

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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RICARDO LOVOS on behalf of himself and
all others similarly situated,

Plaintiff,

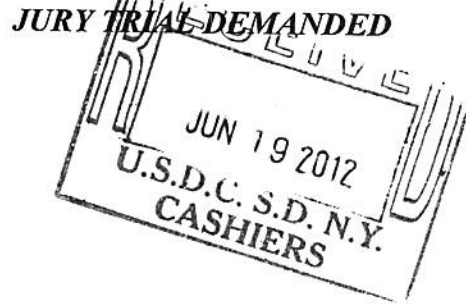
-against-

EQUIPSYSTEMS, LLC,
CHRIS WILKERSON, an individual and
NELSON ROJAS, an individual,

Defendants.
-----X

Docket No.:

COMPLAINT



Plaintiff RICARDO LOVOS ("Plaintiff" or "Mr. Lovos"), on behalf of himself and all others similarly situated (collectively as "Plaintiffs" or "Class Plaintiffs"), by and through his attorneys, The Law Office of BORRELLI & ASSOCIATES, P.L.L.C., brings this action for damages and other legal and equitable relief from Defendants EQUIPSYSTEMS, LLC ("Equipsys"), CHRIS WILKERSON ("Wilkerson"), individually, and NELSON ROJAS ("Rojas"), individually, (collectively referred to as "Defendants") for violations of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201 *et seq.* ("FLSA"); New York State Labor Law ("NYLL"); New York State Human Rights Law §§ 290 *et seq.* ("NYSHRL"); New York City Human Rights Law §§ 8-100 *et seq.* ("NYCHRL"); and any other cause(s) of action that can be inferred from the facts set forth herein.

INTRODUCTION

1. Mr. Lovos brings this action on his own behalf and with those similarly-situated against Defendants Equipsys, for willfully failing to compensate Mr. Lovos and Class Plaintiffs (1)

for all hours worked, as defined by NYLL and the FLSA; (2) with overtime payments for all hours worked in excess of forty; and (3) with one hour of additional pay for each day in which over ten hours were worked.

2. Moreover, Mr. Lovos brings this action against Defendants for terminating his employment because of his actual and/or perceived disability, in violation of NYLL and NYCHRL.
3. Mr. Lovos has filed a complaint with the Equal Employment Opportunity Commission with respect to his disability discrimination claim under the Americans with Disability Act (“ADA”). Once a right to sue letter has been received, Mr. Lovos will amend his complaint to include his claim of disability discrimination under the ADA.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, which confers original jurisdiction upon this Court for actions arising under the laws of the United States, and pursuant to 28 U.S.C. §§ 1343(3) and 1343(4), which confer original jurisdiction upon this Court in a civil action to recover damages or to secure equitable relief (i) under any Act of Congress providing for the protection of civil rights; (ii) under the Declaratory Judgment Statute, 28 U.S.C. § 2201; and (iii) under 29 U.S.C. § 201 et. seq.
5. The Court's supplemental jurisdiction is invoked pursuant to 28 U.S.C. § 1367(a), which confers supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.
6. Venue is proper in this Court pursuant to 29 U.S.C. §§ 201-219, in as much as this judicial District lies in a State in which the unlawful employment practices occurred. Venue is also

proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) and (c), in that Defendants maintain offices, conduct business and reside in this district.

PARTIES

7. At all relevant time herein, Plaintiff RICARDO LOVOS, is a resident of the State of New York, county of Kings.
8. At all relevant times herein, Mr. Lovos and all Class Plaintiffs are covered employees within the meaning of the FLSA, NYSHRL and NYLL, and were employed by Equipsys within the meaning of the FLSA, NYSHRL and NYLL.
9. At all relevant times herein, Defendant EQUIPSYSTEMS, LLC is a domestic corporation organized under the law of the State of New York, with a principal place of business located at 117 East 55th Street, New York, New York, 10022. Upon information and belief, Equipsys has employed approximately twenty-five employees for the duration of Complainant's employment.
10. Defendant Equipsys is a covered employer subject to the wage and hour requirements of the FLSA. Equipsys engages in interstate commerce by sending employees to different health care institutions in locations around the United States to perform cleaning and repair services for hospital beds and equipment. Upon information and belief, amount of qualifying annual volume of business for Equipsys exceeds \$500,000.00.
11. At all times relevant herein, Defendant CHRIS WILKERSON, is the President and/or Owner of Equipsystems, LLC. Upon information and belief, Wilkerson is a citizen and resident of New York.

12. At all times relevant herein, Defendant NELSON ROJAS is a manager for Equipsystems, LLC, and Mr. Lovo's direct supervisor. Upon information and belief, Rojas is a citizen and resident of New York.

COLLECTIVE ACTION ALLEGATIONS

13. Plaintiffs seek to bring this suit pursuant to 29 U.S.C. § 216(b) on their own behalf as well as those in the following class:

Current and former employees of Defendants who perform any work on behalf of Defendants in any location around the United States as non-managerial employees, including, but not limited to, Washers and Dryers, who give consent to file a cause of action to recover overtime compensation which is legally due them for the time worked in excess of 40 hours in a given work week, as well as to recover the difference between the amount of wages actually paid to them and the statutorily amount due ("Class Plaintiffs").

14. Plaintiffs are similarly situated to all such individuals because, while employed by Defendants, Mr. Lovos and all Class Plaintiffs performed similar tasks; were subject to the same laws and regulations; were paid in the same or similar manner; were paid the same or similar rate; were required to work in excess of 40 hours per workweek; were not paid for all hours worked; were not paid required overtime payments for all hours worked over forty; and were not paid an additional rate when working over ten (10) hours on a given day.
15. Defendants treated all Class Plaintiffs similarly in requiring them to work in excess of forty hours per workweek without proper overtime compensation. Class Plaintiffs work and/or worked for Defendants at locations assigned by Defendants in 10 hour shifts, six (6) days per work. They were regularly scheduled in excess of five (5) shifts per week of

eight (8) hours per shift and thus were specifically scheduled to work more than 40 hours per work week, yet Defendants did not pay them the statutorily required overtime compensation. They also were not compensated at an hourly rate for all hours worked in accordance with the minimum legally required hourly rate of pay. All Class Plaintiffs are engaged in interstate commerce as they are required to handle goods that have been moved in interstate commerce.

16. Defendants have at all times been aware of the requirement to pay Mr. Lovos and all other Class Plaintiffs for all hours worked in accordance with the New York and federal wage and hour laws, yet purposefully chose not to.

RULE 23 CLASS ALLEGATIONS

17. Plaintiffs additionally seek to maintain this action as a class action, pursuant to Fed. R. Civ. P. 23(b)(3), on their own behalf as well as those who are similarly situated and are also Class Plaintiffs, who, during the applicable statutes of limitations, were subjected to violations of the FLSA and NYLL.

18. Pursuant to F.R.C.P. 23(b)(3), Plaintiffs plead that the class:

- a. Is so numerous that joinder is impracticable;
- b. There are questions of law or fact common to the class which predominate any individual questions of law or fact;
- c. Claims or defenses of the representative are typical of the class;
- d. The representative will fairly and adequately protect the class; and,
- e. A class action is superior to other methods of adjudication.

19. The Class which Plaintiffs seek to define includes:

Current and former employees of Defendants who perform any work on behalf of Defendants in any location around the United States as non-managerial employees, including, but not limited to, Washers and Dryers, who give consent to file a cause of action to recover overtime compensation which is legally due them for the time worked in excess of 40 hours in a given work week, as well as to recover the difference between the amount of wages actually paid to them and the statutorily amount due ("Class Plaintiffs").

Numerosity

20. Upon information and belief, during the previous six (6) years, Defendants have, in total, employed at least fifteen or more employees in order to staff the two groups of employees sent to hospital locations around the United States to perform cleaning services.

Common Questions of Law and/or Fact

21. There are questions of law and fact that govern the claims available to each and every Class Plaintiff, including, but not limited to, the following:
- a. Whether Class Plaintiffs were compensated for all hours worked at a rate not less than the statutorily required minimum hourly rate of pay;
 - b. Whether Class Plaintiffs were scheduled to work and/or required to work approximately fifty-nine (59) hours per week;
 - c. Whether Defendants failed to pay Class Plaintiffs for all hours worked in excess of forty (40) hours;
 - d. Whether Defendants failed to pay Class Plaintiffs for overtime pay for all hours worked in excess of forty (40) hours;

- e. Whether Defendants failed to pay Class Plaintiffs an additional rate when Class Plaintiffs worked a spread of hours that exceeded ten (10) hours; and
- f. Whether Defendants kept accurate records of hours worked by Class Plaintiffs.

Typicality of Claims and/or Defenses

22. Defendants employed non-managerial employees in one of two capacities: Washer or Dryer. Both groups of employees travelled to assigned hospitals and/or health care institutions in two groups to manually service health care equipment on location. Mr. Lovos was employed by Defendants' as a Washer. His duties, pay rate, and pay structure were substantially similar to all other non-managerial Equipsys employees, aside from Management.
23. There are common questions of law and fact with respect to compensation which are applicable to Mr. Lovos and all other Equipsys employees holding exact or similar non-managerial positions. This treatment included, but was not limited to, failure to pay Class Plaintiffs for all hours worked; failure to compensate Class Plaintiffs proper overtime payments for all hours worked over forty (40); and failure to pay Class Plaintiffs that worked over ten (10) hours on a given day an extra hour of pay.

Adequacy

24. The representative party is no longer employed with Defendants, as he has been terminated. Mr. Lovos has kept substantial records from his time working for Defendants and would properly and adequately represent the current and former employees who have

been subjected to the treatment alleged herein. Additionally, Plaintiffs' attorneys have substantial experience in this field of law.

Superiority

25. Upon information and belief, Mr. Lovos was treated identically to other employees with respect to his wage and hour claims and aside from his individual claim for disability discrimination. Any lawsuit brought by an employee of Defendants would be identical to a suit brought by any other employee for the same wage and hour violations; thus, separate litigation would cause a risk of inconsistent results. Mr. Lovos has no facts relating to the class wage and hour claims that are atypical from those of the other Class Plaintiffs.

26. Because Mr. Lovos is no longer employed by Defendants, he will be able to represent Class Plaintiffs by acting without fear of further retaliation and harassment. Accordingly, this means of protecting all of Class Plaintiffs' rights is superior to any other method.

PRELIMINARY STATEMENT

27. Defendant Equipsys, through its agents, servants, officers, and/or employees willfully failed to compensate Mr. Lovos and Class Plaintiffs (1) for all hours worked, as defined by NYLL and the FLSA; (2) with overtime payments for all hours worked in excess of forty (40); and (3) with one hour of additional pay for each day in which over ten (10) hours were worked. Moreover, Defendants discriminated against Mr. Lovos by terminating his employment because of his actual and/or perceived disability.

BACKGROUND FACTS

28. In order to provide cleaning and repair services for hospital beds and equipment, Equipsys employs two groups of “Washers” and “Dryers” to travel to different hospital locations around the United States. Each group consists of one (1) “Washer” and approximately seven (7) or eight (8) “Dryers,” all of which are Class Plaintiffs. All the “Washers” and “Dryers” perform manual functions, are paid at an hourly rate, are paid on a weekly basis, and are not exempt from the wage and hour provisions of NYLL and the FLSA. The Class Plaintiffs were supervised by Equipsys Managers Defendant Rojas and Mark [last name unknown].
29. On a regular basis, each group of Washer and Dryers was assigned to a hospital, located within New York or at a remote location within the United States not located in the Manhattan, New York area (“Remote Location”). Because assignments were usually at Remote Locations, interstate travel was a material and exclusive requirement of each Class Plaintiffs’ employment with Equipsys in order to perform their services.
30. Each Remote Location assignment required the Class Plaintiffs to travel to and remain at the Remote Location for the duration of the assignment. The duration of each Remote Location assignment ranged from two (2) to forty (40) days. Equipsys maintained exclusive discretion and authority over all aspects of each Remote Location assignment for all Class Plaintiffs, including all aspects of transportation and lodging.

Mr. Lovos’ Employment With Equipsys

31. Mr. Lovos, commenced his employment with Equipsys on or about October 29, 2007 as a “Washer.” In this position, Mr. Lovos travelled to health care institutions located in Remote Locations throughout the United States to professionally sanitize hospital beds

and equipment, and lift heavy objects. Mr. Lovos was compensated on an hourly basis, initially at a rate of ten dollars (\$10.00) per hour. Mr. Lovos' Equipsys Service Group was supervised by Defendant Rojas.

32. While employed with Equipsys, Mr. Lovos was an exemplary employee. His stellar performance was rewarded with multiple pay raises, increasing his hourly rate of compensation to: \$10.25 per hour on or about January 14, 2008; \$10.50 per hour on or about April 6, 2009; \$11.75 per hour on or about August 3, 2009; and \$12.00 per hour on or about December 27, 2011. At all times during his employment, Mr. Lovos was paid at an hourly rate and remained in the position of "Washer" performing the same job functions.
33. Throughout his employment with Equipsys, Mr. Lovos was required to travel out-of state to assigned work locations, including, but not limited to, hospital and health care facilities in North Carolina; Los Angeles, California; Tuscan, Arizona; and San Fransico, California. Mr. Lovos was required to drive with managers or fly with airplane tickets pre-paid or reimbursed by Equipsys to the varied interstate job locations. Mr. Lovos' travel time with respect to his assigned Remote Locations ranged from a four (4) hour drive to Washington, D.C., to a twenty-one (21) hour drive from New York to Miami, Florida. While at his assigned Remote Location, Equipsys maintained exclusive discretion and authority over Mr. Lovos' lodging accommodations, which were prepaid or reimbursed by Equipsys.
34. On average, Mr. Lovos' travelled from Remote Location to Remote Location for approximately one month without returning to the New York area. After approximately

one month, Mr. Lovos returned to New York for approximately one day of rest, after which he was reassigned to another Remote Location. Mr. Lovos' was assigned to service hospitals in the New York area that did not require travel to a Remote Location only on occasion.

Equipsys' Policy and Practice of Compensating "Washers" in Violation of NYLL and FLSA

35. The typical weekly schedule for the Class Plaintiffs, including Mr. Lovos, commenced at 3:00 p.m. and ended at 12:00 a.m. each day from Monday through Thursday. On Friday, Mr. Lovos and the other members of the Equipsys Service Groups typically commenced work at 3:00 p.m. and worked through the weekend until their jobs was done, at times resting for only a short time on Saturday night. On average, Mr. Lovos and the other Class Plaintiffs were scheduled to work approximately fifty-nine (59) hours over the course of six (6) to seven (7) days.
36. Like all Class Plaintiffs, Mr. Lovos was "on the clock" during Equipsys' mandated travel and lodging time at each assigned, Remote Location, including sleeping periods while engaged to work at Remote Locations, "hours worked" travelling away from home to work at Remote Locations, and "hours worked" in which the Class Plaintiffs were engaged to wait at Remote Locations.
37. Despite being required to travel and lodge in Remote Locations to perform their job functions, Mr. Lovos and all other Class Plaintiffs were only compensated for hours worked in the assigned hospital or health care facility in the Remote Location, plus twenty-five dollars (\$25) per day for lunch.

38. Defendants knowingly and willfully operated their business with a policy of not paying Class Plaintiffs for sleeping periods while engaged to work at Remote Locations, which are compensable “hours worked” pursuant to NYLL and the FLSA. No agreement between Equipsys and Class Plaintiffs to exclude these hours from their total “hours worked.”
39. Defendants knowingly and willfully operated their business with a policy of not paying Class Plaintiffs for “hours worked” travelling away from home to work at Remote Locations, which are compensable “hours worked” pursuant to NYLL and the FLSA.
40. Defendants knowingly and willfully operated their business with a policy of not paying Class Plaintiffs for “hours worked” in which the Class Plaintiffs were engaged to wait at Remote Locations to perform their work assignments.
41. Had Defendants properly compensated Class Plaintiffs, they would have each been compensated for all “hours worked” from the time their travel to the assigned Remote Locations until the time they returned to their homes in the New York area.
42. As a result of Defendants’ policy of only compensating Class Plaintiffs for the time spent at the hospital or health care facility while engaged to work at a Remote Location, Defendants failed to document and compensate Class Plaintiffs for the correct number of hours worked.
43. Moreover, Defendants’ consistently failed to provide overtime payments to Class Plaintiffs for all hours worked over forty (40), with respect to the hours Defendants actually recorded and compensated, as well as the hours worked that Defendants failed to compensate.

44. Because Class Plaintiffs worked in excess of ten (10) hours per day while engaged to work at assigned Remote Locations, Defendants were required to pay each Class Plaintiff Defendants operated their business with a policy of not paying Class Plaintiffs with one hour of additional pay for each hour worked in excess of ten (10) hours per day, as required by NYLL.

Mr. Lovos' Disability Discrimination in Violation of the ADA, NYSHRL, and NYCHRL

45. On December 11, 2011, Mr. Lovos was working at a job site located in North Carolina and began feeling ill. Mr. Lovos asked Defendant Rojas to be taken to a doctor, but his request was denied.

46. On December 12, 2011, Mr. Lovos informed Defendant Rojas that he was still not feeling well, had experienced rectal bleeding, and asked Defendant Rojas to take him to the doctor. Defendant Rojas declined and stated that he "did not have time for that." Shortly after rejecting Mr. Lovos's request, Defendant Rojas called Defendant Wilkerson at the Equipsys New York office to send Mr. Lovos back to New York because Mr. Lovos reported he was sick.

47. On December 13, 2011, Defendant Rojas informed Mr. Lovos that Mr. Lovos' employment with Equipsys was terminated. Defendant Rojas then provided Mr. Lovos with a plane ticket to travel from North Carolina to New York on December 14, 2011.

48. On December 14, 2011, Mr. Lovos returned to New York from North Carolina and immediately went to the hospital to be treated for his acute hemorrhoid condition. Mr. Lovos was admitted until his discharge on December 15, 2011 at approximately 5:00 a.m.

49. Later that day, Mr. Lovos was admitted into another hospital, the Lutheran Medical Center, located in Brooklyn, New York. He remained in the hospital until discharged on December 16, 2011 at approximately 11:00 a.m.
50. On December 20, 2011, Mr. Lovos returned to Lutheran Medical Center for a follow up appointment with his doctor, where Mr. Lovos was informed that he needed surgery for acute hemorrhoids, the cause of his rectal bleeding and ill feeling.
51. On March 28, 2012, Mr. Lovos underwent a surgical procedure to remedy his hemorrhoids.

FIRST CLAIM AGAINST ALL DEFENDANTS ON BEHALF OF
PLAINTIFF AND ALL CLASS ACTION PLAINTIFFS
(Violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et. seq.)

52. Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.
53. At all relevant times, Defendants were “employers” within the meaning of the FLSA.
54. At all relevant times, Class Plaintiffs were “employees” within the meaning of the FLSA.
55. At all relevant times, Class Plaintiffs were “employed” by Defendants within the meaning of the FLSA.
56. At all relevant times, Class Plaintiffs was an “enterprise engaged in commerce or in the production of goods for commerce” within the meaning of the FLSA during each workweek of their employment.
57. At all relevant times, Class Plaintiffs are or were not exempt from the provisions of the FLSA.

58. At all relevant times, Defendants had a policy and practice of refusing to compensate Class Plaintiffs for the following hours in which the employees suffered or were permitted to work pursuant to the FLSA: (1) time spent by an employee in travel as part of their principal activity; (2) time in which employees were engaged to work at assigned work locations; and (3) time spent at rest while engaged at assigned work locations.
59. At all relevant times, Defendants' policy and practice of failing to pay Class Plaintiffs at all for all "hours worked" as defined by the FLSA resulted in Defendants' willful failure to pay Class Plaintiffs minimum wages in violation of the FLSA.
60. At all relevant times, Defendants' policy and practice of failing to pay Class Plaintiffs at all for all "hours worked" as defined by the FLSA resulted in Defendants' willful failure to pay Class Plaintiffs overtime payments in violation of the FLSA.
61. At all relevant times, for hours compensated by Defendants, Defendants willfully failed to correctly pay Class Plaintiffs overtime payments equal to one and one-half (1 ½) times each Class Plaintiff's regular rate of pay for all hours worked over forty in a workweek.
62. As a result of Defendants' FLSA violations, Class Plaintiffs are entitled to unpaid wages, liquidated damages, costs and disbursements of this action, and reasonable attorneys' fees.

**SECOND CLAIM AGAINST ALL DEFENDANTS ON BEHALF OF
PLAINTIFF AND ALL CLASS ACTION PLAINTIFFS**

(Violation of New York Labor Law, §§ 650 et. seq.)

63. Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.
64. At all relevant times, all Defendants are "employers" within the meaning of NYLL.

65. At all relevant times, Class Plaintiffs are or were “employees” within the meaning of NYLL.
66. At all relevant times, Class Plaintiffs are or were not exempt from the provisions of NYLL.
67. At all relevant times, Defendants willfully paid Class Plaintiffs less than the wages to which the Class Plaintiffs are or were entitled to under NYLL based on Defendants’ incorrect records of hours worked.
68. At all relevant times, Defendants’ policy and practice of failing to pay Class Plaintiffs for all “hours worked” as defined by NYLL resulted in Defendants’ willful failure to pay Class Plaintiffs minimum wages, in violation of the NYLL.
69. At all relevant times, Defendants’ policy and practice of failing to pay Class Plaintiffs for all “hours worked” as defined by NYLL resulted in Defendants’ willful failure to pay Class Plaintiffs overtime payments, in violation of the NYLL.
70. As a result of Defendants’ NYLL violations, Class Plaintiffs are entitled to recover from the Defendants unpaid wages, liquidated damages, costs and disbursements of this action, and reasonable attorneys’ fees.

**THIRD CAUSE OF ACTION AGAINST DEFENDANTS ON BEHALF OF
PLAINTIFF AND ALL CLASS ACTION PLAINTIFFS**

(For violation of 12 N.Y.C.R.R. § 142-2.4)

71. Plaintiff and Class Action Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.
72. Plaintiff and all other non-managerial employees of Defendants were required to work in excess of 10 hours a day without being compensated for the legally mandated spread of

hours pay. These practices were willful and lasted for the duration of the relevant time periods.

73. This practice is in violation of 12 N.Y.C.R.R. § 142-2.4.

FOURTH CLAIM AGAINST ALL DEFENDANTS
ON BEHALF OF PLAINTIFF LOVOS

(Disability Discrimination in violation of NYSHRL, New York Executive Law §§ 290 et. seq.)

74. Mr. Lovos repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

75. At all relevant times, Defendant Equipsys was an “employer” within the meaning of NYSHRL.

76. At all relevant times, Defendant Wilkerson and Defendant Rojas were “persons” within the meaning of NYSHRL.

77. At all relevant times, Mr. Lovos was an “employee” within the meaning of NYSHRL.

78. Mr. Lovos’ bleeding hemorrhoid condition was a physical and/or medical impairment resulting from anatomical conditions that did not prevent Mr. Lovos from performing the functions of his position as a “Washer” with or without reasonable accommodations. This impairment and Mr. Lovos’ subsequent record of such impairment is a disability within the meaning of the NYHRL.

79. Defendants Wilkerson and Rojas aided, abetted, incited, compelled, incited, and/or coerced Defendant Equisys in the discrimination of Mr. Lovos on account of his disability, in violation of the NYSHRL.

80. Defendants discriminated against Mr. Lovos by denying him the reasonable accommodation of permission to seek immediate medical attention or about December

11, 2011 and December 12, 2011, in violation of the NYSHRL. This discrimination was performed with malice or reckless indifference.

81. Defendants discriminated against Mr. Lovos by terminating Mr. Lovos from his employment with Equipsys on or about December 13, 2011 because of Mr. Lovos' disability, in violation of the NYSHRL. This discrimination was performed with malice or reckless indifference.

82. As a result of Defendants' discrimination on account of Mr. Lovos' disability, Mr. Lovos is entitled to recover back pay; front pay; compensatory damages for future loss, emotional distress, pain & suffering, inconvenience, and mental anguish; and attorneys' fees.

FIFTH CLAIM AGAINST ALL DEFENDANTS
ON BEHALF OF PLAINTIFF LOVOS

(Disability Discrimination in violation of NYCHRL §§ 8-100 et. seq.)

83. Mr. Lovos repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

84. The NYCHRL prohibits discrimination in the terms, conditions, and privileges of employment on the basis of, *inter alia*, an individual's disability.

85. Mr. Lovos is an employee and qualified person with a disability as those terms are defined under the NYCHRL.

86. Defendant Equipsys discriminated against Mr. Lovos' on the basis of Mr. Lovos' disability in violation of the NYCHRL by failing to grant Mr. Lovos' reasonable request to see a doctor, and then terminating his employment.

87. Defendants Wilkerson and Rojas aided and abetted Defendant Equipsys's discriminatory practices and conduct.
88. Defendants Wilkerson and Rojas acted intentionally and with malice and reckless indifference to Mr. Lovos' rights under the NYCHRL and are thereby liable to Mr. Lovos for compensatory damages under the NYCHRL.
89. As a result of Defendants' unlawful acts, Plaintiff has suffered and will continue to suffer substantial losses, including loss of past and future earnings and other employment benefits, and has suffered other monetary damages and compensatory damages for, *inter alia*, mental anguish, emotional distress, humiliation, and loss of reputation and professional opportunities.

DEMAND FOR A JURY TRIAL

90. Plaintiffs demand a trial by jury of all issues and claims in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

1. Enter a judgment declaring that the Defendants' patterns, practices and omissions, as described above, violate the law;
2. Enter a judgment and award in favor of Plaintiffs and against Defendants for reasonable monetary damages, including back pay (plus interest or an appropriate inflation factor and enhancement to offset adverse tax consequences associated with lump sum receipt of back pay), front pay, benefits, and all other damages owed to Plaintiffs in an amount proven at trial, resulting from Defendants' unlawful and discriminatory acts or omissions;

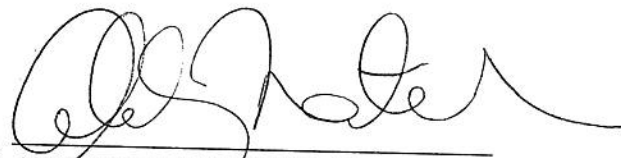
3. Enter a judgment and award in favor of Plaintiffs for the compensatory, punitive, exemplary and liquidated damages available under all applicable Federal and State laws;
4. Enter a judgment and award in favor of the Plaintiffs for costs, including but not limited to reasonable attorneys' fees, experts' fees, and other costs and expenses of this litigation;
5. Enter a judgment and award in favor of Plaintiffs for pre-judgment and post-judgment interest;
6. Award such other and further legal and equitable relief as may be found appropriate and as this Court may deem just and proper; and
7. Retain jurisdiction over this action until such time as it is satisfied that Defendants have remedied the practices complained of and is determined to be in full compliance with the law.

Dated: Great Neck, New York
June 11, 2012

Respectfully Submitted,

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