

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

EDGAR PEREA, JUAN CHACH, FELIPE TOJ CHACH, )  
RAYMUNDO HERNANDEZ, DAVID SANCHEZ, )  
RAYMUNDO AGUILERA ZAMUDIO, SERGIO ANGEL, )  
FERNANDO AVILA, GABINO CHACH, MIGUEL CHACH, )  
FEDERICO CIPRIAN, FRANCISCO GONZALEZ, GUSTAVO )  
HERNANDEZ, FRANCISCO JULIAN, FRANCISCO MARTIN, )  
DIONICIO NUÑEZ, SIDRONIO REBOLLEDO SALAS, )  
ALEJANDRO RIOS CARDONA, BENIGNO )  
RIOS CARDONA, HUGO RIOS, JOAQUIN RIOS RECENDIZ, )  
URIEL RIOS CARDONA, FABIAN RIVERA PARRA, and )  
ORLANDO VALENCIA VIVEROS )

*Plaintiffs,*

v.

INDUSTRIAL PALLET, LLC, RANDY THERRIEN, )  
JOSEPH O’BRIEN, and CODY DOE, )

*Defendants.*

**No. 3:21-cv-00533**

**April 19, 2021**

**COMPLAINT**

The owners and management of Industrial Pallet, LLC, in Eastford, CT, have engaged in a consistent pattern of abuse against their Latino workers, systematically withholding overtime pay and subjecting the workers to racially discriminatory working conditions and harassment. These actions have violated state and federal overtime laws as well as the workers’ civil rights in the workplace.

Defendants Industrial Pallet, LLC, Joseph O’Brien, and Randy Therrien have employed Plaintiffs, twenty-four pallet workers at Defendants’ Eastford, Connecticut location. Defendant Cody Doe is a supervisor employed by Industrial Pallet, LLC who has overseen Plaintiffs’ work.

Seeking to evade their obligation to pay overtime as required by law, Defendants regularly instructed Plaintiffs to punch out at noon and then assigned them additional work to perform after punching out. Because they failed to properly track and record the actual hours Plaintiffs worked, Defendants were able to deny them the overtime pay that they had earned.

This was not an isolated practice, but instead was part of a broader pattern of racial discrimination. Defendants created a hostile working environment, in which supervisors frequently berated and belittled Latino pallet workers with racist and xenophobic slurs, while also denying them access to the amenities and services that white workers at the company received, such as bathrooms or sinks to wash their hands during the height of the COVID-19 pandemic. Defendants forced Plaintiffs to eat outside during all weather, while allowing their mostly white workers to eat inside.

Defendants have deprived Plaintiffs of tens of thousands of dollars in overtime wages in the past three years and have violated their fundamental civil rights. Plaintiffs now initiate this action to recover unpaid overtime monies, along with liquidated damages in an equal amount under federal and state law, as well as compensatory and punitive damages and equitable relief to compensate Plaintiffs for the discrimination to which Defendants subjected them and to bring Defendants' abusive practices to an end.

### **JURISDICTION AND VENUE**

1. This court has jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b) and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

2. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2), as all events giving rise to the claim occurred within this district.

**PARTIES**

3. Defendant Industrial Pallet, LLC (“Industrial Pallet”), is a limited liability company organized and existing under the laws of the state of Connecticut. Its principal place of business is 27 Chaplin Road, Eastford, Connecticut.

4. Defendant Joseph O’Brien, Jr. is the owner and managing member of Defendant Industrial Pallet. As such, he regularly transacts business within the State of Connecticut. He joined the company in early 1998. On information and belief, he resides in Massachusetts.

5. Defendant Randy Therrien is one of the founders of Industrial Pallet, continues to operate the company, and serves as the company’s corporate agent. On information and belief, he resides in Connecticut.

6. Defendant Cody Doe is a supervisor at Industrial Pallet. As such, he regularly transacts business within the State of Connecticut. His last name and place of residence are presently unknown to Plaintiffs.

7. Plaintiff Edgar Perea is employed at Industrial Pallet and resides in Connecticut.

8. Plaintiff Juan Chach is employed at Industrial Pallet and resides in Connecticut.

9. Plaintiff Felipe Toj Chach is employed at Industrial Pallet and resides in Connecticut.

10. Plaintiff Raymundo Hernandez is employed at Industrial Pallet and resides in Connecticut.

11. Plaintiff David Sanchez is employed at Industrial Pallet and resides in Connecticut.

12. Plaintiff Raymundo Aguilera Zamudio is employed at Industrial Pallet and resides in Connecticut.

13. Plaintiff Sergio Angel is employed at Industrial Pallet and resides in Connecticut.
14. Plaintiff Fernando Avila is employed at Industrial Pallet and resides in Connecticut.
15. Plaintiff Gabino Chach is employed at Industrial Pallet and resides in Connecticut.
16. Plaintiff Miguel Chach is employed at Industrial Pallet and resides in Connecticut.
17. Plaintiff Federico Ciprian is employed at Industrial Pallet and resides in Connecticut.
18. Plaintiff Francisco Gonzalez is at Industrial Pallet and resides in Connecticut.
19. Plaintiff Gustavo Hernandez is employed at Industrial Pallet and resides in Connecticut.
20. Plaintiff Francisco Julian is employed at Industrial Pallet and resides in Connecticut.
21. Plaintiff Francisco Martin is employed at Industrial Pallet and resides in Connecticut.
22. Plaintiff Dionicio Nuñez is employed at Industrial Pallet and resides in Connecticut.
23. Plaintiff Sidronio Rebolledo Salas is employed at Industrial Pallet and resides in Connecticut.
24. Plaintiff Alejandro Ríos Cardona is employed at Industrial Pallet and resides in Connecticut.
25. Plaintiff Benigno Ríos Cardona is employed at Industrial Pallet and resides in Connecticut.

26. Plaintiff Hugo Ríos is employed at Industrial Pallet and resides in Connecticut.

27. Plaintiff Joaquin Ríos Recendiz is employed at Industrial Pallet and resides in Connecticut.

28. Plaintiff Uriel Ríos Cardona is employed at Industrial Pallet and resides in Connecticut.

29. Plaintiff Fabian Rivera Parra is employed at Industrial Pallet and resides in Connecticut.

30. Plaintiff Orlando Valencia Viveros was employed at Industrial Pallet and resides in Connecticut.

#### **STATEMENT OF FACTS**

31. Defendant Industrial Pallet was founded in 1991. It is a large recycler of wood pallets located in Eastford, Connecticut. It has approximately 65 employees and processes more than 2 million pallets annually, serving more than 180 customers throughout southern and central New England and eastern New York State. Pallets are a form of packaging used to stack, store, protect, and transport goods and materials in supply chains.

32. At all times relevant hereto, Industrial Pallet had an annual gross volume of sales or business done not less than \$500,000 (except for excise taxes at the retail level that are separately stated).

33. Defendants Therrien and O'Brien run Industrial Pallet jointly. Together, they possess and exercise the ultimate authority to hire, fire, and determine amount of pay, roles, and responsibilities for employees, including the Plaintiffs. They directed the work of Plaintiffs during the time period relevant to this lawsuit.

34. Defendants Therrien and O'Brien hired each of the Plaintiffs between approximately May 2001 and approximately July 29, 2020.

35. Defendant Doe is a supervisor at Industrial Pallet. During the relevant period, Defendant Doe was also responsible for firing, laying off, and directing the work of workers employed in pallet production, including the Plaintiffs.

36. Defendants generally assign Plaintiffs to process pallets as they come in to the facility. Plaintiffs' work processing pallets falls broadly into three categories: operating a pallet-sorting machine, repairing and refurbishing old pallets, and assembling new pallets.

37. Often, Plaintiffs were required to stack these pallets twice as high as the legal limit, putting their health and safety at risk.

38. Some Plaintiffs have been required to occasionally drive a forklift or perform other non-production tasks, tasks for which they are paid hourly wages.

39. During the relevant period, Defendants paid most Plaintiffs for their work on pallets according to a piece rate compensation arrangement. Defendants paid these Plaintiffs differing piece rate wages depending on the kind of pallets Plaintiffs processed and the work they performed. Workers paid through this piece rate arrangement are known as "production workers."

40. However, Defendants did not accurately track and record Plaintiffs' working time. Instead, Defendants regularly required Plaintiffs working for piece rate wages to punch out at noon each work day, but then instructed them to perform more work after they had punched out. Meanwhile, hourly workers only punched out whenever they actually stopped working.

41. By failing to record all hours worked by Plaintiffs and thereby systematically undercounting their work hours, Defendants avoided paying Plaintiffs statutorily required overtime pay.

42. Defendants' conduct has caused Plaintiffs to be underpaid by tens of thousands of dollars in wages.

43. Defendants, including Therrien and O'Brien, have also routinely denied Plaintiffs access to an indoor eating space and chairs during their daily hour-long lunch breaks, forcing Plaintiffs to eat outside during all weather. Defendants Therrien and O'Brien allowed the mostly white workers at Industrial Pallet to eat inside.

44. Defendants Therrien and O'Brien have denied Plaintiffs access to a sink to wash their hands, while granting sink access to the mostly white workers at Industrial Pallet.

45. Defendant Doe has frequently subjected Plaintiffs to emotional humiliation in the workplace by referring to them with offensive, racist, and xenophobic slurs. This has included Defendant Doe berating some Plaintiffs with racist and xenophobic slurs when they complained about their lack of access to workplace amenities enjoyed by the mostly white workers at Industrial Pallet.

46. Defendants O'Brien and Therrien failed to intervene to protect Plaintiffs from exposure to the hostile environment created by Defendant Doe.

47. Defendant Doe's frequent use of racist and xenophobic language toward Plaintiffs and Defendants O'Brien and Therrien's refusal to grant Plaintiffs access to the workplace amenities enjoyed by the mostly white employees at Industrial Pallet produced a hostile work environment. These violations have denied Plaintiffs their equal rights to the enjoyment of all benefits, privileges, terms and conditions of the employment relationship.

**Plaintiff Edgar Perea**

48. Defendants hired Mr. Perea as a worker at Industrial Pallet on or about July 2013.

Mr. Perea remains employed by Defendants.

49. Mr. Perea has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

50. Defendant Doe frequently used racist language towards Mr. Perea and the other workers. He routinely screamed at Mr. Perea and other workers, referring to them as “sons of bitches,” “fucking assholes,” and “fucking spics.”

51. When Mr. Perea complained to Defendant Doe regarding the Plaintiffs’ unequal access to workplace amenities at Industrial Pallet, Defendant Doe referred to Mr. Perea and the other workers as “worthless and replaceable” and “fucking Mexicans without any rights.”

**Plaintiff Juan Chach**

52. Defendants hired Mr. Juan Chach (“J. Chach”) as a production worker at Industrial Pallet in December 2017. Mr. J. Chach remains employed by Defendants as of the time of filing this complaint.

53. Mr. J. Chach has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

54. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. J. Chach typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

55. Between approximately March 22, 2020 and the present, Mr. J. Chach typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

56. Defendants have paid Mr. J. Chach piece rate wages by weekly check.

57. Between approximately March 25, 2018 and the present, Defendants have paid Mr. J. Chach approximately \$.40 per pallet in piece rate wages.

58. Between April 15, 2018 and March 22, 2020, Mr. J. Chach's take-home pay was approximately \$860 per week.

59. Between approximately March 22, 2020 and the present, Mr. J. Chach's take-home pay has been approximately \$780 per week.

60. Defendants have not paid Mr. J. Chach overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. J. Chach has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. J. Chach significant damages for these and other injuries.

61. Defendant Doe frequently used racist language towards Mr. J. Chach and the other workers. He routinely screamed at them, referring to them as "dogs," "pigs" and "shit from Guatemala."

**Plaintiff Felipe Toj Chach**

62. Defendants hired Mr. Toj Chach to work at Industrial Pallet on or about November 6, 2019. Mr. Toj Chach had worked for the company previously, but left in 2017 due

to poor treatment and a back injury. Defendants rehired him on or about November 6, 2019. Mr. Toj Chach remains employed by Defendants as of the time of filing this complaint.

63. Mr. Toj Chach has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets, installing arches, patching pallets, and nailing pallet components together.

64. Between approximately November 6, 2019 and March 22, 2020, Mr. Toj Chach typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

65. Between approximately March 22, 2020 and the present, Mr. Toj Chach typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

66. Between approximately April 15, 2018 and March 22, 2021, Defendants typically required Mr. Toj Chach to punch out at 12:00 PM each day, and then continue to work off the clock for the remainder of the workday, until 4:30 PM.

67. On or around October 15, 2020, Mr. Toj Chach did not punch out at 12:00 PM with the other workers. A supervisor employed by Defendants, "Hill," approached Mr. Toj Chach to ask why he had not punched out. Mr. Toj Chach responded that he did not understand why he should punch out at noon if he was going to keep working for many more hours. Mr. Toj Chach explained that at other jobs, he punched out when he left, and that he believed it was dishonest to punch out at noon and then keep working off the books. "Hill" responded that if he

did not punch out at noon with the other workers, Mr. Toj Chach would be fired. “Hill” said words to the effect of, “You guys are making a lot of money, so why are you complaining?”

68. Mr. Toj Chach was disturbed by this deceitful conduct, but – fearful of losing his job – punched out as instructed. He then continued to work until approximately 4:30 PM.

69. Defendants have paid Mr. Toj Chach piece rate wages by weekly check.

70. Between approximately November 6, 2019 and approximately March 22, 2021, Defendants paid Mr. Toj Chach \$.40 per pallet refurbished.

71. Between approximately March 22, 2021 and the present, Defendants have paid Mr. Toj Chach approximately \$.45 per pallet refurbished.

72. Between approximately November 6, 2019 and the present, Mr. Toj Chach’s take-home pay has been approximately \$725 per week.

73. Defendants have not paid Mr. Toj Chach overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Toj Chach has worked no fewer than approximately 3,562.5 hours between approximately November 6, 2019 and the present, approximately 520 hours of which were overtime. Defendants owe Mr. Toj Chach significant damages for these and other injuries.

74. Defendants forced Mr. Toj Chach and several other production workers to work outside in all weather, including cold, rain, and extreme heat, while white workers were permitted to work inside with heat and air conditioning.

75. Defendants have failed to provide Mr. Toj Chach and other production workers with a clean, sanitary bathroom facility, instead forcing Mr. Toj Chach and other Plaintiffs to use only two filthy portable toilets, while the mostly white office workers have their own indoor

toilets. Mr. Toj Chach often has avoided going to the bathroom at work because the toilet conditions are so revolting.

76. When Mr. Toj Chach and other workers have asked for toilet paper, supervisors employed by Industrial Pallet have berated and humiliated them.

77. For example, on or around March 26, 2021, another worker approached Mr. Toj Chach for help obtaining toilet paper. The worker told Mr. Toj Chach that he had gone to the office to request toilet paper. Instead of simply providing the worker with the toilet paper, “Hill,” a supervisor who works in the office, laughed in the worker’s face, saying words to the effect of, “Oh my god, do these guys got a fucking lot of shit or what?” The supervisor refused to give the worker toilet paper.

78. Mr. Toj Chach returned to the office with his fellow worker to once again request toilet paper, and again, “Hill” responded with anger and insults, using crude and insulting language about Mr. Toj Chach and the other production workers. Finally, “Hill” gave Mr. Toj Chach the toilet paper. Mr. Toj Chach left feeling disrespected. Mr. Toj Chach believes that many workers no longer ask for basic amenities like toilet paper because they are afraid of suffering further abuse from Defendants and the supervisors they employ.

79. On approximately April 22, 2020, Mr. Toj Chach witnessed a nail gun misfire, impaling a fellow worker in the foot. Mr. Toj Chach observed that when the worker approached Defendant Doe to ask if he could go home to tend to his injury, Defendant Doe became incensed. Defendant Doe yelled at the worker that he had to keep working and mocked him for his injury, saying words to the effect of, “You fucking asshole, you fucking crybaby, you fucking pussy. These Spanish people, they sure cry a lot.” Soon after that incident, Defendants fired the injured

worker. Defendant Doe's abusive conduct on this and other occasions made Mr. Toj Chach feel afraid and disrespected.

**Plaintiff Raymundo Hernandez**

80. Defendants hired Mr. Raymundo Hernandez ("Mr. R. Hernandez") as a production worker at Industrial Pallet on or about April 1, 2020. Mr. R. Hernandez remains employed by Defendants as of the time of filing this complaint.

81. Mr. R. Hernandez has performed a number of tasks while at Industrial Pallet, including breaking up old pallets, refurbishing old pallets, sweeping, and clearing snow from outside.

82. Between approximately April 1, 2020 and the present, Mr. R. Hernandez typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

83. Defendants have paid Mr. R. Hernandez a combination of piece rate wages and hourly wages, depending on the tasks he performed, by weekly check.

84. Between approximately April 1, 2020 and approximately March 22, 2021, Defendants paid Mr. R. Hernandez a piece rate wage of \$.40 per pallet.

85. Between approximately March 22, 2021 and the present, Defendants have paid Mr. R. Hernandez a piece rate wage of \$.45 per pallet.

86. Between approximately April 1, 2020 and the present, Defendants have paid Mr. R. Hernandez approximately \$15 per hour when he worked hourly.

87. Between approximately April 1, 2020 and the present, Mr. R. Hernandez's take-home pay has been approximately \$710 per week.

88. Defendants have not paid Mr. R. Hernandez overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. R. Hernandez has worked no fewer than approximately 2,337.5 hours between approximately April 1, 2020, and the present, approximately 135 hours of which were overtime. Defendants owe Mr. R. Hernandez significant damages for these and other injuries.

89. During the COVID-19 pandemic, Mr. R. Hernandez has not been given access to a clean, sanitary restroom and place to wash his hands. Instead, he and the other pallet workers have been forced to use only two portable outdoor toilets, which have often been filthy, without sinks or hand sanitizer nearby. Mr. R. Hernandez has felt extremely uncomfortable using those toilets because they have been so unsanitary, particularly during a pandemic.

**Plaintiff David Sanchez**

90. Defendants hired Mr. Sanchez as a production worker at Industrial Pallet on or about June 22, 2017. Mr. Sanchez remains employed by Defendants as of the time of filing this complaint.

91. Mr. Sanchez has performed a number of tasks while at Industrial Pallet, including repairing pallets, assembling new pallets, and occasionally driving a forklift.

92. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Sanchez typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

93. Between approximately March 22, 2020 and the present, Mr. Sanchez typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00

AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

94. Defendants have paid Mr. Sanchez piece rate wages by weekly check.

95. Between approximately April 15, 2018 and approximately August 17, 2018, Defendants paid Mr. Sanchez approximately \$.35 per pallet in piece rate wages. Between approximately August 17, 2018 and the present, Defendants have paid Mr. Sanchez approximately \$.40 per pallet in piece rate wages.

96. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Sanchez's take-home pay was approximately \$975 per week.

97. Between approximately March 22, 2020 and the present, Mr. Sanchez's take-home pay has been approximately \$725 per week.

98. Defendants have not paid Mr. Sanchez overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Sanchez has worked no fewer than approximately 8,500 hours between April 15, 2018 and the present, approximately 2,157.5 hours of which were overtime. Defendants owe Mr. Sanchez significant damages for these and other injuries.

**Plaintiff Raymundo Aguilera Zamudio**

99. Defendants hired Mr. Aguilera to work at Industrial Pallet in 2014. Mr. Aguilera left Defendants' employ for approximately one year in 2017. Mr. Aguilera began work as a production worker at Industrial Pallet on or about July 15, 2019. He remains employed by Defendants as a production worker as of the time of filing this complaint.

100. Mr. Aguilera has performed a number of tasks while at Industrial Pallet, including sorting pallets and cleaning.

101. Between approximately July 15, 2019 and approximately March 22, 2020, Mr. Aguilera typically worked six days a week, averaging up to 45 hours per week. He typically worked from 7:00 AM until 2:00 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM until 1:00 PM, with an unpaid 1-hour lunch break each day.

102. Between approximately July 15, 2019 and approximately March 22, 2020 Defendants required Mr. Aguilera to punch in at 7:00 AM and punch out at 12:00 PM each day, and then continue to work off the clock for the remainder of the workday, often until 2:00 PM.

103. On approximately March 22, 2020, Mr. Aguilera did not punch out at 12:00 PM as expected because he was afraid of increased risk of exposure to COVID-19 from touching the machine to punch out. A supervisor, "Hill," approached him and told him he needed to punch out at noon with the rest of the workers. Mr. Aguilera responded that he was worried about getting sick from handling the machine. After some discussion, "Hill" told him that it was okay if he did not punch out at noon. From that date forward, Mr. Aguilera did not use the time clock machine to punch in and out at Industrial Pallet.

104. Between approximately March 22, 2020 and the present, Mr. Aguilera typically has worked five days a week, averaging 35 hours per week. He typically worked from 7:00 AM until 2:00 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. Mr. Aguilera has sometimes worked an additional 2 hours, from 2:00 PM to 4:00 PM. On Saturday, Mr. Aguilera typically worked from 7:00 AM until 1:00 PM, with an unpaid 1-hour lunch break each day.

105. Defendants have paid Mr. Aguilera a combination of hourly wages and piece rate wages, depending on the tasks he performed, by weekly check.

106. When working for hourly wages between approximately July 15, 2019 and approximately March 22, 2021, Defendants paid Mr. Aguilera at a rate of \$12.00 per hour. When working for hourly wages between approximately March 22, 2021 and the present, Defendants have paid Mr. Aguilera at a rate of \$15.00 per hour. Between approximately July 15, 2019 and the present, Mr. Aguilera has worked no more than approximately 10 hours per week.

107. When working for piece rate wages between approximately July 15, 2019 and the present, Defendants have paid Mr. Aguilera \$.08 per pallet in piece rate wages.

108. Between approximately July 15, 2019 and approximately March 22, 2020, Mr. Aguilera's take-home pay was approximately \$725.00 per week.

109. Between approximately March 22, 2020 and the present, Mr. Aguilera's take-home pay has been approximately \$625.00 per week.

110. Defendants have not paid Mr. Aguilera overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Aguilera has worked no fewer than approximately 3,455 hours between approximately July 15, 2019 and the present, up to 170 hours of which were overtime. Defendants owe Mr. Aguilera significant damages for these and other injuries.

**Plaintiff Sergio Angel**

111. Defendants hired Mr. Angel as a production worker at Industrial Pallet on or about September 13, 2005. Mr. Angel remains employed by Defendants as of the time of filing this complaint.

112. Mr. Angel has performed a number of tasks while at Industrial Pallet, including production and assembly of new pallets.

113. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Angel typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

114. Between approximately April 15, 2018 and the present, Mr. Angel typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

115. Defendants have paid Mr. Angel piece rate wages by weekly check.

116. Between approximately April 15, 2018 and the present, Defendants have paid Mr. Angel approximately \$.90 per pallet in piece rate wages.

117. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Angel's take-home pay was approximately \$970 per week.

118. Between approximately March 22, 2020 and the present, Mr. Angel's take-home pay has been approximately \$630 per week.

119. Defendants have not paid Mr. Angel overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Angel has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. Angel significant damages for these and other injuries.

**Plaintiff Fernando Avila**

120. Defendants hired Mr. Avila as a production worker at Industrial Pallet on or about January 1, 2015. Mr. Avila remains employed by Defendants as of the time of filing this complaint.

121. Mr. Avila has performed a number of tasks while at Industrial Pallet, including repairing and refurbishing old pallets, and production and assembly of new pallets.

122. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Avila typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

123. Between approximately March 22, 2020 and the present, Mr. Avila typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

124. Defendants have paid Mr. Avila piece rate wages by weekly check.

125. Between approximately April 15, 2018 and approximately August 17, 2018, Defendants paid Mr. Avila approximately \$.35 per pallet in piece rate wages.

126. Between approximately August 17, 2018 and approximately December 23, 2019, Defendants paid Mr. Avila approximately \$.40 per pallet in piece rate wages.

127. Between approximately December 23, 2019 and approximately March 8, 2021, Defendants paid Mr. Avila approximately \$.90 per pallet in piece rate wages.

128. Between approximately March 8, 2021 and the present, Defendants have paid Mr. Avila approximately \$.95 per pallet in piece rate wages.

129. Between approximately April 15, 2018 and March 22, 2020, Mr. Avila's take-home pay was approximately \$750 per week.

130. Between approximately March 22, 2020 and the present, Mr. Avila's take-home pay has been approximately \$630 per week.

131. Defendants have not paid Mr. Avila overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Avila has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. Avila significant damages for these and other injuries.

**Plaintiff Gabino Chach**

132. Defendants hired Mr. Gabino Chach ("G. Chach") as a production worker at Industrial Pallet on or about January 3, 2017. Mr. G. Chach remains employed by Defendants as of the time of filing this complaint.

133. Mr. G. Chach has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

134. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. G. Chach typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

135. Between approximately March 22, 2020 and the present, Mr. G. Chach typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00

AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

136. Defendants have paid Mr. G. Chach piece rate wages by weekly check.

137. Between approximately April 15, 2018 and approximately March 22, 2021, Defendants paid Mr. G. Chach approximately \$.40 per pallet in piece rate wages.

138. Between approximately March 22, 2021 and the present, Defendants have paid Mr. G. Chach approximately \$.45 per pallet in piece rate wages.

139. Between approximately April 15, 2018 and March 22, 2020, Mr. G. Chach's take-home pay was approximately \$1200 per week.

140. Between March 22, 2020 and the present, Mr. G. Chach's take-home pay has been approximately \$950 per week.

141. Defendants have not paid Mr. G. Chach overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. G. Chach has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. G. Chach significant damages for these and other injuries.

**Plaintiff Miguel Chach**

142. Defendants hired Mr. Miguel Chach ("M. Chach") to work at Industrial Pallet on or about June 2019. Mr. M. Chach began work at Industrial Pallet as a production worker about two months after the start of his employment, on or about August 1, 2019. Mr. M. Chach remains employed as a production worker by Defendants as of the time of filing this complaint.

143. Mr. M. Chach has performed a number of tasks while at Industrial Pallet, including sorting pallets and fixing and refurbishing damaged pallets.

144. Between approximately August 1, 2019 and approximately March 22, 2020, Mr. M. Chach typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

145. Between approximately March 22, 2020 and the present, Mr. M. Chach typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. He typically took an unpaid 1-hour lunch break during each day that he worked.

146. Defendants have paid Mr. M. Chach piece rate wages by weekly check since he became a production worker on or about August 1, 2019.

147. Between approximately August 1, 2019 and the present, Defendants have paid Mr. M. Chach approximately \$.40 per pallet in piece rate wages.

148. Between approximately August 1, 2019 and approximately March 22, 2020, Mr. M. Chach's take-home pay was approximately \$925 per week.

149. Between approximately March 22, 2020 and the present, Mr. M. Chach's take-home pay has been approximately \$750 per week.

150. Defendants have not paid Mr. M. Chach overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. M. Chach has worked no fewer than approximately 4,402.5 hours between approximately August 1, 2019 and the present approximately 802.5 of which were overtime. Defendants owe Mr. M. Chach significant damages for these and other injuries.

**Plaintiff Federico Ciprian**

151. Defendants hired Mr. Ciprian as a production worker at Industrial Pallet on or about January 1, 2018. Mr. Ciprian remains employed by Defendants as of the time of filing this complaint.

152. Mr. Ciprian has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

153. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Ciprian typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

154. Between approximately March 22, 2020 and the present, Mr. Ciprian typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

155. Defendants have paid Mr. Ciprian paid piece rate wages by weekly check.

156. Between approximately April 15, 2018 and the present, Defendants have paid Mr. Ciprian approximately \$.40 per pallet in piece rate wages.

157. Between April 15, 2018 and March 22, 2020, Mr. Ciprian's take-home pay was approximately \$950 per week.

158. Between March 22, 2020 and the present, Mr. Ciprian's take-home pay has been approximately \$700 per week.

159. Defendants have not paid Mr. Ciprian overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Ciprian has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. Ciprian significant damages for these and other injuries.

**Plaintiff Francisco Gonzalez**

160. Defendants hired Mr. Gonzalez to work as a production worker at Industrial Pallet on or about June 15, 2020. Mr. Gonzalez remains employed by Defendants as of the time of filing this complaint.

161. Mr. Gonzalez has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

162. Between approximately June 15, 2020 and the present, Mr. Gonzalez typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

163. Defendants have paid Mr. Gonzalez piece rate wages by weekly check.

164. Between approximately June 15, 2020 and approximately March 22, 2021, Defendants paid Mr. Gonzalez approximately \$.40 per pallet in piece rate wages.

165. Between approximately March 22, 2021 and the present, Defendants have paid Mr. Gonzalez approximately \$.45 per pallet in piece rate wages.

166. Between approximately June 15, 2020 and the present, Mr. Gonzalez's take-home pay has been approximately \$900 per week.

167. Defendants have not paid Mr. Gonzalez overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Gonzalez has worked no fewer than approximately 1,870.5 hours between approximately June 15, 2020 and the present, approximately 110 hours of which were overtime. Defendants owe Mr. Gonzalez significant damages for these and other injuries.

**Plaintiff Gustavo Hernandez**

168. Defendants hired Mr. Gustavo Hernandez (“G. Hernandez”) to work at Industrial Pallet on or about March 4, 2020. Mr. G. Hernandez began work at Industrial Pallet as a production worker on or about July 29, 2020. Mr. G. Hernandez remains employed as a production worker by Defendants as of the time of filing this complaint.

169. Mr. G. Hernandez has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

170. Between approximately July 29, 2020 and the present, Mr. G. Hernandez typically worked five days a week, averaging 42.5 hours per week. He typically worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

171. Defendants have regularly paid Mr. G. Hernandez piece rate wages by weekly check since he became a production worker on or about July 29, 2020.

172. Between approximately July 29, 2020 and approximately March 22, 2021, Defendants paid Mr. G. Hernandez approximately \$.40 per pallet in piece rate wages.

173. Between approximately March 22, 2021 and the present, Defendants have paid Mr. G. Hernandez approximately \$.45 per pallet in piece rate wages.

174. Between approximately July 29, 2020 and the present, Mr. G. Hernandez's take-home pay has been approximately \$800 per week.

175. Defendants have not paid Mr. G. Hernandez overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. G. Hernandez has worked no fewer than approximately 1,487.5 hours between approximately July 29, 2020 and the present, approximately 87.5 hours of which were overtime. Defendants owe Mr. G. Hernandez significant damages for these and other injuries.

176. Defendants forced Mr. G. Hernandez and several other production workers to work outside in all weathers, including cold, rain, and extreme heat, while white workers were permitted to work inside with heat and air conditioning.

**Plaintiff Francisco Julian**

177. Defendants hired Mr. Julian to work at Industrial Pallet on or about March of 2020. Mr. Julian began work at Industrial Pallet as a production worker on or about November 30, 2020. Mr. Julian remains employed by Defendants as a production worker as of the time of filing this complaint.

178. Mr. Julian has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

179. Between approximately November 30, 2020 and the present, Mr. Julian typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

180. Between approximately November 30, 2020 and the present, Defendants have paid Mr. Julian piece rate wages by weekly check.

181. Between approximately November 30, 2020 and approximately March 22, 2021, Defendants paid Mr. Julian approximately \$.40 per pallet in piece rate wages.

182. Between approximately March 22, 2021 and the present, Defendants have paid Mr. Julian approximately \$.45 per pallet in piece rate wages.

183. Between approximately November 30, 2020 and the present, Mr. Julian's take-home pay has been approximately \$775 per week.

184. Defendants have not paid Mr. Julian overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Julian has worked no fewer than approximately 850 hours between approximately November 30, 2020 and the present, approximately 50 hours of which were overtime. Defendants owe Mr. Julian significant damages for these and other injuries.

**Plaintiff Francisco Martin**

185. Defendants hired Mr. Martin as a production worker at Industrial Pallet in spring 2013. Mr. Martin remains employed by Defendants as of the time of filing this complaint.

186. Mr. Martin has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets.

187. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Martin typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with unpaid 1-hour lunch break each day.

188. Between approximately March 22, 2020 and the present, Mr. Martin typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00

AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

189. Defendants have paid Mr. Martin piece rate wages by weekly check.

190. Between approximately April 15, 2018 and approximately April 12, 2019, Defendants paid Mr. Martin approximately \$.35 per pallet in piece rate wages.

191. Between approximately April 12, 2019 and approximately February 12, 2021, Defendants paid Mr. Martin approximately \$.40 per pallet in piece rate wages.

192. Between approximately February 12, 2021 and the present, Defendants have paid Mr. Martin approximately \$.45 per pallet in piece rate wages.

193. Between approximately April 15, 2018 and approximately February 12, 2021, Mr. Martin's take-home pay was approximately \$700 per week.

194. Between approximately February 12, 2021 and the present, Mr. Martin's take-home pay has been approximately \$900 per week.

195. Defendants have not paid Mr. Martin overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Martin has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. Martin significant damages for these and other injuries.

**Plaintiff Dionicio Nuñez**

196. Defendants hired Mr. Nuñez as a production worker at Industrial Pallet in approximately 2001. Mr. Nuñez remains employed by Defendants as of the time of filing this complaint.

197. Mr. Nuñez has performed a number of tasks while at Industrial Pallet, including operating a pallet-sorting machine and driving a forklift.

198. Between approximately April 15, 2018 and the present, Mr. Nuñez typically has worked five days a week, averaging 45 hours per week. He typically has worked a nightshift from 2:00 PM to 12:00 AM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour dinner break each day.

199. Defendants have paid Mr. Nuñez a combination of hourly wages and piece rate wages, depending on the tasks he performed, by weekly check.

200. Between approximately April 15, 2018 and approximately April 1, 2019, Defendants paid Mr. Nuñez \$.08 per pallet.

201. Between approximately April 1, 2019 and approximately March 22, 2021, Defendants paid Mr. Nuñez \$.085 per pallet.

202. Between approximately March 22, 2021 and the present, Defendants have paid Mr. Nuñez \$.09 per pallet.

203. Between approximately February 1, 2021 and February 28, 2021, Defendants paid Mr. Nuñez an additional \$13 per hour to drive the forklift for one hour each day.

204. Between approximately March 25, 2018 and approximately March 22, 2020, Mr. Nuñez's take-home pay was approximately \$750 per week.

205. Between approximately March 22, 2020 and the present, Mr. Nuñez's take-home pay has been approximately \$900 per week.

206. Mr. Nuñez have not paid overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Nuñez has worked no fewer than approximately 7,900 hours between approximately April 15, 2018 and the present,

approximately 1,570 hours of which were overtime. Defendants owe Mr. Nuñez significant damages for these and other injuries.

**Plaintiff Sidronio Rebolledo Salas**

207. Defendants hired Mr. Rebolledo as a production worker at Industrial Pallet on or about June 2, 2018. Mr. Rebolledo continued to work for Defendants in production until on or about January 1, 2020, when he returned to hourly work for Defendants as a machine operator. Mr. Rebolledo remains employed by Defendants as an hourly worker as of the time of filing this complaint.

208. Mr. Rebolledo has performed a number of tasks while a production worker at Industrial Pallet, including operating the pallet-sorting machine and repairing pallets.

209. Between approximately June 2, 2018 and approximately April 5, 2019, Mr. Rebolledo typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

210. Defendants have paid Mr. Rebolledo by weekly check. Mr. Rebolledo was paid piece rate wages while employed by Defendants as a production worker between approximately June 2, 2018 and approximately January 1, 2020.

211. Between approximately June 2, 2018 and approximately April 5, 2019, during which Mr. Rebolledo regularly operated the pallet-sorting machine, Defendants paid Mr. Rebolledo a piece rate of \$.09 per pallet sorted.

212. Between approximately June 2, 2018 and approximately April 5, 2019, Mr. Rebolledo's take-home pay was approximately \$725 per week.

213. Between approximately April 5, 2019 and approximately January 1, 2020, Mr. Rebolledo worked in pallet repair.

214. Between approximately April 5, 2019 and approximately January 1, 2020, Mr. Rebolledo take-home pay was approximately \$690 per week.

215. Mr. Rebolledo was not paid overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Rebolledo worked no fewer than approximately 4,920 hours as a production worker between on or about June 2, 2018, and April 5, 2019, approximately 1,640 hours of which were overtime. Defendants owe Mr. Rebolledo significant damages for these and other injuries.

**Plaintiff Alejandro Ríos Cardona**

216. Defendants hired Mr. Alejandro Ríos Cardona (“A. Ríos”) as a production worker at Industrial Pallet on or about July 1, 2013. Mr. A. Ríos remains employed by Defendants as of the time of filing this complaint.

217. Mr. A. Ríos has performed a number of tasks while at Industrial Pallet, including repairing and refurbishing old pallets.

218. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. A. Ríos typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

219. Between approximately March 22, 2020 and the present, Mr. A. Ríos typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00

AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

220. Defendants have paid Mr. A. Ríos piece rate wages by weekly check.

221. Between approximately April 15, 2018 and the present, Defendants have paid Mr. Ríos was paid a piece rate wage of \$.40 per pallet.

222. Defendants have not provided Mr. A. Ríos information indicating how many pallets he completes in a given day or week – the presumed basis for his wage. Mr. A. Ríos has therefore been unable to ensure that he has been paid the appropriate wage each week.

223. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. A. Ríos's take-home pay was approximately \$825 per week.

224. Between approximately March 22, 2020 and the present, Mr. A. Ríos's take-home pay has been approximately \$625 per week.

225. Defendants have not paid Mr. A. Ríos overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. A. Ríos has worked no fewer than approximately 8,482.5 hours between April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. A. Ríos significant damages for these and other injuries.

#### **Plaintiff Benigno Ríos Cardona**

226. Defendants hired Mr. Benigno Ríos Cardona (“B. Ríos”) as a production worker at Industrial Pallet on or about March 1, 2004. Mr. Ríos remains employed by Defendants as of the time of filing this complaint.

227. Mr. B. Ríos has performed a number of tasks while at Industrial Pallet, including production and assembly of new pallets.

228. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. B. Ríos typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

229. Between approximately March 22, 2020 and the present, Mr. B. Ríos typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

230. Defendants have paid Mr. B. Ríos piece rate wages by weekly check, except for the month of December 2020, when he was paid an hourly wage of \$14 per hour to drive a forklift.

231. Between approximately April 15, 2018 and the present, Defendants have paid Mr. B. Ríos \$.45 cents per pallet assembled.

232. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. B. Ríos's take-home pay was approximately \$950 per week.

233. Between approximately March 22, 2020 and the present, Mr. B. Ríos's take-home pay has been approximately \$750 per week.

234. Defendants have not paid Mr. B. Ríos was not paid overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. B. Ríos has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. B. Ríos significant damages for these and other injuries.

**Plaintiff Hugo Ríos**

235. Defendants hired Mr. Hugo Ríos (“H. Ríos”) as a production worker at Industrial Pallet in May 2001. Mr. H. Ríos remains employed by Defendants as of the time of filing this complaint.

236. Mr. H. Ríos has performed a number of tasks while at Industrial Pallet, including fixing and refurbishing damaged pallets, assembling new pallets, and driving the forklift.

237. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. H. Ríos typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

238. Between approximately March 22, 2020 and the present, Mr. H. Ríos typically worked five days a week, averaging 42.5 hours per week. He typically worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with unpaid 1-hour lunch break each day.

239. Defendants have paid Mr. H. Ríos a combination of hourly wages and piece rate wages, depending on the tasks he performed, by weekly check.

240. When working for hourly wages between approximately April 15, 2018 and approximately October 2, 2020, Defendants paid Mr. H. Ríos a rate of \$13.50 per hour. When working for hourly wages between approximately October 5, 2020 and the present, Defendants have paid Mr. H. Ríos at a rate of \$14.50 per hour. Between approximately April 15, 2018 and the present, Mr. H. Ríos has worked no more than approximately 30 hours at hourly wages per week.

241. When working for piece rate wages between approximately March 25, 2018 and March 22, 2021, Defendants paid Mr. H. Ríos approximately \$.40 per pallet in piece rate wages.

242. Between approximately March 22, 2021 and the present, Defendants have paid Mr. H. Ríos approximately \$.45 per pallet in piece rate wages.

243. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. H. Ríos's take-home pay was approximately \$750 per week.

244. Between approximately March 22, 2020 and the present, Mr. H. Ríos's take-home pay has been approximately \$650 per week.

245. Defendants have not paid Mr. H. Ríos overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. H. Ríos has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. H. Ríos significant damages for these and other injuries.

**Plaintiff Joaquin Ríos Recendiz**

246. Defendants hired Mr. Joaquin Ríos Recendiz ("J. Ríos") as a production worker at Industrial Pallet on or about July 1, 2017. Mr. Ríos remains employed by Defendants as of the time of filing this complaint.

247. Mr. J. Ríos has performed a number of tasks while at Industrial Pallet, including repairing and refurbishing used pallets.

248. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. J. Ríos typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

249. Between approximately March 22, 2020 and the present, Mr. J. Ríos typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

250. Defendants have paid Mr. J. Ríos piece rate wages by weekly check.

251. Between approximately April 15, 2018 and the present, Defendants have paid Mr. J. Ríos approximately \$.40 per pallet in piece rate wages.

252. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. J. Ríos's take-home pay was approximately \$775 per week.

253. Between approximately March 22, 2020 and the present, Mr. J. Ríos's take-home pay has been approximately \$700 per week.

254. Defendants have not paid Mr. J. Ríos overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. J. Ríos has worked no fewer than approximately 8,482.5 hours between April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. J. Ríos significant damages for these and other injuries.

**Plaintiff Uriel Ríos Cardona**

255. Defendants hired Mr. Uriel Ríos Cardona ("U. Ríos") as a production worker at Industrial Pallet on or about July 1, 2009. Mr. U. Ríos remains employed by Defendants as of the time of filing this complaint.

256. Mr. U. Ríos has performed a number of tasks while at Industrial Pallet, including producing new pallets.

257. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. U. Ríos typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

258. Between approximately March 22, 2020 and the present, Mr. U. Ríos typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

259. Defendants have paid Mr. U. Ríos piece rate wages by weekly check.

260. Between approximately April 15, 2018 and the present, Defendants have paid Mr. U. Ríos a variable piece rate depending on the kind of pallet worked on, ranging from approximately \$.65 per pallet to approximately \$.95 per pallet.

261. Between approximately April 15, 2018 and March 22, 2020, Mr. U. Ríos's take-home pay was approximately \$750 per week.

262. Between March 22, 2020 and the present, Mr. U. Ríos's take-home pay has been approximately \$700 per week.

263. Defendants have not paid Mr. U. Ríos overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. U. Ríos has worked no fewer than approximately 8,482.5 hours between March 25, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. U. Ríos significant damages for these and other injuries.

**Plaintiff Fabian Rivera Parra**

264. Defendants hired Mr. Rivera as a production worker at Industrial Pallet on or about May 1, 2014. Mr. Rivera remains employed by Defendants as of the time of filing this complaint.

265. Mr. Rivera has performed a number of tasks while at Industrial Pallet, including assembling new pallets and repairing and refurbishing used pallets.

266. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Rivera typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM to 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

267. Between approximately March 22, 2020 and the present, Mr. Rivera typically has worked five days a week, averaging 42.5 hours per week. He typically has worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

268. Defendants have paid Mr. Rivera piece rate wages by weekly check.

269. Between approximately April 15, 2018 and approximately March 22, 2021, Defendants paid Mr. Rivera approximately \$.60 per pallet in piece rate wages.

270. Between approximately March 22, 2021 and the present, Defendants have paid Mr. Rivera approximately \$.65 per pallet in piece rate wages.

271. Between approximately April 15, 2018 and approximately March 22, 2020, Mr. Rivera's take-home pay was approximately \$1050 per week.

272. Between approximately March 22, 2020 and the present, Mr. Rivera's take-home pay has been approximately \$800 per week.

273. Defendants have not paid Mr. Rivera overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Rivera has worked no fewer than approximately 8,482.5 hours between approximately April 15, 2018 and the present, approximately 2,140 hours of which were overtime. Defendants owe Mr. Rivera significant damages for these and other injuries.

**Plaintiff Orlando Valencia Viveros**

274. Defendants hired Mr. Valencia as a production worker Industrial Pallet on or about March 15, 2012. Mr. Valencia left Defendants' employ for approximately 6 months in 2019, leaving on approximately March 1, 2019 and returning on approximately September 1, 2019. He remained employed by Defendants until approximately March 1, 2021.

275. Mr. Valencia performed a number of tasks while at Industrial Pallet, including repairing and refurbishing old pallets and constructing new pallets.

276. Between approximately April 15, 2018 and approximately March 1, 2019, Mr. Valencia typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM until 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

277. Between approximately September 1, 2019 and approximately March 22, 2020, Mr. Valencia typically worked six days a week, averaging 60 hours per week. He typically worked from 7:00 AM until 6:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday.

On Saturday, he typically worked from 7:00 AM to 3:30 PM, with an unpaid 1-hour lunch break each day.

278. Between approximately March 22, 2020 and approximately March 1, 2021, Mr. Valencia typically worked five days a week, averaging 42.5 hours per week. He typically worked from 7:00 AM until 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with an unpaid 1-hour lunch break each day.

279. Defendants paid Mr. Valencia a combination of hourly wages and piece rate wages, depending on the specific work he was asked to perform, by weekly check.

280. When paid piece rate wages, Defendants paid Mr. Valencia approximately \$.40 cents per pallet. Occasionally, Mr. Valencia worked for hourly wages instead of piece rate wages. When paid hourly wages, Defendants paid Mr. Valencia between \$12 and \$13 per hour.

281. Between approximately September 1, 2019 and March 22, 2020, Mr. Valencia's take-home pay was approximately \$850 per week.

282. Between approximately March 22, 2020 and approximately March 1, 2021, Mr. Valencia's take-home pay was approximately \$750 per week.

283. Defendants did not pay Mr. Valencia overtime for his work beyond 40 hours per week, in violation of state and federal overtime requirements. Mr. Valencia worked no fewer than approximately 6,598 hours between approximately April 15, 2018 and approximately March 1, 2021, approximately 1,582.5 hours of which were overtime. Defendants owe Mr. Valencia significant damages for these and other injuries.

**FIRST CLAIM FOR RELIEF**

**FAIR LABOR STANDARDS ACT**

284. Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

285. This claim is brought under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), by all Plaintiffs except for Plaintiff Perea, against Defendants Industrial Pallet, Therrien, and O’Brien (“Employer Defendants”).

286. At all relevant times, Defendants Industrial Pallet, LLC, Randy Therrien, and Joseph O’Brien were an enterprise engaged in commerce or in the production of goods for commerce, and were also employers within the meaning of 29 U.S.C. § 203(s) and (d).

287. At all times relevant hereto, each Plaintiff was an “employee” of each of the Employer Defendants within the meaning of 29 U.S.C. § 203(e)(1).

288. Employer Defendants failed to pay Plaintiffs overtime pay for all hours that they worked in excess of forty hours per week for each week in violation of 29 U.S.C. § 207(a)(1).

289. Employer Defendants intentionally failed to make, keep, and preserve records of the hours worked of all Plaintiffs, in violation of 29 U.S.C. §§ 211(c), 215.

290. Employer Defendants’ violations of FLSA were willful. Employer Defendants violated applicable law, employed misleading bookkeeping and pay arrangements, and demonstrated disregard for the requirements of FLSA.

291. As a result of these violations, the Plaintiffs suffered lost wages and damages.

292. Employer Defendants are jointly and severally liable to the Plaintiffs for these violations of their rights under federal law.

293. Plaintiffs are entitled to an award of damages for their unpaid overtime compensation, plus liquidated damages in an equal amount, as well as attorneys' fees and costs, in an amount to be determined at trial. 29 U.S.C. § 216(b).

## **SECOND CLAIM FOR RELIEF**

### **CONNECTICUT MINIMUM WAGE ACT**

294. Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

295. This claim is brought under the Connecticut Minimum Wage Act, Conn. Gen. Stat. §§ 31-68, by all Plaintiffs except Plaintiff Perea, against Employer Defendants.

296. At all relevant times, Employer Defendants were employers within the meaning of Conn. Gen. Stat. §§ 31-58(d) and 31-71a(1).

297. At all relevant times, Plaintiffs were employees of Employer Defendants within the meaning of §§ 31-58(e) and 31-71a(2).

298. Employer Defendants, knowingly and in bad faith, failed to pay overtime wages due to Plaintiffs for hours worked in excess of forty per week, in violation of Conn. Gen. Stat. §§ 31-76b and 31-76c.

299. Employer Defendants intentionally failed to make, keep, and preserve records of the hours worked of all Plaintiffs, in violation of Conn. Gen. Stat. § 31-13a and Conn. Gen. Stat. § 31-66.

300. Employer Defendants' violations of the Connecticut Minimum Wage Act were willful. Employer Defendants violated applicable law, employed misleading bookkeeping and pay arrangements, and demonstrated disregard for the requirements of the act.

301. As a result of these violations, Plaintiffs suffered lost wages and damages.

302. Employer Defendants are jointly and severally liable to Plaintiffs for these violations of their rights under state law.

303. Plaintiffs are entitled to an award of damages for unpaid overtime, plus double damages in an equal amount, as well as attorneys' fees and costs, in an amount to be determined at trial. Conn. Gen. Stat §§ 31-68.

### **THIRD CLAIM FOR RELIEF**

#### **RACE DISCRIMINATION -- 42 U.S.C. § 1981**

304. Plaintiffs repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.

305. Plaintiffs bring this claim under the Civil Rights Act of 1866, 42 U.S.C. § 1981, against all Defendants.

306. Plaintiffs were subjected to regular verbal abuse including the use of derogatory epithets and other humiliating language by Defendant Doe based on their race.

307. Defendant Doe's conduct was not welcomed by Plaintiffs.

308. Defendant Doe's conduct was motivated by the fact that Plaintiffs are perceived to be Latino.

309. This conduct was so severe or pervasive that a reasonable person in Plaintiffs' position would find Plaintiffs' work environment to be hostile or abusive because of Plaintiffs' perceived race and perceived national origin.

310. Plaintiffs' work environment was hostile and abusive as a result of Defendant Doe's conduct.

311. Defendant Doe acted with malice or reckless indifference to Plaintiffs' federally protected rights.

312. Employer Defendants failed to exercise reasonable care to prevent Defendant Doe's conduct.

313. Employer Defendants personally acted with malice and reckless indifference in failing to prevent Defendant Doe's conduct.

314. Plaintiffs are entitled to monetary and punitive damages and interest in an amount to be determined at trial.

315. Plaintiffs are entitled to such equitable relief as may be appropriate to effectuate the purposes of § 1981 or to which Plaintiffs may be entitled.

### **JURY DEMAND**

316. Plaintiffs request a trial by jury.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court:

- a. Award Plaintiffs the unpaid overtime compensation they are owed, plus liquidated damages in an equal amount, as provided by FLSA, 29 U.S.C. § 216(b), in an amount to be determined at trial;
- b. Award Plaintiffs monetary damages for unpaid overtime, plus double damages in an equal amount, as provided by Conn. Gen. Stat. § 31-68, in an amount to be determined at trial;
- c. Award Plaintiffs compensatory and punitive damages for denying Plaintiffs the enjoyment of all benefits, privileges, terms and conditions of the contractual relationship on account of their race and perceived national origin, as provided by 42 U.S.C. § 1981, in an amount to be determined at trial;

- d. Award attorneys' fees and costs to Plaintiffs pursuant to 29 U.S.C. § 216(b), Conn. Gen. Stat. §§ 31-68(a), and 42 U.S.C. § 1988;
- e. Grant equitable relief as may be appropriate to effectuate the purposes of 42 U.S.C. § 1981 or to which Plaintiffs may be entitled; and
- f. Grant such additional and further relief as the Court deems just and proper.

Dated: April 19, 2021

/s/ Muneer I. Ahmad

Isabelle Barnard, Law Student Intern\*  
Psalm Brown, Law Student Intern\*  
Eliane Holmlund, Law Student Intern\*  
Sam Hull, Law Student Intern\*  
Fernando Rojas, Law Student Intern\*  
Muneer I. Ahmad (ct432642)  
Michael J. Wishnie (ct27221)  
Worker and Immigrant Rights Advocacy Clinic  
Jerome N. Frank Legal Services Organization  
P.O. Box 209090  
New Haven, CT 06520  
(203) 432-4800

Pablo Carrasco\*\*  
Thomas Smith\*\*  
Justice at Work  
33 Harrison Ave Suite 501  
Boston, MA 02111  
(857) 293-0332  
*Attorneys for Plaintiffs*

\* Motion for law student admission forthcoming.

\*\* Motion for admission *pro hac vice* forthcoming.