



5. The Agreement requires the defendant to comply with all applicable state or federal legal requirements, including, but not limited to, §§ 31-53 and 31-57f, in the “use, nonuse, construction, maintenance, operation or occupation” of the service plazas.

6. The Agreement provides in relevant part that the defendant is responsible for compliance of applicable Legal Requirements, including “compliance with all applicable laws regarding wages, standard wages and hours of work,” and that it is intended that the defendant “bear the sole risk of all present or future Legal Requirements affecting the Facilities and the Permitted use.”

7. The Agreement requires the defendant to “bear the sole risk of all present or future Legal Requirements affecting the Facilities and the Permitted Use . . . .”

8. The Agreement permits the defendant to subcontract permitted use services only to “Subcontractors who are fully experienced to perform the Services required by [the Agreement] and properly qualified, licensed, certified, equipped and insured to perform the Services,” and the defendant subcontracted food and beverage services to various entities.

9. The subcontracts between the defendant and the various food and beverage subcontractors prohibit the subcontractors to change the permitted use without prior written consent of the defendant.

10. The Agreement provides in relevant part that the defendant “shall be responsible for the failure of any Subcontractor to comply with, conform to, and obey any and all applicable Legal Requirements.”

11. On October 6, 2009, the defendant, by and through its principal, Paul Landino, confirmed in e-mail correspondence with the CTDOT that standard wage rates were applicable to food industry employees employed at the various service plaza locations.

12. In or about August 2019, the plaintiff received a referral of non-payment of standard wages against Anil Kalaria d/b/a Taco Bell, located at the State of Connecticut's service plaza in Darien, Connecticut.

13. The plaintiff began an investigation pursuant to Conn. Gen. Stat. § 31-59, and during the investigation received statements of claims for wages from multiple food service employees who were employed by various subcontractors with whom defendant subcontracted to provide food preparation and service at the State's twenty-three (23) service plazas.

14. The plaintiff established that the following subcontractors of defendant owed back standard wage rate adjustments for the period of August 29, 2017, through September 20, 2019, in the following sums:

Taco Bell (VMK, Inc.)	Wages: \$32,869.54
Taco Bell (CKA Management, LLC)	Wages: \$55,083.19
SUBWAY Plainfield NB	Wages: \$29,176.74
Chipotle (NB I95, Darien)	Wages: \$137,398.90
SUBWAY Plainfield SB	Wages: \$10,586.82
SUBWAY Madison NB	Wages: \$30,940.26
SUBWAY ROUTE 15 Fairfield	Wages: \$26,784.39
SUBWAY Branford SB	Wages: \$38,848.90
SUBWAY NOT Rt 15-NH No.	Wages: \$44,505.76

SUBWAY Rt 15 Orange SB	Wages: \$40,443.69
SUBWAY Madison SB	Wages: \$43,907.49
SUBWAY Rt 15 No. Haven S	Wages: \$50,263.64
SUBWAY Rt 15 Orange - No	Wages: \$40,143.09
SUBWAY Milford NB	Wages: \$52,119.37
SUBWAY Branford NB	Wages: \$36,488.80
SUBWAY Milford SB	Wages: \$48,652.87
SUBWAY Darien NB	Wages: \$70,841.87
SUBWAY Darien SB	Wages: \$43,598.31
SUBWAY Fairfield NB	Wages: \$31,995.74
SUBWAY Fairfield SB	Wages: \$36,654.40
KPV CT Turnpike-Dunkin Donuts	Wages: \$ 1,841,122.89

**TOTAL Wages: \$ 2,742,426.66**

15. On October 21, 2019, the plaintiff notified the defendant's Chief Executive Officer ("CEO"), Michael Jones, that it was investigating the applicability of Conn. Gen. Stat. § 31-57f at the service plazas operated and maintained by the defendant.

16. In correspondence dated May 11, 2020, the plaintiff provided notice to the defendant's CEO that standard wages, pursuant to Conn. Gen. Stat. § 31-57f, applied to the employees performing food preparation and service at the service plazas, and provided a wage transcription billing that itemized the additional wages due to each employee employed by JC2, LLC d/b/a Taco Bell.

17. The plaintiff informed defendant's CEO in its May 11, 2020, correspondence that additional billings for other subcontractors would be forthcoming, and subsequently provided the additional wage billings to the defendant.

18. Despite demand that the foregoing wages were determined due, the defendant, has neglected, refused, or failed to pay the wages determined due to nonsupervisory employees who were performing food preparation and service at the twenty-three (23) service plazas owned by the State of Connecticut.

19. By authority of Conn. Gen. Stat. §31-57f (d), the plaintiff seeks to collect wages in the amount of \$2,687,343.47 for the period of August 29, 2017, through September 20, 2019.

20. By authority of Conn. Gen. Stat. §31-72, the plaintiff seeks to collect double damages  $\$2,687,343.47 \times 2 = \$5,374,686.94$ , together with a reasonable attorney's fees, costs, and interest from the date the unpaid wages should have been received.

## **COUNT TWO: CIVIL PENALTIES**

1 – 17. The allegations contained in paragraphs one through seventeen of Count One are hereby incorporated by reference and made corresponding paragraphs of Count Two.

18. In accordance with her authority under Conn. Gen. Stat. §§ 31-57f (c), 31-69a the plaintiff assessed civil penalties ("CPs") for violations related to the non-payment of standard wages, the failure to pay all wages owed, and overtime due to employees performing food preparation and service at the twenty-three (23) service plazas.

19. The plaintiff assessed civil penalties against the defendant's subcontractors for the period of August 29, 2017, through September 20, 2019, in the following sums:

Taco Bell (VMK, Inc.)	CPs: \$9,100.00
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Taco Bell (CKA Management, LLC)	CPs: \$11,800.00
SUBWAY Plainfield NB	CPs: \$23,500.00
Chipotle (NB I95, Darien)	CPs: \$37,300.00
SUBWAY Plainfield SB	CPs: \$11,800.00
SUBWAY Madison NB	CPs: \$18,100.00
SUBWAY ROUTE 15 Fairfield	CPs: \$12,100.00
SUBWAY Branford SB	CPs: \$11,500.00
SUBWAY NOT Rt 15-NH No.	CPs: \$30,100.00
SUBWAY Rt 15 Orange SB	CPs: \$16,900.00
SUBWAY Madison SB	CPs: \$22,900.00
SUBWAY Rt 15 No. Haven S	CPs: \$28,300.00
SUBWAY Rt 15 Orange - No	CPs: \$17,200.00
SUBWAY Milford NB	CPs: \$22,300.00
SUBWAY Branford NB	CPs: \$6,400.00
SUBWAY Milford SB	CPs: \$22,600.00
SUBWAY Darien NB	CPs: \$25,600.00
SUBWAY Darien SB	CPs: \$21,400.00
SUBWAY Fairfield NB	CPs: \$18,700.00
SUBWAY Fairfield SB	CPs: \$19,000.00
KPV CT Turnpike-Dunkin Donuts	CPs: \$347,800.00

**TOTAL Civil Penalties: \$ 731,700.00**

20. The plaintiff sent billing packets regarding unpaid wages and civil penalties to each subcontractor and provided copies of the aforementioned documents to the defendant seeking payment of the civil penalties.

21. Defendant Project Service has failed, neglected and/or refused to pay the civil penalties and the civil penalties remain due and outstanding.

WHEREFORE, the plaintiff claims as against the defendant, Project Service, LLC:

- a. Money damages of more than \$2,500.00;
- b. Civil Penalties in the amount of \$731,700.00 pursuant to C.G.S. §§ 31-57f (c), 31-69a;
- c. Attorney's fees, costs, and interest;
- d. Any further equitable relief the Court deems just and proper.

Notice is hereby given to the defendant that the plaintiff intends to seek satisfaction of any judgment rendered in her favor in this action from any debt accruing to the said defendant by reason of its personal services.

The sovereign State of Connecticut is not responsible for costs.

Hereof fail not, but of this Writ with your doings thereon endorsed make due return according to law.

Dated at Hartford, Connecticut this 2nd day of March 2023.

PLAINTIFF

WILLIAM TONG  
ATTORNEY GENERAL

Matthew Larock  
Deputy Associate Attorney General & Chief

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