and every allegation as previously set forth.

133. The Accountants had knowledge that their conduct described herein was deceitful.

134. The Accountants intended to deceive Plaintiff s Maciag, Stolarczyk and Sobolewski.

135. Plaintiffs Maciag, Stolarczyk and Sobolewski believed and relied upon the representations of the Accountants made either orally or transmitted to Plaintiffs Maciag, Stolarczyk and Sobolewski.

136. The above fraud damaged Plaintiffs Maciag, Stolarczyk and Sobolewski by virtue of their having filed improper tax returns with the tax authorities, and subjected them to substantial penalties and interest, and other direct and consequential damages.

137. The above fraud was intentional and continued over a long period of time. The Accountants' misconduct was not an isolated instance but rather continued over the period of years.

138. The Accountants conduct was willful, wanton, malicious, intentional, illegal, and improper.

139. By reason of the foregoing, Plaintiffs Maciag, Stolarczyk and Sobolewski sustained actual damages in an amount to be proven at trial but far exceeding the jurisdictional minimum of this court, and Plaintiffs Maciag, Stolarczyk and Sobolewski are entitled to recover actual damages, plus interest and costs and punitive damages in an amount to be determined by the Court.

WHEREFORE, it is respectfully requested that the Court assume jurisdiction herein and thereafter Plaintiffs demand a trial by jury and judgment against defendants as

follows:

Against Construction Defendants in favor of Plaintiffs and others similarly situated:

1. Compensatory damages in an amount to be determined at trial, together with interest;
2. Liquidated damages pursuant to the FLSA and NYMWA;
3. Plaintiffs' costs and reasonable attorneys' fees;

Against Defendants Wolosz and Dziedziach in favor of Plaintiffs Maciag,

Sobolewski and Stolarczyk:

4. Compensatory damages in an amount to be determined at trial, together with interest;
5. Punitive damages in an amount to be determined at trial;
6. Treble damages pursuant to RICO;
7. Plaintiffs' costs and reasonable attorneys' fees;

Against the Accountants in favor of Plaintiffs Maciag, Sobolewski and

Stolarczyk:

8. Compensatory damages in an amount to be determined at trial, together with interest;
9. Punitive damages in an amount to be determined at trial;

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10. Plaintiffs' costs and reasonable attorneys' fees;

Together with such other and further relief that the Court deems just.

Dated: New York, New York
October 26, 2005

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