

CRIMINAL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
THE PEOPLE OF THE STATE OF NEW YORK

-against-

FELONY COMPLAINT

VICKRAM MANGRU,

Dkt. No. _____

Defendant.

-----X

Caroline Friedman, Esq. of the New York City Office of the Comptroller (“NYC Comptroller”) being duly sworn, deposes and says that:

On or about and between December 23, 2012 and February 14, 2015, in the County of Bronx, State of New York, and elsewhere,

THE DEFENDANT COMMITTED THE OFFENSES OF:

Labor Law § 220(3)(d)(i)(4)	Failure To Pay The Prevailing Rate of Wage or Supplements (“C” felony) (1 Count)
Penal Law § 175.10	Falsifying Business Records in the First Degree (“E” felony) (5 Counts)

IN THAT THE DEFENDANT:

Committed the crime of failure to pay the prevailing rate of wage or supplements when the defendant participated in a public works project in the capacity of a contractor or subcontractor and willfully failed to pay or provide the prevailing rate of wage or supplements and such failure resulted in underpayments, which in the aggregate amount to all workers employed by defendant resulted in an amount greater than five hundred thousand dollars.

Committed the crime of falsifying business records in the first degree when, with intent to defraud, the defendant made or caused a false entry in the business records of an enterprise or omitted to make a true entry in the business records of an enterprise in violation of a duty to do so which he or she knows to be imposed upon him or her by law or the nature of his or her position, and when the intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof.

THE GROUNDS FOR DEPONENT'S BELIEF ARE AS FOLLOWS:

Background

1. I have been an attorney with the NYC Comptroller's Office Bureau of Labor Law ("NYC Comptroller") for over two and a half years. As an attorney with the NYC Comptroller, my primary duties and responsibilities are to bring enforcement proceedings against contractors and subcontractors who violate the provisions of Article 8 of the New York Labor Law, including advising investigators, auditors, and engineers during investigations, issuing subpoenas for records from third parties such as banking institutions, reviewing records produced during investigations such as contracts, certified payrolls records, payroll registers, canceled checks, and benefit remittance reports, negotiating settlements, and representing the NYC Comptroller at trial before the NYC Office of Administrative Trials and Hearings.
2. As an attorney with the NYC Comptroller's Office, I am familiar with the processes regarding certified payroll submission and the laws governing prevailing wage payments regarding New York City Department of Education ("DOE"), Division of School Facilities ("DSF") contracts. This felony complaint is based upon my personal knowledge and information and belief, the sources of which include: my familiarity with the prevailing wage law under New York State Article 8 of the Labor Law, Section 220, as it applies to public works construction projects overseen by DOE / DSF; my review of the construction contract between DSF and Geomatrix Services Incorporated ("GEO") for work to be performed at various public schools in Bronx County, New York listed below under the public works project contract - Contract No. 10675 - for which defendant operated as a subcontractor; my review of and familiarity with defendant's Certified Payroll Records ("CPRs") under Contract No. 10675; information obtained from 10 witnesses known to the NYC Comptroller and Office of the Attorney General who performed work for the defendant under Contract No. 10675 ("E1-E10"); bank records and paychecks issued to E1-E10 by defendant; my review of a wage underpayment calculation for Contract No. 10675 prepared by NYC Comptroller calculating the difference in the wages E1-E10 were supposed to have been paid under the prevailing wage law and the amount E1-E10 were actually paid according to the bank records and paychecks ("Calculation"); and my review of documents maintained by the New York State Department of State.
3. DSF is a division of the DOE with its principal place of business at 44-36 Vernon Blvd., Long Island City, New York. The DSF is responsible for the maintenance, repair, and safe, efficient operation of over 1,300 separate facilities under the jurisdiction of the City of New York's school system.

Based on my review of the Standard Form of Proposal, Serial No. B1593 between DOE and GEO, I have been informed by DSF that said Standard Form of Proposal, Serial No. B1593 represents the Job Order Contract for General Construction by GEO under Contract No. 10675 which states in section 1.5 "WAGE RATES" that "If the Work of this Contract is covered by the provisions of New York State Labor Law Sections 220 or 230, the following provision(s) shall apply: The Office of the Comptroller of the City of New York has certified wage rates, which rates have been established by him pursuant to the laws of the State of New York. The Contractor and every sub- contractor on contracts shall post in a prominent place on the site of

the work a legible statement of all wage rates as specified to be paid for the various classes of mechanics, workers or laborers employed on the work.”

4. Based upon my review of records made and maintained in the regular course of business by LexisNexis and records possessed by the NYC Comptroller, the records state that Defendant VICKRAM MANGRU (“VICKRAM”) is a resident of the State of New York and lives at 21 Darewood Lane, Valley Stream, New York.
5. Based upon a review of information possessed by the NYC Comptroller, VICKRAM did business under the fictitious name Vick Construction before, during, and after VICKRAM’s debarment by the NYC Comptroller on December 31, 2013, which was based upon stipulated findings of the willful underpayment of prevailing wages and the falsification of payroll records by VICKRAM during the time period of April 2012 through August 2012. The debarment dated December 31, 2013 prohibits VICKRAM and Vick Construction from bidding on, soliciting or being awarded contracts for public works projects for five (5) years.
6. Also based upon review of information possessed by the NYC Comptroller, VICKRAM continued to work on public works contracts as Vick Construction after December 31, 2013 until April 12, 2014, when VICKRAM ceased doing business as Vick Construction.
7. Based upon a review of records maintained by the New York State Department of State, AVM Construction Corp. (“AVM Construction”) registered as a domestic business corporation on January 24, 2014. Based upon a review of bank records, VICKRAM, doing business as Vick Construction, transferred assets to AVM Construction and Gayatri Mangru (VICKRAM’s wife) between February 2014 and July 2014. Thereafter, in violation of the debarment dated December 31, 2013, on or about April 12, 2014, VICKRAM began to manage the day-to-day operations of AVM Construction, and AVM Construction began bidding on, soliciting and being awarded contracts for public works projects. Although both Ravi Mangru (VICKRAM’s son) and Gayatri Mangru have provided statements that they are president and sole owner of AVM Construction, respectively, VICKRAM managed the day to day operations of AVM Construction in that he directly supervised the work of its employees and paid them their wages.
8. Based upon my review of records maintained in the regular course of business by DSF, GEO is a contractor that bids on public work projects, including projects sponsored by the DSF. VICKRAM d/b/a Vick Construction and AVM Construction were subcontractors of GEO and were awarded several subcontracts for public work on DSF projects, including projects under Contract No. 10675.
9. Based upon my review of the records made and maintained in the regular course of business by the DSF, VICKRAM d/b/a Vick Construction performed work on the following DSF school projects awarded to GEO, Contract No. 10675 between December 23, 2012 and April 12, 2014, including but not limited to:
 - a. I.S. 183 located at 339 Morris Avenue, Bronx, New York
 - b. J.H.S. 149 located at 360 East 145th Street, Bronx, New York
 - c. P.S. 55 located at 450 Saint Paul’s Place, Bronx, New York

- d. P.S. 92 located at 700 East 179th Street, Bronx, New York
 - e. P.S. 103 located at 4125 Carpenter Avenue, Bronx, New York
 - f. I.S. 52 located at 2055 Maples Avenue, Bronx, New York
 - g. Alfred E. Smith H.S. located at 333 East 151st Street, Bronx, New York
 - h. I.S. 181 located at 800 Baychester Avenue, Bronx, New York
 - i. I.S. 135 located at 2441 Wallace Avenue, Bronx, New York
 - j. P.S. 29 located at 758 Courtlandt Avenue, Bronx, New York
10. Based upon my review of records made and maintained in the regular course of business by the DSF, VICKRAM as the day to day manager of AVM Construction performed work on the following DSF school projects awarded to GEO, Contract No. 10675 between April 13, 2014 and February 14, 2015, including but not limited to:
- a. Walton H.S. located at 2780 Reservoir Avenue, Bronx, New York
 - b. I.S. 135 located at 2441 Wallace Avenue, Bronx, New York
 - c. Mott Haven Campus located at 730 Concourse Village West, Bronx, New York
 - d. Grace H. Dodge Voc. H.S. located at 2474 Crotona Avenue, Bronx, New York
 - e. P.S. 102 located at 1827 Archer Street, Bronx, New York
 - f. P.S. 114 located at 1155 Cromwell Avenue, Bronx, New York
 - g. P.S. 67 located at 2024 Mohegan Avenue, Bronx, New York
 - h. I.S. 142 located at 3750 Baychester Avenue, Bronx, New York
 - i. P.S. 27 located at 519 Saint Ann's Avenue, Bronx, New York
 - j. P.S. 73 located at 1020 Anderson Avenue, Bronx, New York
 - k. P.S. 46 located at 279 East 196 Street, Bronx, New York
 - l. P.S. 35 located at 261 East 163 Street, Bronx, New York
11. New York State Labor Law Section 220 requires payment of "prevailing wages" to employees of contractors and subcontractors performing, among other things, government funded construction of public buildings for government agencies such as DOE / DSF. As is required under Section 220 and based upon the terms of Contract No. 10675, any subcontractor - including VICKRAM - was required to pay his employees the prevailing wage for all hours worked and to file CPRs with GEO. VICKRAM signed the CPRs for work performed pursuant to Contract No. 10675 between December 23, 2012 and January 11, 2014.
12. Based on my familiarity with Labor Law Section 220 as it applies to DOE / DSF construction projects, I know that the NYC Comptroller determines the local prevailing wage rate for each trade or occupation for employees of contractors and subcontractors subject to Section 220. For the time period from December 23, 2012 to February 14, 2015, the local prevailing wage rate, as published by the NYC Comptroller for Contract No. 10675 and required under Section 220 for the job classification of mason tender, was \$58.64 per hour in wages and supplements combined from July 1, 2012 to December 31, 2012 and \$75.76 in overtime; \$59.64 per hour in wages and supplements combined from January 1, 2013 to June 30, 2013 and \$76.89 in overtime; \$60.74 per hour in wages and supplements combined from July 1, 2013 to January 19, 2014 and \$78.24 in overtime; \$61.84 per hour in wages and supplements combined from January 20, 2014 to June 30, 2014 and \$79.61 in overtime; \$62.79 per hour in wages and supplements combined from July 1,

2014 to January 4, 2015 and \$80.82 in overtime; and \$63.74 per hour in wages and supplements combined from January 5, 2015 to June 30, 2015 and \$81.98 in overtime.

Failure To Pay The Prevailing Rate of Wage or Supplements

13. I am informed by witnesses E1-E10 that they were employed as laborers on the Public Work Contract No. 10675 listed above during the period from on or about December 23, 2012 to February 14, 2015, and that while working for VICKRAM d/b/a Vick Construction, they were supervised by VICKRAM and paid by VICKRAM with paychecks signed by VICKRAM in that said signature matches VICKRAM's signature on his December 31, 2013 debarment Stipulation of Settlement with the NYC Comptroller, and that while working for AVM Construction, they were supervised by VICKRAM and paid by VICKRAM with paychecks signed by Ravi Mangru or Gayatri Mangru. I am informed by witnesses E1-E10 as to the nature of the work they performed on the DSF projects, and based upon my review of records in the possession of the NYC Comptroller, the majority of the work performed by witnesses E1-E10 was within the trade classification of mason tender. Witnesses E1-E10 worked in at least one of the locations stated above in the County of Bronx under Contract No. 10675 as follows:

- a. **(i) E-1:** Performed work for VICKRAM d/b/a Vick Construction from on or about March 17, 2013 to on or about April 5, 2014.

I am informed by E-1 that he worked between 16 and 56 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-1 and by paychecks issued to and deposited by E-1, that VICKRAM paid him a daily rate of approximately \$140.00 to approximately \$160.00 per day which equates to approximately \$17.50 per hour to approximately \$20.00 per hour and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$8,358.04**.

(ii) In addition, E-1 performed work for VICKRAM as the day to day manager of AVM Construction from on or about April 5, 2014 to on or about February 14, 2015.

I am informed by E-1 that he worked between 32 and 70 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-1 and by paychecks issued to and deposited by E-1, that VICKRAM paid him a daily rate of approximately \$150.00 to approximately \$178.00 per day which equates to approximately \$18.75 per hour to approximately \$22.25 per hour and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$67,120.82**.

- b. **(i) E-2:** Performed work for VICKRAM as the day to day manager of AVM Construction from on or about May 31, 2014 to on or about September 6, 2014.

I am informed by E-2 that he worked between 24 and 81 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-2 and by paychecks issued to and deposited by E-2, that VICKRAM paid him a daily

rate of approximately \$140.00 to approximately \$150.00 per day which equates to approximately \$17.50 per hour to approximately \$18.75 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$30,382.69**.

- c. (i) **E-3**: Performed work for VICKRAM d/b/a Vick Construction from on or about March 10, 2013 to on or about February 22, 2014.

I am informed by E-3 that he worked between 16 and 48 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-3 and by paychecks issued to and deposited by E-3, that VICKRAM paid him a daily rate of approximately \$130.00 to approximately \$155.00 per day which equates to approximately \$16.25 per hour to approximately \$19.38 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$42,858.12**.

(ii) In addition, E-3 performed work for VICKRAM as the day to day manager of AVM Construction from on or about July 27, 2014 to on or about February 7, 2015.

I am informed by E-3 that he worked between 24 and 48 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-3 and by paychecks issued to and deposited by E-3, that VICKRAM paid him a daily rate of approximately \$150.00 to approximately \$155.00 per day which equates to \$18.75 per hour to approximately \$19.38 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$23,528.72**.

- d. (i) **E-4**: Performed work for VICKRAM d/b/a Vick Construction from on or about December 23, 2012 to on or about August 17, 2013.

I am informed by E-4 that he worked between 16 and 56 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-4 and by paychecks issued to and deposited by E-4, that VICKRAM paid him a daily rate of approximately \$125.00 to approximately \$146.00 per day which equates to approximately \$15.63 per hour to approximately \$18.25 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$29,099.43**.

(ii) In addition, E-4 performed work for VICKRAM as the day to day manager of AVM Construction from on or about July 13, 2014 to on or about February 14, 2015.

I am informed by E-4 that he worked between 19 and 77 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-4 and by paychecks issued to and deposited by E-4, that VICKRAM paid him a daily rate of approximately \$160.00 to approximately \$175.00 per day which equates to approximately \$20.00 per hour to approximately \$21.88 per hour, and based on the

Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$51,030.48**.

- e. (i) **E-5**: Performed work for VICKRAM as the day to day manager of AVM Construction from on or about August 10, 2014 to on or about February 14, 2015.

I am informed by E-5 that he worked between 24 and 77 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-5 and by paychecks issued to and deposited by E-5, that VICKRAM paid him a daily rate of approximately \$126.00 to approximately \$140.00 per day which equates to approximately \$15.75 per hour to approximately \$17.50 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$48,797.00**.

- f. (i) **E-6**: Performed work for VICKRAM d/b/a Vick Construction from on or about January 27, 2013 to on or about April 12, 2014.

I am informed by E-6 that he worked between 24 and 70 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-6 and by paychecks issued to and deposited by E-6, that VICKRAM paid him a daily rate of approximately \$120.00 to approximately \$141.00 per day which equates to approximately \$15.00 per hour to approximately \$17.63 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$105,078.50**.

(ii) In addition, E-6 performed work for VICKRAM as the day to day manager of AVM Construction from on or about April 13, 2014 to on or about October 25, 2014.

I am informed by E-6 that he worked between 24 and 63 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-6 and by paychecks issued to and deposited by E-6, that VICKRAM paid him a daily rate of approximately \$132.00 to approximately \$143.00 per day which equates to approximately \$16.50 per hour to approximately \$17.88 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$47,624.68**.

- g. (i) **E-7**: Performed work for VICKRAM d/b/a Vick Construction from on or about December 23, 2012 to on or about April 12, 2014.

I am informed by E-7 that he worked between 28 and 84 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-7 and by paychecks issued to and deposited by E-7, that VICKRAM paid him a daily rate of approximately \$124.00 to approximately \$180.00 per day which equates to approximately \$15.50 per hour to approximately \$22.50 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$111,707.14**.

(ii) In addition, E-7 performed work for VICKRAM as the day to day manager of AVM Construction from on or about April 13, 2014 to on or about February 14, 2015.

I am informed by E-7 that he worked between 8 and 77 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-7 and by paychecks issued to and deposited by E-7, that VICKRAM paid him a daily rate of approximately \$175.00 to approximately \$210.00 per day which equates to approximately \$21.88 per hour to approximately \$26.25 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$46,202.08**.

- h. (i) **E-8**: performed work for VICKRAM as the day to day manager of AVM Construction from on or about August 3, 2014 to on or about September 20, 2014.

I am informed by E-8 that he worked between 12 and 113 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-8 and by paychecks issued to and deposited by E-8, that VICKRAM paid him a daily rate of approximately \$140.00 per day which equates to approximately \$17.50 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$21,982.04**.

- i. (i) **E-9**: performed work for VICKRAM as the day to day manager of AVM Construction from on or about June 15, 2014 to on or about February 14, 2015.

I am informed by E-9 that he worked between 8 and 63 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-9 and by paychecks issued to and deposited by E-9, that VICKRAM paid him a daily rate of approximately \$135.00 to approximately \$143.00 per day which equates to approximately \$16.88 per hour to approximately \$17.88 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$42,781.07**.

- j. (i) **E-10**: Performed work for VICKRAM d/b/a Vick Construction from on or about December 30, 2012 to on or about April 20, 2013.

I am informed by E-10 that he worked between 8 and 40 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-10 and by paychecks issued to and deposited by E-10, that VICKRAM paid him a daily rate of approximately \$120.00 to approximately \$125.00 per day which equates to approximately \$15.00 per hour to approximately \$15.63 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$4,582.56**.

(ii) In addition, E-10 performed work for VICKRAM as the day to day manager of AVM Construction from on or about January 11, 2015 to on or about February 14, 2015.

I am informed by E-10 that he worked between 32 and 48 hours per week and that he received no benefits or supplemental payments during said time period. I am also informed by E-10 and by paychecks issued to and deposited by E-10, that VICKRAM paid him a daily rate of approximately \$140.00 per day which equates to approximately \$17.50 per hour, and based on the Calculation, this represents a rate far lower than the legally mandated prevailing wage and supplements as set forth in paragraph 12, equaling a total underpayment of **\$9,907.64**.

- k. Based on the foregoing, VICKRAM failed to pay E-1 through E-10 the following amounts of prevailing wages and supplements under Contract No. 10675: VICKRAM d/b/a Vick Construction failed to pay prevailing wages and supplements in the amount of **\$301,683.79** and VICKRAM, as the day to day manager of AVM Construction failed to pay prevailing wages and supplements in the amount of **\$389,357.22**. Based on the foregoing, VICKRAM failed to pay prevailing wages and supplements for a combined underpayment of **\$691,041.01**.

Falsifying Business Records in the First Degree

14. I have reviewed CPRs that VICKRAM submitted to the DSF. CPRs are submitted to the DSF by VICKRAM as part of a request for contract payments pursuant to his contract(s) with GEO.
15. Labor Law Section 220 requires that all CPRs have an officer or representative of a contractor or subcontractor signature, and that a sworn statement be included in the CPRs, attesting to the accuracy of the information provided. The following language appears above the signature line on the CPRs:

I, _____, certify that the information contained in this form represents wages and supplemental benefits paid to all persons employed by the above-named firm for work performed on the project named herein during the period(s) indicated above, and that all information provided on this Certified Payrolls and contained in this Summary Report is truthful, complete and accurate.

16. In addition, the CPRs are accompanied by a Certificate of Subcontractor to the NYC Comptroller or Financial Officer of The City of New York that must be sworn and notarized by the subcontractor's president. The Certificate states the following:

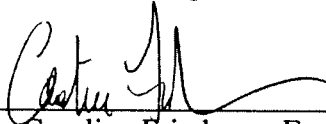
Under the provisions of Section 220-a of the Labor Law of the State of New York, and the terms and conditions of Contract _____ with _____ of The City of New York, and _____ as contractor, the undersigned SUBCONTRACTOR hereby certifies to the Comptroller and the Director of Finance of The City of New York that the following is a true and correct statement of the amounts now due from the said SUBCONTRACTOR to laborers for daily or

weekly wages on account of labor performed upon the work under the aforementioned contract, and the material and/or supplies delivered for use on the work, and for which payment is due, to wit: . . .

17. The CPRs require a signature above the line labeled "officer's signature." The CPRs listed below show VICKRAM's signature on that line.
18. The CPRs prepared by VICKRAM d/b/a Vick Construction, submitted to GEO and filed with DOE / DSF for Contract No. 10675 allege that all employees worked a certain number of hours and were paid the legally mandated prevailing wage as follows:
 - a. **Count 1** (*J.H.S. 149*) The CPR signed by VICKRAM on January 9, 2013 for work performed by employees of VICKRAM d/b/a Vick Construction for the time period covering December 23, 2012 through December 29, 2012 stated that E-4 worked for 6 hours at a rate of \$58.64 per hour and that E-7 worked for 11 hours at a rate of \$58.64 per hour. However, a review of the above described paychecks as well as employee interviews indicate that E-4 actually worked 24 hours at a rate of \$15.63 per hour and that E-7 actually worked for 40 hours at a rate of \$15.63 per hour.
 - b. **Count 2** (*P.S. 92*) The CPR signed by VICKRAM on February 25, 2013 for work performed by employees of VICKRAM d/b/a Vick Construction for the time period covering February 10, 2013 through February 16, 2013 stated that E-7 worked for 10.5 hours at a rate of \$59.64 per hour. However, a review of the above described paychecks as well as employee interviews indicate that E-7 actually worked 40 hours at a rate of \$15.50 per hour.
 - c. **Count 3** (*P.S. 103*) The CPR signed by VICKRAM on March 14, 2013 for work performed by employees of VICKRAM d/b/a Vick Construction for the time period covering March 3, 2013 through March 9, 2013 stated that E-4 worked for 6.5 hours at a rate of \$59.64 per hour and that E-6 worked for 7 hours at a rate of \$61.12 per hour. However, a review of the above described paychecks as well as employee interviews indicate that E-4 actually worked 24 hours at a rate of \$16.25 per hour and that E-6 actually worked 48 hours at a rate of \$15.00 per hour.
 - d. **Count 4** (*I.S. 183*) The CPR signed by VICKRAM on April 9, 2013 for work performed by employees of VICKRAM d/b/a Vick Construction for the time period covering March 10, 2013 through March 16, 2013 stated that E-4 worked for 6.5 hours at a rate of \$59.64 per hour and that E-6 worked for 10 hours at a rate of \$61.12 per hour. However, a review of the above described paychecks as well as employee interviews indicate that E-4 actually worked 24 hours at a rate of \$16.25 per hour and that E-6 actually worked 40 hours at a rate of \$15.00 per hour.
 - e. **Count 5** (*I.S. 52*) The CPR signed by VICKRAM on April 11, 2013 for work performed by employees of VICKRAM d/b/a Vick Construction for the time period covering March 24, 2013 through March 30, 2013 stated that E-3 worked for 11

hours at a rate of \$59.62 per hour. However, a review of the above described paychecks as well as employee interviews indicate that E-3 actually worked 40 hours at a rate of \$16.25 per hour.

False statements made herein are punishable as a class A misdemeanor pursuant to § 210.45 of the Penal Law.



Caroline Friedman, Esq.

Dated: April 21, 2017
New York, New York