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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

THE PEOPLE OF THE STATE OF NEW YORK by LETITIA JAMES, ATTORNEY GENERAL OF THE STATE OF NEW YORK,

Plaintiff,

-against-

ROMAN M. PETRIK, EXTERIOR HOTEL IMPROVEMENT, INC., NAYAN K. PATEL, HORIZON EDGE HOSPITALITY, LLC, HOLIDAY HOSPITALITY FRANCHISING, LLC, and SIX CONTINENTS HOTELS, INC., (d/b/a IHG HOTELS & RESORTS)

Defendants.

SUMMONS

Index No.:

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with the summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service. If this summons is not personally served upon you, or if this summons is served upon you outside of the State of New York, then your answer or notice of appearance must be served within thirty (30) days. In case of your failure to appear or answer, judgment will be taken against you by default, for the relief demanded in the Complaint.

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Venue is proper because Plaintiff maintains an office at 144 Exchange Blvd., Suite 200 Rochester, NY 14614 and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in Monroe County.

Dated: New York, New York
November 19, 2026

Respectfully submitted,

LETITIA JAMES
Attorney General of the State of New York
Office of the New York State Attorney General
28 Liberty Street, 15th Floor
New York, New York 10005

KAREN CACACE, *Chief of Labor Bureau*
YOUNG LEE, *Deputy Chief of Labor Bureau*
FIONA KAYE, *Civil Enforcement Section Chief*

By: /s/
ABIGAIL RAMOS, *Assistant Attorney General*
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SUPREME COURT OF THE STATE OF NEW YORK
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THE PEOPLE OF THE STATE OF NEW YORK by LETITIA JAMES, ATTORNEY GENERAL OF THE STATE OF NEW YORK,

Plaintiff,

-against-

ROMAN M. PETRIK, EXTERIOR HOTEL IMPROVEMENT, INC., NAYAN K. PATEL, HORIZON EDGE HOSPITALITY, LLC, HOLIDAY HOSPITALITY FRANCHISING, LLC, and SIX CONTINENTS HOTELS, INC., (d/b/a IHG HOTELS & RESORTS)

Defendants.

COMPLAINT

Index No.:

Plaintiff, the People of the State of New York, by Letitia James, Attorney General of the State of New York (the "Attorney General"), respectfully alleges:

INTRODUCTION

1. The Attorney General brings this action on behalf of the People of the State of New York pursuant to New York Executive Law § 63(12) against Defendants: Roman Petrik ("Petrik") and Exterior Hotel Improvement, Inc., (collectively "Contractor Defendants"); Nayan Patel ("Patel") and Horizon Edge Hospitality, LLC (collectively "Hotel Owner Defendants"); Six Continents Hotels, Inc. (d/b/a IHG Hotels & Resorts) and Holiday Hospitality Franchising, LLC (collectively "IHG"), to enjoin Contractor and Hotel Owner Defendants from conducting their business in violation of the New York Labor Law ("NYLL"), Art. 6, §§ 190 *et seq.*, Art. 7, § 215, Art. 19, §§ 650 *et seq.*, Art. 20-C, § 740; Executive Law § 296 (New York State Human Rights Law) ("NYSHRL"); the Trafficking Victims Protection Reauthorization Act ("TVPRA"),

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18 U.S.C. §§ 1581 *et seq.*; and Executive Law § 63(12), and to seek declaratory and monetary remedies for past violations of these laws by Defendants.

2. Contractor Defendants recruited renovation workers from several states and countries to travel to Rochester, New York to perform renovation work on a Holiday Inn hotel owned and operated by Hotel Owner Defendants and licensed by IHG.

3. The renovation workers were hired to renovate different areas of the hotel and regularly worked 10+ hour days to complete the work in accordance with the renovation timeline. However, the Contract Defendants failed to pay the workers for all of their labor, and the workers continued to work even though their labor remained unpaid.

4. Contractor Defendants also promised to provide housing at the hotel for the renovation workers. However, Hotel Owner Defendants and Contractor Defendants moved the renovation workers into a part of the hotel that did not meet basic human habitation standards. The rooms did not have electricity, heat, or running water and had persistent pests and vermin.

5. When the renovation workers complained about not getting paid, Contractor Defendants and Hotel Owner Defendants retaliated against the renovation workers by threatening loss of wages, eviction, and deportation.

6. Contractor Defendants also perpetuated sexual harassment and a hostile work environment as Petrik sexually assaulted one renovation worker.

7. Defendant IHG was aware that the renovation workers were victims of forced labor because IHG managers conducted an on-site inspection at the hotel. During the inspection, the IHG managers saw the terrible living conditions for the renovation workers. In addition, the renovation workers told the IHG managers that they had been working on the renovation without

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being paid and that the Contractor Defendants and Hotel Owner Defendants had threatened them with deportation.

8. Defendant IHG knowingly benefited from the hotel renovation even after IHG knew that the renovation workers were not paid for their labor, and even after IHG knew that the labor supporting the renovation was sustained through threats of deportation.

9. Indeed, despite claiming itself to be a leader in anti-trafficking training, initiatives, and policies, IHG chose to ignore red flags, prioritized profits over all else, and pushed the venture with the Hotel Owner Defendants forward in order to obtain financial rewards from a newly renovated hotel.

10. Defendants willfully violated the state and federal rights of the workers.

PARTIES

11. Plaintiff is the Attorney General of the State of New York and is empowered to seek, on behalf of the People of the State of New York, injunctive relief, restitution, and damages for repeated and persistent fraud or illegality in the transaction of business in the State of New York. Plaintiff brings this action on behalf of the People of the State of New York.

12. The Attorney General has a principal place of business at 28 Liberty Street, New York, New York 10005.

13. The Attorney General also maintains a Regional Office at 144 Exchange Blvd., Suite 200, Rochester NY 14614.

14. Defendant Roman M. Petrik is an individual who resides in the state of Pennsylvania.

15. Defendant Petrik is an employer and general contractor that hires employees for hotel renovation projects throughout the United States.

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16. At all relevant times, Petrik transacted and conducted substantial business in the State of New York.

17. Upon information and belief, Defendant Exterior Hotel Improvement, ("EHI") Inc. is a domestic corporation formed under the laws of the state of Pennsylvania and has its principal place of business at 4810 Cypress Avenue, Trevose, Pennsylvania 19053.

18. EHI is not registered to conduct business in the State of New York.

19. At all relevant times, EHI transacted and conducted substantial business in the State of New York.

20. Petrik is the owner of EHI.

21. At all relevant times, Petrik was EHI's director, leader, employee, representative, and/or agent acting, *inter alia*, to further EHI's financial interests.

22. Defendant Nayan K. Patel is an individual who resides in the state of Georgia.

23. Upon information and belief, Defendant Patel is a hotel owner and operator of several hotels, including hotels located in New York, Texas, Georgia, and Kansas.

24. Between November 2020 and January 2025, Patel owned and operated a hotel as a Holiday Inn located at 70 State St, Rochester, NY 14614 ("the hotel").

25. At all relevant times, Patel transacted and conducted substantial business in the State of New York.

26. Defendant Horizon Edge Hospitality, LLC ("HEH") is a limited liability company formed under the laws of the state of Delaware and is registered to conduct business in the State of New York and has its principal place of business at 197 Wind Flower Ct, Alpharetta, Georgia 30005.

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27. At all relevant times, HEH transacted and conducted substantial business in the State of New York.

28. Patel is the owner of HEH.

29. At all relevant times, Patel was HEH's director, leader, employee, representative, and/or agent acting, *inter alia*, to further HEH's financial interests.

30. Defendant Holiday Hospitality Franchising, LLC ("HHFL") is a limited liability company formed under the laws of the state of Delaware and is registered to conduct business in the State of New York.

31. At all relevant times, HHFL transacted and conducted substantial business in the State of New York.

32. Defendant Six Continents Hotels, Inc. ("SCH") is a corporation formed under the laws of the state of Delaware and is registered to conduct business in the State of New York.

33. Regional Headquarters for SCH and HHFL are located at 3 Ravinia Drive, Suite 100, Atlanta, Georgia 30346.

34. At all relevant times, SCH and HHFL transacted and conducted substantial business in the State of New York.

35. SCH is the sole managing member of Defendant HHFL.

36. Defendants HHFL and SCH collectively conduct business under the tradename IHG Hotels & Resorts (f/k/a InterContinental Hotels Group) ("IHG").

37. Defendant IHG has owned and operated hotels using the name Holiday Inn since 2003.

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JURISDICTION AND VENUE

38. Jurisdiction in this action is based on New York Civil Practice Law and Rules ("CPLR") Sections 301 and 302.

39. Venue for this action is proper in the County of Monroe pursuant to CPLR Section 503.

FACTUAL ALLEGATIONS

40. The relevant time period regarding the allegations set forth herein is from 2019 to the present.

I. Renovation Venture and License Agreement between IHG and Hotel Owner Defendants

41. On December 7, 2020, Hotel Owner Defendants purchased the hotel for $3,600,000, and IHG and Hotel Owner Defendants entered into a 10-year License Agreement to operate the hotel as a Holiday Inn ("License Agreement").

42. For approximately six years before Hotel Owner Defendants purchased the hotel, the hotel operated as a Holiday Inn through a license agreement with IHG and former owner Tzong-Jer Wei, and Wei's companies Weilsi Enterprises and Summit Hospitality Inc.

43. In 2019, Mr. Wei submitted a proposal to IHG to renovate the hotel.

44. The 2019 renovation was delayed and failed to materialize due to COVID-19.

45. The hotel closed to the public in March 2020.

46. Due to the age of the hotel, the COVID-19 closure, and the delayed renovation by Mr. Wei, the hotel was in a state of significant disrepair in 2020, and IHG determined that it required renovation with the change of ownership.

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47. In anticipation of the sale from Mr. Wei to Hotel Owner Defendants, IHG and Patel toured the hotel property in early September 2020. Upon information and belief, IHG toured the property via WebEx video and Patel was physically present during the tour.

48. Following the tour, on or about September 17, 2020, IHG prepared a "Property Improvement Plan" (commonly referred to as the "PIP" or "IHG PIP Program") and a Proposed Change of Ownership form for Hotel Owner Defendants' review and consideration.

49. The IHG PIP Program is a renovation design program used by IHG to customize renovation projects, including but not limited to, the performance of the work needed to complete the renovation. The PIP sets forth, in detail, the renovation work that IHG had decided was required for this particular hotel.

50. As a financial incentive to purchase the hotel and enter into the License Agreement, IHG offered Hotel Owner Defendants a "Franchise Application Fee Concession" of $50,000 (a reduction from $108,500) in an effort to "support the renovation."

51. IHG also offered Hotel Owner Defendants a "Franchise Fee Reduction" of 2% for the first two years after competition of the PIP as an additional financial incentive to complete the renovation.

52. Hotel Owner Defendants signed the PIP on or about November 25, 2020, and signed the License Agreement on or about December 7, 2020.

53. In accordance with the PIP, the renovation was scheduled to begin in 2021 and be completed by spring of 2022.

54. The PIP was a shared enterprise and conditional part of the venture between Hotel Owner Defendants and IHG. IHG would not have entered into the License Agreement with Hotel

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Owner Defendants if they did not agree to renovate the hotel through the IHG PIP Program (the "Renovation Project").

55. By utilizing the IHG PIP Program, IHG benefited financially by charging Hotel Owner Defendants additional fees for using the program.

56. If Hotel Owner Defendants missed a PIP deadline, IHG had the option to charge a fee for the delay and expense of additional IHG inspections.

57. IHG promoted the success of the Renovation Project in close collaboration with Hotel Owner Defendants and provided assistance and support to Hotel Owner Defendants throughout the renovation.

58. Pursuant to the License Agreement, "IHG operates and licenses a system designed to provide a distinctive, high-quality hotel service to the public under different hotel names including but not limited to Holiday Inn®…High standards established by IHG are the essence of the [s]ystem."

59. Pursuant to the License Agreement, IHG collects gross room revenue and other franchise fees over the course of the license term for the use of IHG brand recognition and IHG-services, including but not limited to, fees related to the use of IHG's reservation system and PIP-related fees including PIP-inspections, marketing fees, and technology service fees.

60. The License Agreement contains a provision titled "renovation cycles" which mandates significant renovations for licensees every 5-6 and 10-12 years, depending on the last renovation conducted on the hotel and regardless of whether or not the licensee has capital reserves to fund the renovation.

61. The License Agreement references the PIP stating: "Licensee agrees to perform the construction, upgrading and renovation work including, without limitation, the purchase of

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furniture, fixtures and equipment set forth on Attachment "B" attached hereto and incorporated herein by reference (referred to therein as "the Work"). Licensee acknowledges that its agreement to perform the Work is an essential element of the consideration relied upon by IHG in entering into the License…."

62. Hotel Owner Defendants agreed to renovate the hotel in accordance with the PIP and IHG directives, including but not limited to, IHG brand standards. For example, the PIP controlled, *inter alia*, wall finishings, wall colors, furniture, room designs, flooring, doors and frames, restroom vanities, carpets, and all decorations.

63. Per IHG's assessment of the hotel, IHG determined that the exterior and interior areas of the hotel would require renovation and specified each item in the hotel that required cleaning, repair, refinishing, or renovation.

64. For example, IHG directed Patel to, *inter alia*, provide a new finish of the outdoor patio deck, to replace the flooring of the entrance vestibule, to replace the lobby staircase carpet, to newly design and renovate the restaurant and bar, to replace the carpet, wall base, and wall finish of guest rooms.

65. Patel was required to submit detailed renovation plans to IHG for approval and was expected to meet renovation deadlines or "milestones."

66. Throughout the Renovation Project, IHG repeatedly visited and inspected the hotel and renovation worksite to approve of the work completed.

67. As part of its extensive control and review of the renovation process, IHG regularly met with Patel and discussed the progress of the Renovation Project with him.

68. In December 2020, both Patel and IHG knew the hotel was in poor condition and in need of significant repair; that the hotel had been closed to the public for approximately six

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months; that the former owner's renovation had been delayed due to COVID-19; and that the City of Rochester had determined the seventh floor of the hotel could not be occupied.

69. The hotel opened to the public in January 2021 and began accepting guests, even though the hotel was still in a state of significant disrepair.

70. The Renovation Project was originally set to start in May 2021 with completion by May 31, 2022, but the project was delayed for almost two years as Patel was unable to commence renovation work or comply with IHG milestones.

71. By January 2023, IHG placed Patel on a "Mandatory Improvement Plan" ("MIP") because the renovations had not started and the hotel was receiving consistently poor feedback from guests.

72. In spring 2023, the renovation project finally began.

73. On or about April 6, 2023, the Hotel Owner Defendants entered into a contract with Contractor Defendants to complete the renovation of the hotel for $1,850,000.

74. Contractor Defendants used IHG's construction schedule to propose a project timeline to Hotel Owner Defendants.

75. As decided by IHG and agreed to by Contractor Defendants and Hotel Owner Defendants, Contractor Defendants were to renovate, *inter alia*, the pool area, the garage, the patio terrace, the front desk and lobby area, the restaurant and bar, the fourth, fifth, and sixth floor guestrooms and guest bathrooms.

76. The Contractor Defendants were engaged with the Renovation Project from approximately April 2023 through July 2024 ("Renovation Period").

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77. Prior to starting the renovation, Contractor and Hotel Owner Defendants failed to obtain the necessary permits needed to conduct the renovation work and failed to obtain the necessary insurance needed to conduct the renovation work.

II. Recruitment and Hiring of Workers by Contractor Defendants

78. Contractor Defendants recruited and employed an almost exclusively out-of-state immigrant workforce to complete the Renovation Project.

79. Contractor Defendants recruited at least 38 renovation workers at different times and from different states and countries to clean, repair, refinish, and/or renovate, *inter alia*, the pool area, the garage, the patio terrace, the front desk and lobby area, the restaurant and bar, the fourth, fifth, and sixth floor guestrooms and guest bathrooms.

80. Petrik had the authority to hire and fire the renovation workers, to determine wage rates and hours to be worked, and to direct the work of the Renovation Project.

81. During recruitment, Contractor Defendants promised to pay the renovation workers for their labor and promised the workers that they would receive housing at the hotel from Hotel Owner Defendants as part of their employment.

82. Most of the renovation workers were promised hourly rates above the required minimum hourly wage. For example, in 2023, the minimum hourly rate for Rochester was $14.20; Petrik offered to one renovation worker an hourly rate of $25 for remodeling bathrooms, removing and replacing carpet, installation of furniture, painting, and plumbing.

83. Some renovation workers, however, were promised hourly rates below the required minimum hourly wage. Petrik promised another worker an hourly rate of only $12.50 for sanding and painting walls and for cleaning up the renovation work.

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84. The Contractor Defendants did not provide any of the renovation workers with a hiring notice detailing, *inter alia*, their hourly rate, their overtime rate, or the regular pay date at the time of hiring or at any time thereafter.

III. The Renovation Workers' Housing Conditions

85. The renovation workers arrived at the worksite at different times throughout the Renovation Period.

86. By the time first group of renovation workers arrived in May 2023, the hotel had already been operating for at least two years, even though some of the guest room floors and individual guest rooms were entirely uninhabitable.

87. Other guest room floors and individual guest rooms required cleaning but were otherwise habitable.

88. Upon the arrival of the first group of renovation workers, Patel placed the workers on the fifth floor of the hotel. The rooms were dirty and required cleaning but were otherwise fit for human habitation.

89. The seventh floor of the hotel had been abandoned since at least 2016. It was unfit for human habitation and fully decommissioned—with the toilets, electricity, and heating turned off and the furniture removed.

90. Sometime in September 2023, Patel moved most of the renovation workers to the seventh floor. These rooms did not have working toilets or showers. There was no running water. There were no locks on the doors. There was no electricity. The rooms were infested with pests and vermin. The heating and cooling systems did not work properly.

91. Upon information and belief, some of the renovation workers were told by Petrik, at the direction of Patel, to move to the seventh floor to "make room" for more hotel guests to rent rooms on the fifth floor.

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92. Despite being promised housing by Contractor Defendants and Hotel Owner Defendants, the renovation workers and their families, including children, were expected to live in unsafe, substandard housing conditions.

93. Patel blocked attempts by the renovation workers to make the rooms more suitable for human habitation, such as attempts to create proper ventilation, heating/cooling systems, toilets, and showers.

94. The renovation workers and their families experienced extremely cold conditions in Rochester during the winter of 2023. They did not have heating or proper blankets.

95. Many of the renovation workers suffered from emotional distress because of the unsafe living conditions.

96. Many of the renovation workers throughout the Renovation Period fell ill due to the working and living conditions.

97. Several renovation workers were unable to work one to three days due to illnesses, some from the extremely cold conditions and others from being exposed to paint and construction dust.

98. Contractor Defendants did not provide paid sick leave for the renovation workers. All the renovation workers who took sick leave were unpaid for their time off from work.

IV. Underpayment of Regular and Overtime Wages

99. During the Renovation Period, Contractor Defendants failed to pay timely and complete regular, overtime, and spread of hours wages to the renovation workers.

100. Upon information and belief, Contractor Defendants paid many of the renovation workers their promised wages for their first two weeks of work.

101. Thereafter, the Contractor Defendants delayed payment and underpaid all renovation workers. The delay varied between three weeks to a month or longer.

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102. The amount of underpayment varied among the renovation workers.

103. Contractor Defendants paid many of the renovation workers less than what was owed to them, while others were paid nothing at all throughout the entirety of their work period.

104. During the Renovation Period, Contractor Defendants sometimes provided sporadic cash payments between $100-500 to some of the renovation workers. However, these amounts never covered the total compensation owed and were not provided to the entire workforce.

105. Most of the renovation workers had a regular work schedule of Monday through Saturday with 10–13-hour days, with work typically beginning around 7 or 8 a.m. and ending around 7 to 9 p.m.

106. Most of the renovation workers regularly worked between 60-80 hours per week removing and replacing carpet and flooring, sanding, painting and finishing walls, renovating bathrooms, repairing lighting, putting up wallpaper, assembling furniture, and cleaning post-renovation.

107. For example, from approximately November 2023 to March 2024, one renovation worker, who was promised a daily flat rate totaling below minimum wage, worked a regular weekly schedule of 8 a.m. to 9 p.m. Monday through Saturday (13 hours daily/78 hours per week) sanding and painting walls and cleaning rooms. For one week of work, Contractor Defendants should have paid this renovation worker at least $1,462.60 – inclusive of minimum wage, overtime, and spread of hours pay. However, Contractor Defendants did not pay this renovation worker any of her owed wages. Contractor Defendants also did not provide her with a wage statement with her pay.

108. From approximately September 2023 to April 2024, another renovation worker was offered an hourly rate of $18 and worked a regular weekly schedule of 8 a.m. to 6 p.m. Monday

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through Saturday, and 8 a.m. to 4 p.m. on Sundays (68 hours per week) installing flooring and wallpaper, painting, and removing trash. For one week of work, Contractor Defendants should have paid this renovation worker at least $1,476 – inclusive of his promised hourly rate and overtime rate. This renovation worker worked an estimated 29 weeks during the Renovation Period and Contractor Defendants should have paid him approximately $30,506 in compensation for the work, but Contractor Defendants only paid him $2,200 in total for the entirety of his employment and did not provide a wage statement with his pay.

109. Many of the renovation workers kept a record of hours worked, and many of them submitted these records to Contractor Defendants for payment.

110. Upon information and belief, Contractor Defendants did not keep their own record of any hours worked by any renovation worker.

111. Contractor Defendants also took illegal deductions from some of the renovation workers' wages during the Renovation Period.

112. Some renovation workers who were paid by check were told by Petrik and Petrik's associate, Vitaliy Melnyk, there would be a 5% deduction from their wages for tax purposes.

113. Contractor Defendants failed to provide any renovation workers with wage statements explaining, *inter alia*, the pay period, the hours paid for the period, or any withholdings.

114. Contractor Defendants did not provide any of the renovation workers with a W-2 tax form or any other tax statement summarizing the amount of withholdings.

115. Upon information and belief, Contractor Defendants did not submit the amounts deducted from renovation workers' pay to state or federal tax agencies.

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116. Beginning in or around October 2023 through March 2024, Patel pressured many of the renovation workers to work faster and for longer hours to meet IHG-imposed deadlines because the Renovation Project had not sufficiently progressed.

117. The increased pressure to work faster and longer hours usually occurred prior to an inspection by IHG, before a large event Patel had at the hotel, or when IHG requested that more rooms be available online for booking. Patel required the renovation workers to work even more hours per week in order to complete more rooms more quickly.

118. During these periods, typically for one week on a monthly basis, many of the renovation workers worked a schedule of Monday through Sunday with 14–16-hour days, totaling between 98 to 112 hours in a week.

119. For example, between at least September 2023 through at least April 2024, one renovation worker worked from 7 a.m. to 10 p.m. from Monday through Sunday (112 hours/week) in order to complete the number of rooms required by Patel. During this period, Contractor Defendants should have paid this renovation worker at least $2,664 – inclusive of his promised hourly rate and overtime rate. However, Contractor Defendants did not pay this renovation worker for this work, and Contractor Defendants only paid him $2,200 in total for the entirety of his employment when he should have received approximately $30,506 in compensation.

120. By failing to pay the renovation workers for their labor, Contractor Defendants knowingly received significant financial benefits from the renovation.

V. Contractor Defendants' Retaliation and Threats of Serious Harm

121. Upon information and belief, in or around August 2023 the renovation workers began complaining to Contractor Defendants that they would not continue working without pay. Some of the renovation workers were unable to purchase food for themselves or their families because they were receiving little to no pay.

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122. Around every two weeks the renovation workers continued to ask Petrik for their unpaid wages. They verbally told Petrik that they were awaiting their pay, and they also sent text messages to Petrik requesting their pay.

123. In their complaints to Petrik, the renovation workers explained the financial difficulties they were experiencing due to Petrik's failure to pay them for such long periods.

124. At first, Petrik asked the renovation workers to continue working without pay, promising them that they would eventually be paid.

125. However, Contractor Defendants repeatedly failed to make timely and complete payment of wages.

126. Beginning in or around October 2023 and through at least February 2024, some of the renovation workers began participating in work stoppages in response to Petrik's failure to pay.

127. Typically, for one to two days every four to five weeks, some of the renovation workers refused to continue working without receiving their unpaid wages.

128. Petrik began threatening the renovation workers with loss of wages if they did not continue working without getting paid.

129. Petrik would laugh and mock renovation workers for demanding payment and told them to keep working.

130. As some of the workers continued to participate in the work stoppages, Petrik began to threaten to report the renovation workers to immigration authorities.

131. Petrik told the renovation workers that immigration officials were regularly present at the hotel, and that he could call on them at any time to deport the renovation workers.

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132. As the work stoppages continued throughout this period, Petrik began telling the renovation workers that if they stopped working in protest or if they did not continue to work without pay, they would be evicted from the hotel, or he would call the police and/or immigration officials. Petrik told the renovation workers that they would be deported and would never receive any payment for their labor.

133. Petrik repeated these threats for several pay periods.

134. Petrik's threats were designed and intended to terrify and frighten the renovation workers in order to obtain their unpaid labor.

135. Contractor Defendants used these threats to instill fear in the renovation workers and force them to keep working without pay.

VI. Sexual Harassment, Assault, and Hostile Work Environment by Petrik

136. Beginning in or around August 2023 through at least December 2023, Petrik repeatedly sexually harassed and assaulted a female renovation worker at the hotel and created a hostile work environment.

137. The renovation worker arrived in Rochester in or around August 2023 to perform renovation clean-up, painting, finishing, and bathroom grout work.

138. Shortly after arriving in Rochester, the renovation worker met Petrik after being pressured by a coworker to visit Petrik's room at the hotel and to join her alongside Petrik and his associate, Vitaliy Melnyk, for a meal.

139. The renovation worker said she did not wish to visit Petrik's hotel room. However, the coworker explained that if she wanted to be paid, she would need to join the group in Petrik's room.

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140. Once the renovation worker was inside the hotel room with Petrik, he asked her how much money she needed. The renovation worker explained she needed money to support her family. Petrik gave the worker $500.

141. While in the room, Petrik sat closely next to the renovation worker and attempted to hug her. The renovation worker attempted to shift away from the unwanted contact and said she wanted to leave because she felt uncomfortable. Both Melnyk and the coworker repeatedly told the renovation worker to stay.

142. Eventually, the renovation worker left Petrik's room and tried to return to her hotel room.

143. Petrik followed the renovation worker to her room and stopped her from closing the door.

144. Once inside the renovation worker's room, Petrik punched the worker in the stomach and told her she would need to succumb to his sexual demands or else risk never getting paid for her work and being fired.

145. Petrik then sexually assaulted the renovation worker.

146. Thereafter, Petrik sexually assaulted the renovation worker on several occasions between August 2023 and December 2023.

147. During one of the sexual assaults, Petrik slapped the renovation worker in the face, causing her face to redden.

148. The renovation worker would tell Petrik that she did not want to have sex with him. However, Petrik would remind her that if she wanted to be paid for her work on the renovation, she would need to comply with the unwanted sexual demands. The renovation worker felt obligated to comply with Petrik's demands for sex.

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149. In or around December 2023, the renovation worker was cornered into a room with an unknown male individual. The unknown individual conveyed to the renovation worker that she needed to leave the hotel. The unknown individual explained to the renovation worker that if she did not leave the hotel, he would retaliate and make her "disappear".

150. Fearing for her safety and her family's safety, the renovation worker left the hotel.

151. Contractor Defendants never paid the renovation worker her total compensation owed.

152. Thereafter, the renovation worker suffered homelessness and unemployment.

153. From 2024 through at least March 2026, Petrik continued to harass the renovation worker even after she left the hotel.

154. As a result of Petrik's actions, the renovation worker feared for her life. She suffered and continues to suffer from emotional distress and economic loss.

VII. Hotel Owner Defendants' Retaliation and Threats of Serious Harm

155. In response to the continued lack of pay, the renovation workers also complained to Hotel Owner Defendants and demanded to be paid for their labor.

156. Some of the renovation workers orally complained to Patel and/or texted Patel that Contractor Defendants had not paid them and that they did not have enough money to support their families.

157. The renovation workers' demands escalated in November or December 2023 during a group meeting between Patel, Petrik, and the renovation workers.

158. Some of the renovation workers told Patel and Petrik that if Contractor and Hotel Owner Defendants did not start to pay them, they were going to report them for wage theft to the police.

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159. In response to the renovation workers' complaints and demands for payment, Contractor and Hotel Owner Defendants together threatened the renovation workers with negative immigration consequences, including deportation.

160. Patel told the renovation workers that if they stopped working in protest or if they did not continue to work without pay, he would call the police and/or immigration officials, and they would be deported without receiving any payment for their labor.

161. Patel escalated his threats by claiming that any reports or complaints about him would backfire because he had close ties to the "head of immigration" of the United States and has "very close friends" within the "New York Police Department".

162. During the Renovation Period, the National Guard was regularly present at the hotel because of a contract that Patel had through the City of New York with Rapid Reliable Testing NY LLC (d/b/a DocGO) to provide temporary housing for asylum seekers.

163. For some of the renovation workers who were unfamiliar with local laws and legal processes, the presence of the National Guard at the hotel served to substantiate Patel's claims of close connections to law enforcement and gave significant weight to his threats of deportation.

164. Patel's threats of deportation and close ties to law enforcement were designed and intended to terrify and frighten the renovation workers to force their unpaid labor.

165. Hotel Owner Defendants' threats, in combination with Contractor Defendants' threats, caused the renovation workers to continue to work on the renovation, against their will, even though they were not being paid.

166. Any continued efforts by renovation workers to seek payment resulted in continued intimidation and threats by Contractor and Hotel Owner Defendants.

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167. By living at the hotel, the renovation workers were regularly and easily accessible to Petrik and Patel. The renovation workers were reminded by both Petrik and Patel that if they did not comply with their demands to continue working without pay, they would be at risk of losing their housing and wages and/or subject to deportation.

168. The renovation workers were living under frightening and stressful conditions. They were scared and intimidated, perceiving Contractor and Hotel Owner Defendants' threats as warnings that if they did not continue to work without pay, Patel would use his connections to powerful people, law enforcement and government agencies, to inflict harm and/or retaliate.

169. Many of the renovation workers suffered from economic loss and emotional distress due to not having received their wages and constantly being threatened and forced to work by Contractor and Hotel Owner Defendants.

170. Upon information and belief, in or around April 2024, Hotel Owner Defendants posted eviction notices in English, Spanish, and Russian, on the doors of rooms occupied by the renovation workers directing them to vacate the seventh floor.

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Notice:

Attention all occupants. Everyone must vacate the 7th floor by the date of April 6, 2024 by 5 pm at the latest. This floor is no longer able to be occupied and will be taken out of order indefinitely on

April 7, 2024.

Aviso:

Atención a todos los ocupantes. Todos deben desalojar el séptimo piso antes de la fecha del 6 de abril de 2024 a más tardar a las 5 p.m. Este piso ya no se puede ocupar y quedará fuera de servicio indefinidamente el

7 de abril de 2024.

Примечание:

Внимание всем жильцам. Все должны освободить 7-й этаж не позднее 6 апреля 2024 года не позднее 17:00. Этот этаж больше не может быть заселен и будет выведен из строя на неопределенный срок.

7 апреля 2024 г.

Sincerely,

Ownership

April 2024 eviction notices posted by Hotel Owner Defendants on renovation workers' doors at the hotel.

171. Upon information and belief, throughout the Renovation Period, at least three workers were illegally evicted from the hotel in response to their attempt to seek their wages.

172. By threatening the renovation workers and obtaining unpaid labor, Hotel Owner Defendants knowingly received a significant financial benefit from the renovation, including but not limited to, a reduction in the costs of the renovation overall and by receiving gross room revenue from newly renovated hotel rooms and event space(s).

VIII. IHG's Financial Benefit from Forced Labor

173. IHG has significant knowledge of what constitutes human trafficking and holds itself out as a leader among hotels with respect to its anti-trafficking training and initiatives.[1]

[1] IHG Hotels & Resorts, https://www.ihgplc.com/en/responsible-business/modern-slavery (last visited Nov. 19, 2026)

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174. IHG's website states: "At IHG, we condemn human trafficking in all forms, and we are taking a strong stance in partnership with our owners, elected officials and others in the industry. We are committed to protecting our guests, communities and owners from the impact of human trafficking as well as maintaining the integrity of IHG's brands. We will not tolerate it, or those who would enable it, in the IHG system of hotels, and we are empowering all of our colleagues with the tools, resources and support they need to combat this crime on every level."[2]

175. Further, IHG states: "The company considers addressing human trafficking a key component of its larger commitment to responsible business and at the core of how it operates."[3]

176. IHG's website also claims that it: "expects those we do business with, including our owners, franchisees and suppliers, to prevent, mitigate, and address adverse impacts on human rights."[4]

177. IHG, in partnership with the organization Polaris,[5] has hosted an Anti-Human Trafficking Forum to unveil Polaris' National Survivor Study.[6] Elie Maalouf, IHG's Chief Executive Officer, stated that "IHG's purpose in convening this conversation with… Polaris, trafficking survivors, elected officials and businesses is two-fold – to keep trafficking prevention in the spotlight, but also shine a new light on barriers that prevent survivors' livelihoods. Putting a stop to trafficking requires deep collaboration and commitment, from the hotel training we

[2] IHG Hotels & Resorts, https://www.ihgplc.com/en/news-and-media/news-releases/2020/ihg-intensifies-effort-to-fight-human-trafficking-in-the-americas (last visited Nov. 19, 2026).
[3] *Id*.
[4] IHG Hotels & Resorts, https://www.ihgplc.com/en/responsible-business/policies-and-position-statements (last visited Nov. 19, 2026).
[5] Headquartered in Washington D.C., Polaris is a non-profit organization founded in 2002 offering direct support to survivors of human trafficking, research and intelligence associated with human trafficking, as well as public engagement and campaigns on the issue of human trafficking. Polaris is "a survivor-centered, justice and equity-driven movement to end human trafficking. For nearly 20 years, Polaris operated the U.S. National Human Trafficking Hotline, connecting victims and survivors to support and services, and helping communities hold traffickers accountable. Through that work, Polaris has built the largest known dataset on human trafficking in North America." *See* Polaris, https://polarisproject.org/about-us/ (last visited Nov. 19, 2026).
[6] IHG Hotels & Resorts, https://www.ihgplc.com/en/news-and-media/news-releases/2023/polaris-and-ihg-hotels-and-resorts-hosts-anti-human-trafficking-forum (last visited Nov. 19, 2026).

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require across more than 4,300 Americas IHG hotels to partnering with our industry, non-profits and government."[7]

178. Despite IHG's knowledge and public branding as a leader in human trafficking prevention, IHG knowingly received benefits from its renovation venture with Hotel Owner Defendants, which IHG knew, or should have known, engaged in forced labor.

179. As detailed below, IHG knew that: renovation workers were living in uninhabitable conditions at the hotel; renovation workers had not been paid for their renovation work; and that Hotel Owner Defendants were in breach of the License Agreement with IHG by repeatedly being in financial default, failing to complete anti-human trafficking training, and failing to meet renovation deadlines.

180. As detailed below, IHG overlooked multiple warning signs and red flags involved with the renovation venture for the benefit of financial gain. IHG's financial gain included but was not limited to: (1) gross room revenue from rooms and event space(s) (the revenue IHG earns based on the number of rooms rented by the hotel); (2) fees associated with the PIP; (3) training fees; (4) marketing fees; (5) Commercial Edge fees (a paid service offered by IHG to improve revenue performance); (6) personal data obtained from hotel guests; and (7) technology fees.

181. IHG failed to enforce its own standards, rules, and policies all in an effort both to preserve its financial interests in, and to continue to benefit from, the shared venture with Hotel Owner Defendants.

IHG Knew or Should Have Known That the Renovation Venture Was Supported by Forced Labor

[7] *Id.*

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182. Beginning in and around March of 2021, and throughout the venture, Patel showed multiple signs of financial distress, including but not limited to, Patel's inability to make timely franchise fee payments to IHG.

183. Upon information and belief, on April 11, 2023, Patel was approved for a $5,850,000 loan from Cogent Bank ("the Lender") to support and pay for the renovation.

184. In order to be approved for the loan, IHG had to provide the Lender with a "comfort letter" – a letter confirming to the Lender that Patel was in good financial standing with IHG.

185. The Comfort Letter agreement was signed by Patel, IHG, and the Lender on or about March 17, 2023, after Patel had already failed to make timely franchise fee payments to IHG, and nearly a year after IHG's projected completion date for the renovation.

186. Thereafter, the renovation commenced.

187. Under IHG's License Agreement with Patel, IHG was authorized to inspect the renovation to "verify satisfactory progress and completion" and had the ability to impose a non-compliance fee if "the required renovation is not completed to [IHG's] satisfaction at the time of the inspection…until the renovation work is completed to [IHG's] satisfaction."

188. Beginning in and around the spring and summer of 2023 and throughout the Renovation Period, IHG determined, through its inspections, that Patel repeatedly and consistently failed to meet expectations, milestones, standards, and specifications under the Licensing Agreement and the PIP, and failed inspections. Therefore, IHG knew that Patel was failing to complete the renovation.

189. At the same time, Hotel Owner Defendants continued to fail to pay IHG franchise fees, and in May 2023, IHG issued a noncompliance letter to Hotel Owner Defendants.

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190. By June 2023, Hotel Owner Defendants owed IHG a total of $204,899.97 for three months of franchise fees. IHG emailed Patel that it was concerned "that this hotel unfortunately will be escalated for further compliance action."

191. Beginning in and around the fall of 2023 and throughout the Renovation Period, IHG also repeatedly notified Patel that the hotel had poor reviews, safety ratings, and performance scores—issued by members of the public, by government officials, and by IHG—including scores obtained through IHG's "Guest Love Score" rating system.

192. By September 2023, Patel had an outstanding balance and IHG sought payment from Patel in approximately $237,675 in franchise fees.

193. Though Patel had not paid the outstanding balance and had made only a partial payment of $42,439.41, IHG granted Patel a six-month extension for completing the renovation and emailed Patel that he needed to take immediate action on the renovation.

194. On November 2, 2023, after continuing non-payment by Patel, IHG placed Patel in financial default.

195. Pursuant to the terms of the Comfort Letter, IHG informed the Lender of Patel's financial default, and consequently, the Lender refused to release funds to Patel to support the renovation project until Patel had reconciled his outstanding balance with IHG.

196. Therefore, IHG knew that Patel had lost access to funds that he needed to support the renovation, including labor costs.

197. Patel sought a "cure letter" from IHG Franchisee Performance Support Manager Sydney LaBore, in order to receive funds to support the renovation project, stating that he was "not able to draw funds for renovation until [the Lender] get[s] this letter," and that he could not "afford to stop the renovation."

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198. IHG refused to provide the cure letter to facilitate the release of additional funds from the Lender until Patel first paid his outstanding balance to IHG.

199. IHG knew that Patel would not regain access to funds needed to support the renovation unless and until the Lender received permission or approval from IHG in the form of the cure letter.

200. Senior Vice President Tom Koether from Cogent Bank emailed multiple IHG employees, including Sydney LaBore, stating, "We are awaiting receipt of the cure letter with some urgency. As you know, there is a PIP ongoing at this property. Bank credit and management are withholding additional funding for the project until this is received."

201. In late November 2023, IHG provided the Lender with the cure letter needed to release additional funds for the renovation, but only after IHG confirmed that Patel had paid all outstanding invoices to IHG.

202. Throughout this time, IHG was aware that renovation workers were being housed at the hotel based on documents Patel provided IHG, which indicated that some of the rooms that the renovation workers were living in were on the fifth floor.

203. IHG had also visited and inspected the renovation project several times by this point.

204. Despite serious ongoing issues, the Renovation Project continued into 2024. IHG continued to regularly visit the hotel to review the progression of the renovation and request updates from Patel.

205. Patel continued to fail to make timely payments to IHG and failed to follow IHG's PIP timeline to make significant progress on the renovation.

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206. By at least April 2024, IHG knew about multiple pending and publicly available health and safety violations for the hotel, including but not limited to, "serious" concerns identified by the City of Rochester's Fire Marshall Report.

207. By April 2024, IHG was aware that Patel had failed to meet the extended renovation completion deadline after IHG conducted an in-person inspection at the hotel.

208. On April 24, 2024, IHG placed the hotel in "end sell" status (removal from IHG's reservation system) after learning that the hotel did not have functioning door locks in guest rooms and determining that the hotel was in violation of the License Agreement.

209. IHG put Patel on notice that these conditions at the hotel "constitute breaches of the License requirements and Brand Standards[.]"

210. Between April 24, 2024, and July 8, 2024, IHG conducted additional in-person inspections of the hotel and continued to communicate to Patel via email that its "goal [was] to reopen the hotel as soon as possible." However, to do so, IHG would "require either full payment of all amounts due prior to reopening or [Patel's] agreement and signature on a formal payment plan."

211. On June 14, 2024, IHG conducted an in-person inspection of the hotel ("the June 2024 Inspection").

212. The IHG employees on site at the hotel during the June 2024 Inspection included LaBore and David Zabelsky (IHG Quality & Brand Consistency, Senior Quality Consultant).

213. During the June 2024 Inspection, IHG walked through the fifth and sixth floor to inspect whether guestrooms had proper door locks. As the inspection was coming to a close, a hotel employee advised IHG to include the seventh floor in the inspection because people were living on the seventh floor.

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214. In response, IHG demanded to inspect the seventh floor of the hotel.

215. IHG—through LaBore and Zabelsky—met with approximately seven to eight renovation workers for approximately twenty-five minutes.

216. During the June Inspection, IHG observed and documented the dangerous and uninhabitable housing conditions the workers were subjected to while they were working and living at the hotel.

217. IHG walked the seventh floor, entered into rooms occupied by the renovation workers, and took many photographs of the housing conditions, including the following photographs:

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Top left: decommissioned bathroom with toilet removed in occupied seventh floor worker room; top right: seventh floor hallway with collapsing ceiling and exposed wiring; bottom left: worker bathroom threshold with water leakage, mold, and soiled carpet; bottom right: seventh floor door to worker room with masking tape designating room as “occupied” and covering where door lock would be.

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218. The renovation workers informed IHG that they had not been paid for their labor for at least eight months, that Patel had paid them some money, but then he stopped making payments and never paid them what they were actually owed for the hours they worked. The workers explained that they had been living on the seventh floor for over six months while working at the hotel without pay.

219. During the meeting, the workers also told IHG that when they sought payment for their wages from Patel, he threatened them with immigration consequences, including deportation.

220. During the June 2024 Inspection, Nancy Cardona, the hotel's General Manager, translated what the workers were communicating to LaBore. Cardona is bilingual in both English and Spanish.

221. Following the June 2024 Inspection, LaBore and Zabelsky provided IHG with statements and photographs regarding what they saw. LaBore's statement after her interaction with one of the workers reads: "She said that they were on another floor and had moved up to 7 at some point. She said there were other rooms pointing up the same hallway. I asked how long they had been on the 7th floor and the woman answered 6 months to a year. The asylum seeker program is 4 months. She then started [*sic*] then telling the GM that they have nowhere to go and that they came in with the contractor, the contractor did not pay them, and they then moved to the 7th floor because they have no way to leave."

222. LaBore reported to IHG Regional Vice President George Hall that she had seen workers living on the seventh floor of the hotel and was told that they had not been paid.

223. Hall also reported this to other IHG employees, including IHG counsel.

224. After the June 2024 Inspection, IHG had actual knowledge that renovation workers were living on the seventh floor of the hotel in conditions entirely unfit for human habitation.

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225. After the June 2024 Inspection, IHG had actual knowledge that renovation workers supporting the venture had not been paid for their labor.

226. Even more, after the June 2024 Inspection, IHG had actual knowledge that Patel obtained and utilized unpaid labor for the hotel renovation, for an extended amount of time, through the use of threats of harm including, specifically, threats to deport workers who sought payment of their owed wages.

227. Consequently, after the June 2024 Inspection, IHG had actual knowledge that the labor used to support the venture was obtained through threats of deportation.

228. Upon information and belief, despite such direct and actual knowledge, none of the IHG employees who were aware the renovation workers had been forced to work and live in egregious conditions reported the situation to IHG's Reporting Hotline as would be expected under IHG's Code of Conduct or Human Rights Policy.[8]

229. Upon information and belief, IHG made no effort to verify if the renovation workers had been paid for their labor.

230. Instead, IHG chose to prioritize obtaining additional financial benefits from the venture.

231. Specifically, IHG offered financial incentives to Patel to remove the unpaid renovation workers from the hotel, including but not limited to, IHG's offer to restore Patel's access to IHG's reservation system and an additional six-month extension of time for Patel to pay outstanding invoices to IHG in the amount of $96,350.50 through a forbearance agreement.

232. On June 18, 2024, Hall emailed Patel stating, *inter alia*, that during the June 14, 2024, inspection "*IHG representatives observed that squatters are currently residing on the*

[8] IHG Hotels & Resorts, Confidential Reporting Hotline, https://secure.ethicspoint.com/domain/media/en/gui/20831/index.html (last visited Nov. 19, 2026).

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seventh floor of the Hotel. These squatters are able to access all other floors of the Hotel and are living in substandard conditions. Their presence in the Hotel and the conditions in which they are living constitute violations of the License and brand Standards and pose security and reputational risks for the Hotel, the Holiday Inn® brand and System, and IHG. ***It is the responsibility of ownership to have the squatters removed from the property****. The rooms that they had occupied are to be thoroughly cleaned, plumbing fixtures in those rooms are to be disconnected and pest control treatment should be done for the entire seventh floor*." (emphasis supplied).

233. On June 20, 2024, after receiving no response, IHG followed up with Patel highlighting two key priorities (1) removing unpaid workers from the hotel; and (2) securing its financial interests in the shared venture, stating: "Hi Nayan, Following up to my email earlier in the week as well as the Forbearance Agreement, when can we expect you to execute these? Is there an update on the removal of the squatters from the premises? Thank you, George."

234. On June 20, 2024, Patel replied to Hall with an executed forbearance agreement and an update that he had "engaged [his] attorney to resolve the 7th floor squatter issue. An offer is being made for a settlement with the contractor. I will keep you informed with regards to the timeline of the removal."

235. In exchange, IHG waived $13,179.14 of interest charges Patel owed IHG.

236. Following the June 2024 Inspection, IHG repeatedly—both internally and in its written communications with Patel—referred to unpaid renovation workers as "squatters" despite knowing that the unpaid renovation workers were occupants of the hotel and had been promised housing as part of their employment.

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237. On July 11, 2024, Hall emailed Patel that it was glad "the issue with the squatters has been resolved" and that it was ready to discuss next steps to push the renovation venture forward with Patel.

238. Hall stated that Patel would need to complete IHG's anti-human trafficking training and that IHG would be willing to lift the end-sell so that the hotel could be back "online" for reservations.

239. IHG thought it was important for Patel to complete the anti-trafficking training because IHG was concerned that the renovation workers at the hotel had been subjected to human trafficking.

240. Yet, Patel continued to fail to meet IHG's conditions.

241. In the fall of 2024, Patel sought to terminate the License Agreement with IHG; IHG refused to release Patel from the venture and License Agreement without receiving, among other requests, financial benefits and gains from the renovation venture.

242. IHG's conduct was designed to facilitate the growth and success of the shared venture with Patel, including through the completion of the renovation.

243. IHG acted with the purpose and desire to promote the venture's success through its undeterred efforts to profit from a newly renovated hotel, and its efforts to maximize revenue at the hotel.

244. IHG acted with the purpose and desire to promote the venture's success—even after learning that it was supported by unpaid labor, including but not limited to, its decision to grant Hotel Owner Defendants access to the IHG reservation system, as long as Hotel Owner Defendants removed the unpaid workers from the hotel and paid all outstanding invoices to IHG.

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245. IHG representatives also failed to uphold that company's own policies related to preventing human trafficking and overlooked violations to focus on maximizing profit.

246. By knowingly receiving financial benefits, IHG acted with an indifference to—and with reckless disregard for—the health, safety, and welfare of the workers, many of whom were in a position of vulnerability.

247. As a result of IHG's actions, the workers have suffered emotional and financial injuries.

FIRST CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Pay Minimum Wage Under NYLL § 652 and 12 N.Y.C.R.R. § 142-2.1, and New York Executive Law § 63(12))

248. Plaintiff repeats and realleges paragraphs 1 through 247 as if fully set forth herein.

249. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

250. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

251. At all relevant times, the renovation workers were employed by Contractor Defendants as employees within the meaning of New York Labor Law ("NYLL") § 651 and Title 12 of the New York Codes, Rules, and Regulations ("N.Y.C.R.R.") § 142-2.14.

252. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL § 651.

253. At all relevant times, Contractor Defendants were also general contractors within the meaning of NYLL § 198-e.

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254. Pursuant to NYLL § 652 and 12 N.Y.C.R.R. § 142-2.1, employers must pay to each employee for each hour worked a wage no less than the statutory minimum wage for the region.

255. Under NYLL § 652 and 12 N.Y.C.R.R. § 142-2.1, Contractor Defendants have willfully failed to pay the workers at the statutory minimum and have thus violated NYLL § 652; 12 N.Y.C.R.R. § 142-2.1; and New York Executive Law § 63(12).

256. Contractor Defendants have violated the NYLL by failing to pay the renovation workers the applicable statutory minimum wage for all weekly hours worked under 40.

257. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

258. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to pay certain renovation workers the statutorily mandated minimum wage for the applicable region for all weekly hours worked under 40 in violation of NYLL § 652 and 12 N.Y.C.R.R. § 142-2.1.

259. Contractor Defendants' failure to pay compensation at the statutory minimum wage was willful and lacked a good faith basis within the meaning of NYLL §§ 198 and 663.

260. Pursuant to NYLL §§ 198 and 663, employers who fail to pay employees in conformance with New York Labor Law shall be liable for the underpayment, liquidated damages equal to 100%, prejudgment interest, and attorneys' fees and costs incurred in recovering the unpaid wages.

261. Pursuant to NYLL § 198-e, a general contractor "shall be liable for any debt resulting from an action under [§ 198] owed to an employee[.]"

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SECOND CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Unpaid Promised Wages Under NYLL § 190 and New York Executive Law § 63(12))

262. Plaintiff repeats and realleges paragraphs 1 through 261 as if fully set forth herein.

263. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

264. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

265. At all relevant times, the renovation workers were employed by Contractor Defendants as manual workers within the meaning of NYLL § 190.

266. At all relevant times, Contractor Defendants were employers of the workers within the meaning of NYLL § 190.

267. At all relevant times, Contractor Defendants were also general contractors within the meaning of NYLL § 198-e.

268. Pursuant to NYLL § 190, employers must pay promised wages for all hours worked even if the promised wages are at a rate higher than the applicable minimum wage for the region.

269. Under NYLL § 190, Contractor Defendants have willfully failed to properly pay the agreed upon wages due and have thus violated NYLL § 190 and New York Executive Law § 63(12).

270. Contractor Defendants violated the NYLL by failing to pay the renovation workers for all compensable time at their promised hourly wage rate.

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271. Contractor Defendants' violations of NYLL constitute repeated illegal acts and illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

272. Contractor Defendants knowingly and willfully operated EHI with a practice of underpaying the renovation workers' compensable hours for each hour worked under 40 in a week at the promised hourly wage rate in violation of NYLL § 190.

273. Contractor Defendants' failure to pay wages at the promised wage rate lacked a good faith basis within the meaning of NYLL §§ 198 and 663.

274. Pursuant to NYLL §§ 198 and 663, employers who fail to pay manual employees in conformance with New York Labor Law shall be liable for all wages that were not paid, liquidated damages equal to 100%, prejudgment interest, attorneys' fees and costs incurred in recovering the unpaid wages.

275. Pursuant to NYLL § 198-e, general contractors "shall be liable for any debt resulting from an action under [§ 198] owed to an employee[.]"

THIRD CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Pay Overtime Under 12 N.Y.C.R.R. § 142-2.2 and New York Executive Law § 63(12))

276. Plaintiff repeats and realleges paragraphs 1 through 275 as if fully set forth herein.

277. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

278. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

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279. At all relevant times, the renovation workers were employed by Contractor Defendants as employees within the meaning of 12 N.Y.C.R.R. § 142-2.14.

280. At all relevant times, Contractor Defendants were also general contractors within the meaning of NYLL § 198-e.

281. Pursuant to 12 N.Y.C.R.R § 142-2.2, employers must pay workers at a rate of one and one-half times their regular rates of pay for all weekly hours worked over 40 ("overtime").

282. Under 12 N.Y.C.R.R § 142-2.2, Contractor Defendants have willfully failed to pay the renovation workers their overtime rate for all weekly hours worked over 40 and have thus violated 12 N.Y.C.R.R. § 142-2.4 and Executive Law § 63(12).

283. Contractor Defendants' violations of the 12 N.Y.C.R.R. § 142-2.4 constitutes repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

284. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to pay renovation workers one and one-half times their regular rates of pay for all weekly hours worked over 40.

285. Contractor Defendants' failure to pay overtime wages lacked a good faith basis within the meaning of NYLL §§ 198 and 663.

286. Pursuant to New York Labor Law §§ 198 and 663, employers who fail to pay manual employees in conformance with New York Labor Law shall be liable for all wages that were not paid, liquidated damages equal to 100%, prejudgment interest, attorneys' fees and costs incurred in recovering the unpaid wages.

287. Pursuant to NYLL § 198-e, general contractors "shall be liable for any debt resulting from an action under [§ 198] owed to an employee[.]"

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FOURTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Pay Weekly Wages to Manual Workers Under NYLL § 191 and New York Executive Law § 63(12))

288. Plaintiff repeats and realleges paragraphs 1 through 287 as if fully set forth herein.

289. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

290. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

291. At all relevant times, the renovation workers were employed by Contractor Defendants as manual workers within the meaning of NYLL § 190.

292. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL § 190.

293. At all relevant times, Contractor Defendants were also general contractors within the meaning of NYLL § 198-e.

294. Pursuant to NYLL § 191, employers must pay manual workers on a weekly basis or at least on a semi-monthly basis.

295. Under NYLL § 191, Contractor Defendants have willfully failed to properly and timely pay the wages due on at least a semi-monthly basis and have thus violated NYLL § 191 and New York Executive Law § 63(12).

296. Contractor Defendants have violated the NYLL by failing to properly and timely pay the renovation workers on at least a semi-monthly basis for all compensable time at their promised hourly wage rate.

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297. Contractor Defendants' violations of NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

298. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to pay the renovation workers on a regular payday, on a weekly basis, including on a less than semi-monthly basis.

299. Contractor Defendants' failure to pay weekly compensation lacked a good faith basis within the meaning of New York Labor Law § 198.

300. Pursuant to NYLL §§ 198 and 663, employers who fail to pay manual employees in conformance with New York Labor Law shall be liable for the underpayment, liquidated damages equal to 100%, prejudgment interest, attorneys' fees and costs incurred in recovering the unpaid wages.

301. Pursuant to NYLL § 198-e, general contractors "shall be liable for any debt resulting from an action under [§ 198] owed to an employee[.]"

FIFTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Pay Spread of Hours Under 12 N.Y.C.R.R. § 142-2.4 and New York Executive Law § 63(12))

302. Plaintiff repeats and realleges paragraphs 1 through 301 as if fully set forth herein.

303. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

304. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

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305. At all relevant times, the renovation workers were employed by Contractor Defendants as employees within the meaning of 12 N.Y.C.R.R. § 142-2.14.

306. At all relevant times, Contractor Defendants were also general contractors within the meaning of NYLL § 198-e.

307. Pursuant to 12 N.Y.C.R.R. § 142-2.4, employers must pay one hour's pay at the basic minimum hourly wage rate, in addition to the minimum wage ("spread of hours"), for all days in which the employee's workday exceeded 10 hours.

308. Under 12 N.Y.C.R.R. § 142-2.4, Contractor Defendants have failed to pay spread of hours to certain renovation workers.

309. Contractor Defendants' violations of 12 N.Y.C.R.R. § 142-2.4 constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

310. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to pay renovation workers spread of hours, for all days in which the employee's workday exceeded 10 hours.

311. Contractor Defendants' failure to pay spread of hours was willful, and lacked a good faith basis, within the meaning of NYLL §§ 198 and 663.

312. Pursuant to NYLL § 198 and 663, employers who fail to pay manual employees in conformance with NYLL shall be liable for the underpayment, liquidated damages equal to 100%, prejudgment interest, attorneys' fees and costs incurred in recovering the unpaid wages.

313. Pursuant to NYLL § 198-e, a general contractor "shall be liable for any debt resulting from an action under [§ 198] owed to an employee[.]"

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SIXTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Deductions from Wages Not Authorized Under NYLL § 193 and New York Executive Law § 63(12))

314. Plaintiff repeats and realleges paragraphs 1 through 313 as if fully set forth herein.

315. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

316. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

317. At all relevant times, the renovation workers were employed by Contractor Defendants as employees within the meaning of NYLL § 190.

318. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL § 190.

319. At all relevant times, Contractor Defendants were also general contractors within the meaning of NYLL § 198-e.

320. Pursuant to NYLL § 193, employers may not deduct from wages of an employee which are not "in accordance with the provisions of any law" or not "expressly authorized in writing by the employee and are for the benefit of the employee[.]"

321. Contractor Defendants made willful deductions from wages, which were not in accordance with NYLL § 193, and have thus violated NYLL § 193 and Executive Law § 63(12).

322. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

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323. Contractor Defendant knowingly and willfully operated EHI with a practice of illegally deducting from wages of his employees.

324. Contractor Defendants' illegal deductions from workers' wages were willful and lacked a good faith basis within the meaning of NYLL §§ 198 and 663.

325. Pursuant to NYLL § 198 and 663, employers who fail to pay manual employees in conformance with the NYLL shall be liable for the underpayment, liquidated damages equal to 100%, prejudgment interest, attorneys' fees and costs incurred in recovering the unpaid wages.

326. Pursuant to NYLL § 198-e, a general contractor "shall be liable for any debt resulting from an action under [§ 198] owed to an employee[.]"

SEVENTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Establish, Maintain, and Preserve Payroll Records NYLL §§ 195(4), 661 and New York Executive Law § 63(12))

327. Plaintiff repeats and realleges paragraphs 1 through 326 as if fully set forth herein.

328. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

329. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

330. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL § 190.

331. Pursuant to NYLL § 195(4), employers must "establish, maintain, and preserve for not less than six years contemporaneous, true, and accurate payroll records showing for each week worked," *inter alia*, hours worked, rate of pay, gross wages, deductions, and amount of paid sick leave provided to each employee.

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332. Similarly, under NYLL § 661, "every employer shall establish, maintain, and preserve for not less than six years contemporaneous, true, and accurate payroll records showing for each week worked," *inter alia*, hours worked, rate of pay, gross wages, deductions, and amount of paid sick leave provided to each employee.

333. Contractor Defendants have willfully failed to establish, maintain, preserve, or furnish contemporaneous, true, and accurate payroll records for each week worked by the renovation workers and have thus violated NYLL §§ 195(4), 661 and New York Executive Law § 63(12).

334. Contractor Defendants have violated the NYLL by failing to keep, make, preserve, maintain and furnish accurate payroll records.

335. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

336. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to keep, make, preserve, maintain, and furnish accurate records of wages paid to renovation workers.

337. Contractor Defendants' record keeping practices have under-paid and under-recorded the workers' compensable hours.

EIGHTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Provide Hiring Notices Under NYLL § 195(1) and New York Executive Law § 63(12))

338. Plaintiff repeats and realleges paragraphs 1 through 337 as if fully set forth herein.

339. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

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340. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

341. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL § 190.

342. Pursuant to NYLL § 195(1), employers must provide their employees, at the time of hiring, a notice containing, *inter* alia, the rate of pay, the regular pay day, and the name of the employer including the doing business as name ("hiring notice").

343. Contractor Defendants have willfully failed to provide hiring notices and have thus violated NYLL § 195(1) and New York Executive Law § 63(12).

344. Contractor Defendants have violated the NYLL by failing to provide the renovation workers with hiring notices.

345. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

346. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to provide the renovation workers with hiring notices.

347. Contractor Defendants' failure to provide hiring notices was willful, and lacked a good faith basis, within the meaning of NYLL § 198.

348. Pursuant to NYLL § 198, employers who fail to provide employees with wage notices in conformance with NYLL shall be liable for fifty dollars each workday that employers fail to provide the wage notices to each worker, not to exceed $5,000 per worker.

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NINTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Provide Wage Statements Under NYLL § 195(3) and New York Executive Law § 63(12))

349. Plaintiff repeats and realleges paragraphs 1 through 348 as if fully set forth herein.

350. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

351. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

352. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL §190.

353. Pursuant to NYLL § 195(3), employers must provide to "each employee with a statement with every payment of wages," listing *inter alia*, the dates of work for payment, name of employee and employer, rates of pay, gross wages, and deductions.

354. Contractor Defendants have willfully failed to provide wage statements and have thus violated NYLL § 195(3) and New York Executive Law § 63(12).

355. Contractor Defendants have violated the NYLL by failing to provide the renovation workers with wage notices.

356. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

357. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to provide the renovation workers with wage statements.

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358. Contractor Defendants' failure to provide wage statements was willful, and lacked a good faith basis, within the meaning of NYLL § 198.

359. Pursuant to NYLL § 198, employers who fail to provide employees with wage notices in conformance with NYLL shall be liable for two hundred and fifty dollars for each workday that Defendant fails to provide the wage statement to each worker, not to exceed $5,000 per worker.

TENTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Failure to Provide Paid Sick Leave Under NYLL § 196-b and New York Executive Law § 63(12))

360. Plaintiff repeats and realleges paragraphs 1 through 359 as if fully set forth herein.

361. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

362. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

363. At all relevant times, the renovation workers were employed by Contractor Defendants as manual employees within the meaning of NYLL § 190.

364. At all relevant times, Contractor Defendants were also general contractors within the meaning of NYLL § 198-e.

365. Pursuant to NYLL 196-b, employers must provide employees with 1 hour of paid sick leave for every 30 hours worked per week, with up to 40 hours of paid sick leave in a calendar year.

366. Contractor Defendants have violated the NYLL by failing to provide renovation workers with paid sick leave.

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367. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

368. Contractor Defendants knowingly and willfully operated EHI with a practice of failing to provide renovation workers with 1 hour of paid sick leave for every 30 hours worked per week, with up to 40 hours of paid sick leave in a calendar year.

369. Contractor Defendants' failure to provide paid sick leave was willful, and lacked a good faith basis, within the meaning of NYLL §§ 196-b, 198, and 663.

370. Employers who fail to provide paid sick leave shall be liable for the full amount not provided to employees and liquidated damages equal to 100%.

371. Pursuant to NYLL § 198-e, a general contractor "shall be liable for any debt resulting from an action under [§ 198] owed to an employee[.]"

ELEVENTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct –Retaliation Under NYLL § 215 and New York Executive Law § 63(12))

372. Plaintiff repeats and realleges paragraphs 1 through 371 as if fully set forth herein.

373. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

374. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

375. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL § 215.

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376. Pursuant to NYLL § 215, it is illegal for an employer "or his or her agent, or the officer or agent of any corporation, partnership, or limited liability company, or any other person, [to] discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee," for engaging in protected conduct, including but not limited to, complaining to their employer "that the employer has engaged in conduct the employee reasonably and in good faith, believes violates" the NYLL or "because such employee has otherwise exercised rights protected" under the NYLL.

377. Under NYLL § 215, "[t]o threaten, penalize, or in any other manner discriminate or retaliate against any employee includes; threatening to contact or contacting United States immigration authorities or otherwise reporting or threatening to report an employee's suspected citizenship or immigration status or the suspected citizenship or immigration status of an employee's family or household member[.]"

378. Contractor Defendants have knowingly and willfully retaliated against renovation workers by threatening to report workers to immigration authorities in response to renovation workers demanding their unpaid wages and have thus violated NYLL § 215 and New York Executive Law § 63(12).

379. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

380. Pursuant to New York Labor Law § 215(2)(a), employers who threaten or retaliate against employees for reporting violations of NYLL are liable for front pay, lost compensation, compensatory damages, and liquidated damages of up to $20,000 to each aggrieved employee, and reasonable attorneys' fees and costs.

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TWELFTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct –Retaliation Under NYLL § 740 and New York Executive Law § 63(12))

381. Plaintiff repeats and realleges paragraphs 1 through 380 as if fully set forth herein.

382. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

383. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

384. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of NYLL § 740.

385. Pursuant to NYLL § 740(2)(a), employers are prohibited from retaliating against employees who "discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer that the employee reasonably believes is in violation of law, rule or regulation[.]"

386. Under NYLL § 740, supervisor means "any individual within an employer's organization who has the authority to direct and control the work performance of the affected employee[.]"

387. Under NYLL § 740, public body includes "any federal, state, or local law enforcement agency, prosecutorial office, or police or peace officer[.]"

388. A retaliatory action is "an adverse action taken by an employer or his or her agent to discharge, threaten, penalize, or in any other manner discriminate against any employee or former employee exercising his or her rights," including "threatening to contact or contacting

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United States immigration authorities or otherwise reporting or threatening to report an employee's suspected citizenship or immigration status[.]"

389. Contractor Defendants have knowingly and willfully retaliated against workers by threatening to report workers to immigration authorities in response to renovation workers threatening to complain to law enforcement about Contractor Defendants' failure to pay their wages, and have thus violated NYLL § 740 and New York Executive Law § 63(12).

390. Contractor Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

391. Pursuant to NYLL § 740(5), employers who retaliate against employees for threatening to disclose violations of law to a public body are liable for front-pay, lost wages and benefits, a civil penalty of $10,000 for each aggrieved employee, and the payment by the employer of reasonable costs, disbursements, and attorney's fees.

392. When the retaliation is willful, employers are also liable for punitive damages.

THIRTEENTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct – Sexual Harassment and Hostile Work Environment
New York Executive Law §§ 296(1)(h) and 63(12))

393. Plaintiff repeats and realleges paragraphs 1 through 392 as if fully set forth herein.

394. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

395. At all relevant times, Contractor Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

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396. At all relevant times, Contractor Defendants were employers of the renovation workers within the meaning of Executive Law § 292(5).

397. Pursuant to New York Executive Law § 296(1)(h), it is an unlawful discriminatory practice for an employer to subject any individual to sexual assault or harassment because of an individual's sex.

398. Contractor Defendants have knowingly and willfully subjected at least one female renovation worker to sexual harassment and a hostile work environment by subjecting the renovation worker to inferior terms, conditions or privileges of employment because of her sex and have thus violated New York Executive Law §§ 296(1)(h) and 63(12).

399. Contractor Defendants' violations of the New York State Human Rights Law ("NYSHRL") constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

400. As a direct and proximate result of Contractor Defendants' unlawful conduct in violation of the NYSHRL, at least one renovation worker has suffered, and continues to suffer, monetary and/or economic harm and emotional distress.

401. Pursuant to NYSHRL, employers who subject an employee to harassment and hostile work environment are liable for compensatory damages including front wages, backpay, pain and suffering, emotional distress damages, punitive damages, and attorneys' fees and costs.

FOURTEENTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct —Direct Perpetrator of Forced Labor Under TVPRA[9] 18 U.S.C. §§ 1589, 1590, 1593, 1595 and New York Executive Law § 63(12))

402. Plaintiff repeats and realleges paragraphs 1 through 401 as if fully set forth herein.

[9] Trafficking Victims Protection Act of 2000 (TVPA), Pub. L. No. 106- 386, et seq.; Trafficking Victims Protection Reauthorization Act of 2003, Pub. L. No. 108-193, 117 Stat. 2875 (codified as amended in

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403. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

404. At all relevant times, the Contractor Defendants engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

405. In violation of 18 U.S.C. §§ 1589 and 1590, Contractor Defendants knowingly recruited, transported, provided and obtained labor from the renovation workers by means of: serious harm or threats of serious harm, in violation of 18 U.S.C. §1589(a)(2); abuse or threatened abuse of law or legal process, in violation of 18 U.S.C. §1589(a)(3); and a scheme, plan, or pattern intended to cause the workers to believe that, if that they did not perform such labor or services, they would suffer serious harm, in violation of 18 U.S.C. § 1589(a)(4).

406. In violation of 18 U.S.C. § 1590(a), Contractor Defendants knowingly recruited, harbored, transported, provided, or obtained the renovation workers for labor or services in violation of 18 U.S.C. § 1589.

Serious Harm and Threats of Serious Harm

407. As defined in § 1589(c)(2) serious harm means "any harm, whether physical or nonphysical, including psychological, financial, or reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background

scattered sections of 18 U.S.C.).; William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Pub. L. No. 110-457, 122 Stat. 5044 (codified as amended in scattered sections of 18 U.S.C.); Trafficking Victims Protection Act of 2017, Pub. L. No. 115-393, 132 Stat. 5265 (2018); Frederick Douglass Trafficking Victims Prevention and Protection Reauthorization Act of 2021, H.R. 5150, 117th Cong. (2021); "Technical and Clarifying Update to Civil Remedy" in the Abolish Trafficking Reauthorization Act ("ATRA") of 2022, Pub. L. No. 117-347, tit. I, § 102, 136 Stat. 6199, 6200 (2023).

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and in the same circumstances to perform or to continue performing labor or services in order to avoid incurring that harm."

408. Contractor Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to threats to report workers to immigration officials.

409. In response to the renovation workers demanding payment for their labor, Contractor Defendants continued to obtain labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to, using threats to inflict harm by reporting the renovation workers to immigration officials unless they continued to work without pay and/or comply with such demands.

410. Contractor Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to, threats to evict and/or remove the renovation workers from the hotel property, rendering them homeless.

411. Contractor Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited, to subjecting the renovation workers to dangerous and uninhabitable living conditions.

412. Contractor Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to, financial harm as a means to force compliance with Contractor Defendants' demands to continue working on the renovation project without pay.

413. Contractor Defendants' threats, and the fear instilled in the renovation workers by way of such threats, are what caused the renovation workers to continue to work, against their will, without pay.

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414. Contractor Defendants' threats were sufficiently serious, and knowingly or intentionally used by Contractor Defendants to cause the renovation workers to believe they would suffer such harm if they did not continue to work at the hotel.

415. The workers were particularly vulnerable to such abuse or threatened abuse of law or legal process given their education, background, lack of familiarity with the English language, and lack of familiarity with relevant laws and legal processes.

Abuse or Threatened Abuse of Law or Legal Process

416. As defined in § 1589(c)(1), abuse or threatened abuse of law or legal process means "the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action."

417. Contractor Defendants obtained labor from the renovation workers by means of abuse or threatened abuse of law or legal process, including but not limited to, threats to report the renovation workers to immigration officials.

418. Contractor Defendants obtained labor from the renovation workers by means of abuse or threatened abuse of law or legal process, including but not limited to, threats to evict and/or remove the renovation workers from the hotel property rendering them homeless.

419. Contractor Defendants' threats were sufficiently serious, and knowingly or intentionally used by Contractor Defendants to cause the renovation workers to believe they would suffer such harm if they did not continue to work at the hotel.

420. The renovation workers were particularly vulnerable to such abuse or threatened abuse of law or legal process given their education, background, lack of familiarity with the English language, and lack of familiarity with relevant laws and legal processes.

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Scheme, Plan or Pattern

421. Contractor Defendants obtained labor from the renovation workers by means of a scheme, plan, or pattern to cause the workers to believe that, if they did not perform such labor, that the workers or others associated with the workers, including but not limited to family members, would suffer serious harm.

422. Contractor Defendants obtained labor from the renovation workers by means of a scheme, plan, or pattern, including but not limited to, threats to report workers to immigration officials.

423. The renovation workers suffered damages as a result of Contractor Defendants' conduct.

424. As a direct and proximate cause of Contractor Defendants' conduct, the renovation workers suffered and continued to suffer economic damage including, but not limited to, unpaid wages.

425. As a direct and proximate cause of Contractor Defendants' conduct, the renovation workers suffered emotional distress.

426. Contractor Defendants acted with intentional malice, trickery, deceit, and with an indifference to—and with reckless disregard for—the health, safety, and welfare of the renovation workers. Additionally, the renovation workers were in a position of financial vulnerability, and the conduct involved repeated actions as opposed to an isolated incident.

427. Contractor Defendants are liable for compensatory damages in an amount to be determined at trial, together with injunctive relief, reasonable attorneys' fees, litigation costs, and any other relief deemed appropriate. Compensatory damages include physical, emotional, and economic losses caused as a result of forced labor.

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428. As a result of such violations, Contractor Defendants are liable for mandatory restitution pursuant to 18 U.S.C. § 1593.

FIFTEENTH CAUSE OF ACTION AGAINST CONTRACTOR DEFENDANTS
(Illegal Conduct — Beneficiary of Forced Labor Under TVPRA 18 U.S.C. §§ 1589, 1590, 1593, 1595 and New York Executive Law § 63(12))

429. Plaintiff repeats and realleges paragraphs 1 through 428 as if fully set forth herein.

430. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

431. At all relevant times, the Contractor Defendants engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

432. Contractor Defendants knowingly benefited financially, or by receiving anything of value, from its participation in a venture which it knew or should have known engaged in acts in violation of the TVPRA.

433. Contractor Defendants knowingly benefited financially, or by receiving anything of value, from its participation in a venture with Hotel Owner Defendants and Defendant IHG, including but not limited to, the venture to renovate the hotel.

434. As a direct perpetrator of forced labor, Contractor Defendants had actual knowledge that they were participating in a venture which engaged in forced labor.

435. The renovation workers suffered damages as a result of Contractor Defendants' conduct.

436. Contractor Defendants are liable for compensatory and punitive damages in an amount to be determined at trial, together with injunctive relief, reasonable attorneys' fees,

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litigation costs, and any other relief deemed appropriate. Compensatory damages include physical, emotional, and economic losses caused as a result of Contractor Defendants' conduct.

437. As a result of such violations, Contractor Defendants are liable for mandatory restitution pursuant to 18 U.S.C. § 1593.

SIXTEENTH CAUSE OF ACTION AGAINST HOTEL OWNER DEFENDANTS
(Illegal Conduct – Retaliation Under NYLL § 215 and New York Executive Law § 63(12))

438. Plaintiff repeats and realleges paragraphs 1 through 437 as if fully set forth herein.

439. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

440. At all relevant times, Hotel Owner Defendants have engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

441. Pursuant to NYLL § 215, it is illegal for an employer "or any other person, [to] discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee," for engaging in protected conduct, including but not limited to, complaining to their employer "that the employer has engaged in conduct the employees reasonably and in good faith, believes violates" the NYLL or "because such employee has otherwise exercised rights protected" under the NYLL.

442. Under NYLL § 215, "[t]o threaten, penalize, or in any other manner discriminate or retaliate against any employee includes; threatening to contact or contacting United States immigration authorities or otherwise reporting or threatening to report an employee's suspected citizenship or immigration status or the suspected citizenship or immigration status of an employee's family or household member[.]"

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443. Hotel Owner Defendants willfully retaliated against renovation workers by threatening to report workers to immigration authorities in response to renovation workers demanding their unpaid wages and thus violated NYLL § 215 and New York Executive Law § 63(12).

444. Hotel Owner Defendants' violations of the NYLL constitute repeated illegal acts and persistent illegality in the carrying on, conducting, or transaction of business as defined by New York Executive Law § 63(12).

445. Hotel Owner Defendants knowingly and willfully operated HEH with a practice of threatening and retaliating against renovation workers for reporting violations of the NYLL.

446. Pursuant to NYLL § 215(2)(a), a person who has retaliated against employees for reporting violations of NYLL is liable for liquidated damages of up to $20,000 to each aggrieved employee, reasonable attorneys' fees and costs.

SEVENTEENTH CAUSE OF ACTION AGAINST HOTEL OWNER DEFENDANTS
(Illegal Conduct — Direct Perpetrator of Forced Labor Under TVPRA 18 U.S.C. §§ 1589, 1590, 1593, 1595 and New York Executive Law § 63(12))

447. Plaintiff repeats and realleges paragraphs 1 through 446 as if fully set forth herein.

448. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

449. At all relevant times, Hotel Owner Defendants engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

450. In violation of 18 U.S.C. §§ 1589 and 1590, Hotel Owner Defendants knowingly harbored workers, and obtained labor from the renovation workers, by means of: serious harm or

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threats of serious harm, in violation of 18 U.S.C. §1589(a)(2); abuse or threatened abuse of law or legal process, in violation of 18 U.S.C. §1589(a)(3); and a scheme, plan, or pattern intended to cause the renovation workers to believe that, if that they did not perform such labor or services, they would suffer serious harm, in violation of 18 U.S.C. § 1589(a)(4).

451. In violation of 18 U.S.C. § 1590(a), Hotel Owner Defendants knowingly harbored and/or obtained the workers for labor or services in violation of 18 U.S.C. § 1589.

Serious Harm and Threats of Serious Harm

452. As defined in § 1589(c)(2) serious harm means "any harm, whether physical or nonphysical, including psychological, financial, or reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing labor or services in order to avoid incurring that harm."

453. Hotel Owner Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to, threats to report the workers to immigration officials.

454. In response to the renovation workers demanding payment for their labor, Hotel Owner Defendants continued to obtain labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to using threats to use its connections to powerful people in government, including law enforcement, to inflict harm on the renovation workers who did not continue to work without pay and/or comply with such demands.

455. Hotel Owner Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to threats to evict and/or remove the renovation workers from the hotel property, rendering them homeless.

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456. Hotel Owner Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to, subjecting the workers to dangerous and uninhabitable living conditions.

457. Hotel Owner Defendants obtained labor from the renovation workers by means of serious harm and threats of serious harm, including but not limited to, financial harm.

458. Hotel Owner Defendants repeatedly threatened the renovation workers with serious harm as a means to force compliance with Hotel Owner Defendants' demands to continue working on the renovation project without pay.

459. Hotel Owner Defendants' threats, and the fear was instilled in the renovation workers by way of Hotel Owner Defendants' threats, is what caused the renovation workers to continue to work, against their will, without pay.

460. Such threats were sufficiently serious, and knowingly or intentionally used by Hotel Owner Defendants, to cause the renovation workers to believe they would suffer such harm if they did not continue to work at the hotel.

461. The renovation workers were particularly vulnerable to such abuse or threatened abuse of law or legal process given their education, background, lack of familiarity with the English language, and lack of familiarity with relevant laws and legal processes.

Abuse or Threatened Abuse of Law or Legal Process

462. As defined in § 1589(c)(1), abuse or threatened abuse of law or legal process means "the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action."

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463. Hotel Owner Defendants obtained labor from the renovation workers by means of abuse or threatened abuse of law or legal process, including but not limited to, threats to report workers to immigration officials.

464. In response to the renovation workers demanding payment for their labor, Hotel Owner Defendants continued to obtain labor from the renovation workers by means of abuse or threatened abuse of law or legal process, including but not limited to using threats to use Hotel Owner Defendants' connections to powerful people in government, including law enforcement, to inflict harm on the renovation workers who did not continue to work without pay and/or comply with such demands.

465. Hotel Owner Defendants obtained labor from the renovation workers by means of abuse or threatened abuse of law or legal process, including but not limited to threats to evict and/or remove the renovation workers from the hotel property, rendering them homeless.

466. Such threats were sufficiently serious, and knowingly or intentionally used by Hotel Owner Defendants, to cause the renovation workers to believe they would suffer such harm if they did not continue to work at the hotel.

Scheme, Plan or Pattern

467. Hotel Owner Defendants obtained labor from the renovation workers by means of a scheme, plan, or pattern to cause the renovation workers to believe that, if they did not perform such labor, that the renovation workers or others associated with the workers, including but not limited to, family members, would suffer serious harm.

468. Hotel Owner Defendants obtained labor from the renovation workers by means of a scheme, plan, or pattern, including but not limited to threats to report workers to immigration officials.

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469. The renovation workers suffered damages as a result of Hotel Owner Defendants' conduct.

470. As a direct and proximate cause of Hotel Owner Defendants' conduct, the renovation workers suffered and continued to suffer economic damage, including but not limited to, unpaid wages.

471. As a direct and proximate cause of Hotel Owner Defendants' conduct, the renovation workers suffered emotional distress.

472. Hotel Owner Defendants acted with intentional malice, trickery, deceit, and with an indifference to—and with reckless disregard for—the health, safety, and welfare of the renovation workers.

473. Additionally, the renovation workers were in a position of financial vulnerability and the conduct involved repeated actions as opposed to an isolated incident.

474. Hotel Owner Defendants are liable for compensatory and punitive damages in an amount to be determined at trial, together with injunctive relief, reasonable attorneys' fees, litigation costs, and any other relief deemed appropriate. Compensatory damages include physical, emotional, and economic losses caused as a result of Hotel Owner Defendant' conduct.

475. As a result of such violations, Hotel Owner Defendants are liable for mandatory restitution pursuant to 18 U.S.C. § 1593.

EIGHTEENTH CAUSE OF ACTION AGAINST HOTEL OWNER DEFENDANTS
(Illegal Conduct— Beneficiary of Forced Labor Under TVPRA 18 U.S.C. §§ 1589, 1590, 1593, 1595 and New York Executive Law § 63(12))

476. Plaintiff repeats and realleges paragraphs 1 through 475 as if fully set forth herein.

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477. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

478. At all relevant times, the Hotel Owner Defendants engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

479. Hotel Owner Defendants knowingly benefited financially, or by receiving anything of value, from its participation in a venture which it knew or should have known engaged in acts in violation of the TVPRA.

480. Hotel Owner Defendants knowingly benefited financially, or by receiving anything of value, from its participation in a venture with Contractor Defendants and Defendant IHG, including but not limited to, the venture to renovate the hotel.

481. The renovation workers suffered damages as a result of the Hotel Owner Defendants' conduct.

482. Hotel Owner Defendants are liable for compensatory and punitive damages in an amount to be determined at trial, together with injunctive relief, reasonable attorneys' fees, litigation costs, and any other relief deemed appropriate. Compensatory damages include physical, emotional, and economic losses caused as a result of the Hotel Owner Defendants' conduct.

483. As a result of such violations, Hotel Owner Defendants are liable for mandatory restitution pursuant to 18 U.S.C. § 1593.

NINETEENTH CAUSE OF ACTION AGAINST IHG
(Illegal Conduct— Beneficiary of Forced Labor Under TVPRA 18 U.S.C. §§ 1589, 1593, 1595 and New York Executive Law § 63(12))

484. Plaintiff repeats and realleges paragraphs 1 through 483 as if fully set forth herein.

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485. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

486. At all relevant times, Defendant IHG has engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

487. Defendant IHG knowingly benefited financially, or by receiving anything of value, from its participation in a venture which it knew or should have known engaged in acts in violation of the TVPRA.

488. Defendant IHG knowingly benefited financially, or by receiving anything of value, from its participation in a venture with Hotel Owner Defendants, including but not limited to, the venture to renovate the hotel.

489. Information known and available to IHG, when taken together, including but not limited to, red flags and warning signs of forced labor, establish IHG knew or should have known the venture engaged in providing and/or obtaining forced labor in violation of the TVPRA, including 18 U.S.C. § 1589.

490. Defendant IHG ignored and/or overlooked certain red flags and warning signs.

491. Despite such knowledge and awareness, IHG remained fixated on financial gains and directed its efforts toward completing the renovation as soon as possible and maximizing profits thereby seeking to *continue* to benefit from the venture in the future.

492. The renovation workers suffered damages as a result of Defendant IHG's conduct.

493. Defendant IHG is liable for compensatory and punitive damages in an amount to be determined at trial, together with injunctive relief, reasonable attorneys' fees, litigation costs,

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and any other relief deemed appropriate. Compensatory damages include physical, emotional, and economic losses caused as a result of Defendant IHG's conduct.

494. As a result of such violations, Defendant IHG is liable for mandatory restitution pursuant to 18 U.S.C. § 1593.

TWENTIETH CAUSE OF ACTION AGAINST IHG
(Illegal Conduct— Beneficiary of Forced Labor – Attempt Claim Under TVPRA 18 U.S.C. §§ 1589, 1593, 1594, 1595 and New York Executive Law § 63(12))

495. Plaintiff repeats and realleges paragraphs 1 through 494 as if fully set forth herein.

496. New York Executive Law § 63(12) makes "repeated fraudulent or illegal acts or . . . persistent fraud or illegality in the carrying on, conducting or transaction of business" actionable by the Attorney General.

497. At all relevant times, Defendant IHG has engaged in the carrying on, conducting, or transaction of business in New York within the meaning of New York Executive Law § 63(12).

498. Defendant IHG attempted to knowingly benefit financially or by receiving anything of value, from its participation in a venture which it knew or should have known engaged in acts in violation of the TVPRA.

499. Information known and available to IHG, when taken together, including but not limited to "red flags" and warning signs of forced labor, establish that IHG knew or should have known the venture engaged in acts in violation of the TVPRA.

500. Defendant IHG ignored and/or overlooked certain red flags and warning signs.

501. Despite such knowledge and awareness, IHG remained fixated on financial gains and directed its efforts toward completing the renovation as soon as possible and maximizing profits thereby attempting to knowingly benefit financially and by receiving something of value,

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by seeking to benefit from the venture in the future, and by failing to terminate the venture despite such knowledge and its right—in its sole discretion—to do so.

502. The renovation workers suffered damages as a result of Defendant IHG's conduct.

503. Defendant IHG is liable for compensatory and punitive damages in an amount to be determined at trial, together with injunctive relief, reasonable attorneys' fees, litigation costs, and any other relief deemed appropriate. Compensatory damages include physical, emotional and economic losses caused as a result of Defendant IHG's conduct.

504. As a result of such violations, Defendant IHG is liable for mandatory restitution pursuant to 18 U.S.C. § 1593.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the Attorney General of the State of New York, on behalf of the People of the State of New York, respectfully requests that this Court issue an Order for the following relief:

(a) Finding that Contractor Defendants repeatedly violated NYLL § 652 and 12 N.Y.C.R.R. § 142-2.1;

(b) Finding that Contractor Defendants repeatedly violated NYLL § 190;

(c) Finding that Contractor Defendants repeatedly violated 12 N.Y.C.R.R. § 142-2.2;

(d) Finding that Contractor Defendants repeatedly violated NYLL § 191;

(e) Finding that Contractor Defendants repeatedly violated 12 N.Y.C.R.R. § 142-2.4;

(f) Finding that Contractor Defendants repeatedly violated NYLL § 193;

(g) Finding that Contractor Defendants repeatedly violated NYLL §§ 195(4) and 661;

(h) Finding that Contractor Defendants repeatedly violated NYLL § 195(1);

(i) Finding that Contractor Defendants repeatedly violated NYLL § 195(3);

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(j) Finding that Contractor Defendants repeatedly violated NYLL § 196-b;

(k) Finding that Contractor Defendants repeatedly violated NYLL § 215;

(l) Finding that Contractor Defendants repeatedly violated NYLL § 740;

(m) Finding that Contractor Defendants repeatedly violated 18 U.S.C. §§ 1589, 1590, 1593, 1595.;

(n) Finding that Contractor Defendants repeatedly violated Executive Law § 296;

(o) Finding that Contractor Defendants repeatedly violated Executive Law § 63(12);

(p) Finding that Hotel Owner Defendants repeatedly violated NYLL § 215;

(q) Finding that Hotel Owner Defendants repeatedly violated 18 U.S.C. §§ 1589, 1590, 1593, 1595;

(r) Finding that Hotel Owner Defendants repeatedly violated Executive Law § 63(12);

(s) Finding that IHG repeatedly violated 18 U.S.C. §§ 1589, 1590, 1593, 1595;

(t) Finding that IHG repeatedly violated Executive Law § 63(12);

(u) Enjoining Contractor Defendants from engaging in unlawful practices which deprive workers of timely and complete wages including minimum wage, promised wages, overtime wages, and spread of hours under NYLL §§ 190, 191, 652, and 12 N.Y.C.R.R. §§ 142-2.1-2.2 and 2.4;

(v) Enjoining Contractor Defendants from engaging in unlawful practices including making unauthorized deductions under NYLL § 193;

(w) Enjoining Contractor Defendants from engaging in unlawful practices which lead to the maintenance of inaccurate payroll records in violation of NYLL § 195(4) and 661;

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(x) Enjoining Contractor Defendants from engaging in unlawful practices which deprive such workers of accurate hiring notices and wage statements as required under NYLL §§ 195(1), (3);

(y) Enjoining Contractor Defendants from engaging in unlawful practices which lead to the failure to provide paid sick leave under NYLL § 196-b; and

(z) Enjoining Contractor Defendants from engaging in unlawful practices which lead to retaliation against employees under NYLL §§ 215 and 740;

(aa) Awarding Plaintiff disgorgement, restitution, damages, liquidated damages, prejudgment interest, and penalties, and reasonable attorneys' fees, costs and expenses under New York Executive Law § 63(12) and NYLL §§ 198 and 663 for Contractor Defendants' violations of NYLL §§ 190, 191, 193, 652, and 12 N.Y.C.R.R. §§ 142-2.1-2.2 and 142-2.4.

(bb) Awarding Plaintiff disgorgement, restitution, damages, liquidated damages, prejudgment interest, and penalties, and reasonable attorneys' fees, costs and expenses under Executive Law § 63(12) and NYLL § 215 for Contractor Defendants' violations of NYLL § 215;

(cc) Awarding Plaintiff disgorgement, restitution, damages, liquidated damages, prejudgment interest, and penalties, and reasonable attorneys' fees, costs and expenses under Executive Law § 63(12) and NYLL § 740 for Contractor Defendants' violations of NYLL § 740;

(dd) Awarding Plaintiff restitution, including compensatory damages, punitive damages, and attorneys' fees and costs for Contractor Defendants' violations of the NYSHRL;

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(ee) Awarding Plaintiff disgorgement, restitution, damages, prejudgment interest, punitive damages, reasonable attorneys' fees and costs for Contractor Defendants' violations of the TVPRA;

(ff) Awarding Plaintiff disgorgement, restitution, damages, liquidated damages, prejudgment interest, and penalties, and reasonable attorneys' fees, costs and expenses under Executive Law § 63(12) and NYLL § 215 for Hotel Owner Defendants' violations of NYLL § 215;

(gg) Awarding Plaintiff disgorgement, restitution, damages, prejudgment interest, punitive damages, reasonable attorneys' fees and costs for Hotel Owner Defendants' violations of the TVPRA;

(hh) Awarding Plaintiff disgorgement, restitution, damages, prejudgment interest, punitive damages, reasonable attorneys' fees and costs for Defendant IHG's violations of the TVPRA;

(ii) An injunction and order restraining Contractor Defendants from engaging in renovation business in the state of New York;

(jj) An injunction and order restraining Hotel Owner Defendants from engaging in hotel business in the state of New York;

(kk) Granting further relief, in law or equity, as this Court may deem appropriate and just.

JURY DEMAND

Plaintiff, the Attorney General of the State of New York, on behalf of the People of the State of New York, demands a trial by jury.

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Dated: New York, New York
November 19, 2026

Respectfully submitted,

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