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**SUPERIOR COURT OF NEW JERSEY
HUDSON COUNTY**

Building and General Construction Laborers
Local 3 and Laborers' Eastern Region
Organizing Fund,

Plaintiffs,

v.

A. J. D. Construction Co., Inc., and Concrete
Rising, LLC,

Defendants.

LAW DIVISION

Civ. Action No.: _____

COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Building and General Construction Laborers Local 3 ("Local 3") and Laborers' Eastern Region Organizing Fund ("LEROF") (together, "Plaintiffs"), by their undersigned attorneys, as and for their Complaint, allege as follows:

INTRODUCTION

1. For years, real estate developers have been constructing luxury high-rise apartment buildings across Jersey City, using a dizzying array of contractors and subcontractors to do so. Too often, however, the contractors and subcontractors hired to do this work steal from the hardworking laborers who build the buildings. This case concerns precisely this type of wage theft, in which hundreds of workers worked for months without payment.

2. In the summer and fall of 2024, these laborers performed multiple phases of the concrete work as part of the construction of the luxury high-rise apartment buildings at One Journal

Square and 35 Cottage Street in Jersey City, New Jersey, which were developed by owners and developers Kushner Companies (“Kushner”) and Namdar Group (“Namdar”) (together, “the Developers”). Years later, the workers still await payment for months of their labor, while the Developers tout these skyscrapers as the future of Jersey City—and publicly sing the praises of their contractors.

3. Subsidiaries of the Developers hired A. J. D. Construction Co., Inc. (“AJD Construction”), a general contractor. AJD Construction contracted with Concrete Rising, LLC, (“Concrete Rising”), a concrete subcontractor. Concrete Rising, in turn, contracted with GP Concrete Construction LLC, (“GP Concrete”), a labor broker.

4. GP Concrete was the employer-of-record for about 240 workers on the job sites. GP Concrete stopped paying all wages in August 2024—but the work did not stop.

5. Shortly thereafter, the workers began demanding their legally owed wages. They complained to GP Concrete and filed administrative complaints with the New Jersey Department of Labor and Workforce Development (“NJDOLE”). But in 2026, GP Concrete declared bankruptcy, and NJDOLE recently entered into a settlement for only part of the wages owed.

6. While workers generally have limited avenues for recourse when their employer becomes insolvent, the New Jersey Legislature has enacted certain protections for construction workers in such situations. Under recent updates to the New Jersey Wage Collection Law, unions can bring suit to recover the unpaid wages, liquidated damages, and other available relief from contractors at any tier of a construction project, including on behalf of workers who are not members of the unions. Unions can also bring representative actions under the New Jersey Wage and Hour and Wage Payment Laws.

7. Local 3 and LEROF now bring this action to recover the workers' unpaid wages from AJD Construction and Concrete Rising under the New Jersey Wage Collection Law (N.J.S.A. § 34:11-57 *et seq.*) ("NJWCL"), New Jersey Wage Payment Law (N.J.S.A. § 34:11-4.1 *et seq.*) ("NJWPL"), and the New Jersey Wage and Hour Law (N.J.S.A. § 34:11-56a *et seq.*) ("NJWHL").

THE PARTIES

8. Building and General Construction Laborers Local 3 ("Local 3") is a labor union whose principal business address is 1121 Bristol Road, Mountainside, NJ 07092. Local 3's members include construction workers employed within the state of New Jersey.

9. Laborers' Eastern Region Organizing Fund ("LEROF") is a labor union whose principal place of business is 1 Tower Center Boulevard, 24th Floor, East Brunswick, NJ 08816. LEROF's members include construction workers employed within the state of New Jersey.

10. A. J. D. Construction Co., Inc. ("AJD Construction") is a New Jersey corporation, with its principal place of business located at 948 Highway 36, Leonardo, NJ 07737. AJD Construction is a general contractor responsible for procuring a workforce to perform labor on construction projects by entering into contracts with other local construction companies.

11. At all times relevant to this action, AJD Construction was a "client employer" within the meaning of the NJWCL, N.J.S.A. § 34:11-58.2.

12. At all times relevant to this action, AJD Construction was a "contractor" within the meaning of the NJWCL, N.J.S.A. § 34:11-67.1.

13. Concrete Rising, LLC ("Concrete Rising") is a limited liability company, formed in 2019 and registered in New Jersey. Its principal business address is 400 Claremont Avenue, Unit 3085, Jersey City, NJ 07304. Concrete Rising is a construction company specializing in concrete construction.

14. Concrete Rising contracts with other construction companies to provide construction workers to perform labor on construction project job sites.

15. At all times relevant to this action, Concrete Rising was a “labor contractor” and/or “client employer” within the meaning of the NJWCL, N.J.S.A. § 34:11-58.2.

16. At all times relevant to this action, Concrete Rising was a “subcontractor” of AJD Construction within the meaning of Section 67.1 of the NJWCL, N.J.S.A. § 34:11-67.1(g).

JURISDICTION AND VENUE

17. This Court has jurisdiction over this matter as the events giving rise to this action occurred within Hudson County, New Jersey.

18. Venue is proper in this Court, pursuant to N.J. Court R. 4:3-2(a)(3) and R. 6:1-3(a), as the causes of action arose within this county, and also because one defendant (Concrete Rising) resides in Hudson County.

FACTUAL BACKGROUND

I. Construction Projects and Violations at One Journal Square and 35 Cottage Street

19. Upon information and belief, in or around October 2022, One Journal Square Condominium Association, a subsidiary of Kushner Companies, contracted with AJD Construction to serve as the general contractor for One Journal Square, a two-million square foot mixed use building project (the “Journal Square Project”).

20. Upon information and belief, in or around early 2023, 35 Cottage LLC, a subsidiary of the Namdar Group, contracted with AJD Construction to serve as the general contractor for 35 Cottage Street, a twenty-seven story, mixed use building project (the “35 Cottage Project”).

21. As part of its duties as general contractor, AJD Construction was responsible for maintaining a relationship with the owners of One Journal Square and 35 Cottage (Kushner and

Namdar, respectively), managing each project site, and procuring a skilled workforce. AJD Construction contracted with Concrete Rising, a construction contractor, as part of its responsibilities in procuring a skilled workforce for projects at both the Journal Square Project and the 35 Cottage Project.

22. Concrete Rising subsequently contracted with GP Concrete Construction LLC (“GP Concrete”), to provide the necessary workforce to Concrete Rising, and thus indirectly to AJD Construction.

23. At all times relevant to this action, GP Concrete was an “employer” within the meaning of the NJWPL, NJWHL, and NJWCL.

24. At all times relevant to this action, GP Concrete was a “labor contractor” within the meaning of the NJWPL, NJWHL, and NJWCL.

25. At all times relevant to this action, GP Concrete was a “subcontractor” of Concrete Rising, and of AJD Construction, within the meaning of the NJWCL.

26. In or around January 2023, GP Concrete’s workforce began work on the Journal Square Project, and in or around January 2024 on the 35 Cottage Project. The workers carried out various stages of the construction process, including foundation preparation, pouring and finishing of concrete, and the construction and finishing of the superstructure.

27. Workers on the Journal Square and 35 Cottage Projects were promised pay at hourly rates ranging from \$18 to \$35, and overtime pay for hours worked over forty in a workweek.

28. Workers on the Journal Square and 35 Cottage Projects regularly worked more than 40 hours per week at the Journal Square and/or 35 Cottage Projects.

29. Both the Journal Square and 35 Cottage Projects continued through the summer of 2024, during which GP Concrete's employees continued to work long, intense hours to ensure construction on both projects would be finished on time.

30. On or around August 12, 2024, GP Concrete stopped paying its employees for their hours worked at the Journal Square and 35 Cottage Projects.

31. Representatives of GP Concrete told workers that it could not pay them because Concrete Rising was no longer making payments that Concrete Rising owed to GP Concrete.

32. Relying on their employer's assurances that they would be paid, GP Concrete's employees continued to work, putting in their regular hours and necessary overtime hours to ensure that the projects would be completed on schedule.

33. Workers continued working on the Journal Square and 35 Cottage Projects until October 2024. Still, GP Concrete failed to pay them.

34. In or around late September 2024, the contract between GP Concrete and Concrete Rising terminated. Workers stopped receiving assignments from GP Concrete to perform work on the Journal Square and 35 Cottage projects. Many were then hired by a new subcontractor that replaced GP Concrete.

35. GP Concrete was aware that failure to pay its employees the agreed-upon wage for hours worked, minimum wage, and overtime pay for hours worked over 40 in a workweek was a violation of law.

36. GP Concrete did not remedy these violations, which continued every time its workers were not paid for their hours worked, by paying its employees the wages owed within 30 days of the violations.

37. In all, more than 240 workers are owed hundreds of thousands of dollars in unpaid wages alone, representing tens of thousands of hours worked, plus twice this amount in liquidated damages as provided under the NJWHL and NJWPL.

II. Investigation and Settlement with the New Jersey Department of Labor

38. In or around September 2024, several aggrieved employees requested Plaintiffs' assistance in obtaining their unpaid wages.

39. Ultimately, at least seventy GP Concrete employees filed complaints with NJDOL, with Plaintiffs' assistance.

40. Based on these complaints, NJDOL opened an investigation into the alleged violations of New Jersey labor law on the Journal Square and 35 Cottage Projects.

41. NJDOL determined that GP Concrete had failed to pay at least 240 employees for work completed on these two Projects between August and October of 2024. NJDOL determined that the amount owed to the workers was at least \$716,000 in unpaid wages alone.

42. In or around November 2025, NJDOL began negotiations with GP Concrete and Concrete Rising, attempting to recover the unpaid wages and other damages owed to the workers.

43. On February 13, 2026, GP Concrete filed for bankruptcy in the United States Bankruptcy Court for the District of New Jersey. It included the workers who were owed wages as "nonpriority creditors" in its Chapter 7 filing. At or around this time, GP Concrete ceased participating in the NJDOL negotiations.

44. During negotiations, NJDOL determined that both GP Concrete and Concrete Rising had previously violated New Jersey's wage laws.

45. GP Concrete had a previous violation related to records and postings for sick leave.

46. Concrete Rising was, in fact, a repeat offender for the very same type of violations: failure of a subcontractor to pay employees wages owed. A previous violation had resulted in a settlement agreement between Concrete Rising and NJDOL in March 2024.

47. Despite the history of prior violations, in or around June 2026, the NJDOL reached a settlement with Concrete Rising for \$250,000 in unpaid wages, roughly one-third of the NJDOL's own estimate of wages owed. The settlement agreement requires Concrete Rising to make payments to NJDOL on a nine-month schedule commencing on September 15, 2026.

48. The Settlement Agreement (a redacted version of which was obtained through a public records request) does not impair any worker's right to pursue a claim for wages.

49. As of this filing, workers have not yet received any payment for their unpaid wages.

REPRESENTATIVE ACTION ALLEGATIONS

50. Plaintiffs bring this representative action under the NJWCL, N.J.S.A. § 34:11-67.1, which permits Plaintiffs as unions, on behalf of member and non-member workers on the Journal Square and 35 Cottage Projects, to bring an action "against a contractor or subcontractor at any tier" for all wages owed under NJWCL, NJWHL, NJWPL, any other state law, or under the contract for the job at issue, to the member and non-member workers.

51. Plaintiffs seek recovery for the affected workers they represent and all other similarly situated workers for the remaining wages they are due and owed, liquidated damages, and all other relief to which they are entitled under the law.

52. Plaintiffs represent current members of their labor unions who were among the workers employed by GP Concrete, as subcontracted by Concrete Rising and AJD Construction on the Journal Square and 35 Cottage Projects, from August 2024 through October 2024.

53. At all times relevant to this action, such members were “employees” within the meaning of the NJWPL and NJWHL.

54. At all times relevant to this action, such members were “workers” within the meaning of the NJWCL, N.J.S.A. § 34:11-67.1.

55. For purposes of this action, Plaintiffs also represent workers who are not members of their labor unions, who were among the workers employed by GP Concrete, as subcontracted by Concrete Rising and AJD Construction on the Journal Square and 35 Cottage Projects, at all times relevant to this action, and who have consented in writing to being represented by Plaintiffs for the purposes of this action.

56. At all times relevant to this action, such consenting non-members were “employees” within the meaning of the NJWPL and the NJWHL.

57. At all times relevant to this action, such consenting non-members were “workers” within the meaning of the NJWCL, N.J.S.A. § 34:11-67.1.

58. Together, all workers on the Journal Square and 35 Cottage Projects who are members of their unions and all consenting non-members are the “Consenting Workers.”

59. Plaintiffs informed Defendants of their intent to pursue civil action more than 30 days prior to the filing this Complaint by sending notice via first class mail to AJD Construction and Concrete Rising, as well as to GP Concrete, as required under N.J.S.A. § 34:11-67.1(b)(2).

60. Plaintiffs are the designated agents or representatives of many of the workers as of this filing, and bring this action on their behalf and on behalf of all other employees similarly situated to the workers, pursuant to the NJWPL, N.J.S.A. § 34:11-4.10(c), and NJWHL, N.J.S.A. § 34:11-56a25. “Similarly situated employees” includes all construction laborers in all job titles

who worked for GP Concrete at the Journal Square and 35 Cottage Projects from August 2024 through October 2024.

FIRST CAUSE OF ACTION

N.J.S.A. § 34:11-67.1

(Contractors responsible for debts incurred by subcontractors at any tier)

Against AJD Construction and Concrete Rising

61. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.

62. By failing to pay its employees *any* wages from August 2024 through October 2024, including the mandated minimum wage and the mandated overtime rate for all hours worked above 40 per week, GP Concrete failed to ensure that its employees were paid the lawful wages to which they were entitled to under the NJWPL and NJWHL, making GP Concrete liable for all unpaid wages, twice the amount in liquidated damages, and interest—all of which constitute “debt” owed to the workers under the NJWCL, N.J.S.A. § 34:11-67.1(a)(1)–(2).

63. AJD Construction and Concrete Rising are both responsible for the debts GP Concrete owes its workers, as GP Concrete served as their subcontractor, under the NJWCL.

64. Plaintiffs are therefore entitled to recover from AJD Construction and Concrete Rising the Consenting Workers’ unpaid wages, plus an additional 200 percent as liquidated damages, plus interest.

65. Plaintiffs also seek, and are entitled to, attorneys’ fees and costs.

66. Pursuant to N.J.S.A. § 34:11-67.1(b)(2), Plaintiffs, through their attorneys, have served notice of this action on the NJDOL.

SECOND CAUSE OF ACTION

N.J.S.A. §§ 34:11-4.10, 56a25, and 58.2

(Joint and Several Liability for Unpaid Promised Wages, Overtime Wages, & Minimum Wage)

Against AJD Construction and Concrete Rising

67. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.

68. By failing to pay its employees *any* wages from August 2024 through October 2024, including the mandated minimum wage and the mandated overtime rate for all hours worked above 40 per week, GP Concrete failed to ensure that its employees were paid the lawful wages to which they were entitled to under the NJWPL and NJWHL.

69. AJD Construction and Concrete Rising are jointly and severally liable for the failure of GP Concrete to pay its direct employees the wages to which the employees were entitled under the NJWHL and NJWPL, pursuant to N.J.S.A. § 34:11-58.2.

70. Plaintiffs, as the agent or representative of the Consenting Workers, are therefore entitled to recover from AJD Construction and Concrete Rising the unpaid wages, plus an additional 200 percent as liquidated damages, plus interest, on behalf of the Consenting Workers, and on behalf of all other similarly situated employees, under the NJWPL and NJWHL.

71. Plaintiffs also seek, and are entitled to, attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and as the representatives or agents of the Consenting Workers and all similarly situated employees, request that this Court:

- (a) assume jurisdiction over this action;
- (b) enter an order declaring that Defendants AJD Construction and Concrete Rising are responsible for the debts owed to all employees of GP Concrete, as their subcontractor, within the meaning of N.J.S.A. § 34:11-67.1, and jointly and severally liable for GP Concrete's violations of State wage and hour laws within the meaning of N.J.S.A. § 34:11-58.2;
- (c) award all unpaid wages and liquidated damages as provided by the NJWHL and NJWPL for the Consenting Workers and all similarly situated employees;

- (d) award reasonable attorneys' fees and costs as provided by law; and
- (e) grant any further relief, in law or in equity, as this Court may deem appropriate and just.

Dated: August 11, 2026
New York, NY

KATZ BANKS KUMIN LLP

/s/ Hugh Baran
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**LABORERS' EASTERN REGION
ORGANIZING FUND (LEROF)**

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REQUIRED CERTIFICATIONS PURSUANT TO N.J. RULES OF COURT

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues subject to trial by jury.

KATZ BANKS KUMIN LLP
Attorneys for Plaintiffs

By: /s/ Hugh Baran
Hugh Baran

Dated: August 11, 2026

DESIGNATION OF TRIAL COUNSEL

Plaintiffs hereby designate Hugh Baran as their trial counsel.

KATZ BANKS KUMIN LLP
Attorneys for Plaintiffs

By: /s/ Hugh Baran
Hugh Baran

Dated: August 11, 2026

RULE 1:38-7 CERTIFICATION

I hereby certify that all confidential personal identifiers have been redacted or not utilized in this pleading and that all subsequent papers submitted to the Court will not contain confidential personal identifiers.

KATZ BANKS KUMIN LLP
Attorneys for Plaintiffs

By: /s/ Hugh Baran
Hugh Baran

Dated: August 11, 2026

RULE 4:5-1 CERTIFICATION

I hereby certify that to the best of my knowledge, this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated at this time. I further certify that to the best of my knowledge, there are no non-parties who should be joined in this action at this time.

KATZ BANKS KUMIN LLP
Attorneys for Plaintiffs

By: /s/ Hugh Baran
Hugh Baran

Dated: August 11, 2026