

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

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EDGAR CATALAN SANDOVAL, FREDY )  
GALVEZ ORTIZ, WELSER NERI MORALES )  
ROBLERO, and ANTONIO RODRIGUEZ )  
RODRIGUEZ )  
 )  
Plaintiffs, )  
 )  
 v. ) Civil No. \_\_\_\_\_  
 )  
CHARLES BOLTON and H AND L PLASTICS )  
COMPANY, INC., )  
 )  
Defendants. )  
 )  
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**COMPLAINT**

Over the course of approximately six months in 2012, Edgar Catalan Sandoval, Fredy Galvez Ortiz, Welser Neri Morales Roblero, and Antonio Rodriguez Rodriguez (“the Workers”) collectively labored for several hundreds of hours for H And L Plastics Company, Inc. (“H&L Plastics”) and its owner Charles Bolton (together, “Defendants”). Through a series of illicit practices, including repeated issuance of non-sufficient fund checks, failure to pay the Workers for weeks at a time, and denial of contractually owed vacation bonus pay over a period of years, Defendants took advantage of the Workers’ loyalty and deprived them of tens of thousands of dollars in wages, in violation of numerous federal and state laws. When the Workers confronted Bolton about their unpaid wages on multiple occasions, he met them with repeated, unfulfilled promises that their pay would be forthcoming.

With the exception of Mr. Rodriguez, the Workers have all labored at H&L Plastics for five years or more. The Workers continued to work at H&L Plastics as the company moved locations, expanded, and downsized. In 2010, they experienced a similar pattern of exploitation and deception, but Defendants eventually paid the Workers what they were owed. In the fall of 2012, the Workers became the company's sole employees. During Bolton's frequent absences, they have been responsible for the entire operations of the company. Mr. Galvez and Mr. Morales continue to work for H&L Plastics.

The Workers bring this action to recover monies owed to them in unpaid wages for work performed, liquidated damages, damages suffered as a result of bad checks, punitive damages, costs, and attorney's fees under the federal Fair Labor Standards Act and Connecticut statutory provisions and common law doctrines.

#### **JURISDICTION AND VENUE**

1. The Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b). This Court has supplemental jurisdiction over the Workers' state law claims pursuant to 28 U.S.C. § 1367.
2. Venue is proper pursuant to 28 U.S.C. § 1391(b), as the events giving rise to this action occurred within this district, and Defendants are located, reside, or do business in this district. Venue is also proper pursuant to 28 U.S.C. § 1391(c), as Defendants Bolton and H&L Plastics are subject to personal jurisdiction in the state of Connecticut.

#### **PARTIES**

3. Plaintiff Edgar Catalan Sandoval is a resident of New Haven, Connecticut. He worked for H&L Plastics in various locations in the New Haven region from July 7,

2006 until December 2012. He returned to work intermittently in February 2013.

4. Plaintiff Fredy Galvez Ortiz is a resident of Hamden, Connecticut. He began working for H&L Plastics in or around July 2001, and has worked for the company at various locations. He continues to work for the company today.
5. Plaintiff Welser Neri Morales Roblero is a resident of Hamden, Connecticut. He began working for H&L Plastics in or around July 2007, and has worked for the company at various locations. He continues to work for the company today.
6. Plaintiff Antonio Rodriguez Rodriguez is a resident of New Haven, Connecticut. He worked for H&L Plastics at its current River Street location from July 2012 until November 2012. He returned to work intermittently in December 2012 and January 2013.
7. Defendant H And L Plastics Company, Inc. is a domestic stock corporation incorporated in Connecticut on November 26, 1980. H&L Plastics has owned and operated fiberglass manufacturing plants in a number of locations in the New Haven region. The company currently subleases factory space in the Fair Haven neighborhood at 90 River Street, New Haven, CT 06513.
8. Defendant Charles S. Bolton is President and Director of H&L Plastics. He hired each of the Workers, managed their work on a day-to-day basis, set their levels of pay, distributed paychecks and cash payments, and retained profits of H&L Plastics for personal benefit.

### **STATEMENT OF FACTS**

#### H&L Plastics' Business Practices

9. H&L Plastics manufactures fiberglass components for a wide range of customers. The company is a subcontractor on contracts with Connecticut Transit and the Waterbury, Connecticut Office of Water Pollution Control. It also provides parts to Radio Frequency Systems, a multinational corporation producing antennae, to longstanding Connecticut companies like Fairfield Pool, and to water treatment plants around the country.
10. As part of their job duties at H&L Plastics, the Workers handled and worked with supplies, including but not limited to fiberglass pellets, resin, and methyl ethyl ketone solvent, which had traveled in interstate commerce. The finished products included water treatment parts sent to Florida, Alabama, and Louisiana; audio speaker components that were sent as far as Italy; and bodies for cars competing in the National Association of Stock Car Auto Racing (NASCAR).
11. Defendant Bolton, the President and Director of H&L Plastics, hired each Worker and other workers at H&L Plastics. He set the rates of pay, determined the roles and responsibilities of the employees at H&L Plastics, and maintained employment records.
12. Upon information and belief, H&L Plastics had an annual gross volume of sales made or business done not less than \$500,000 throughout the time the Workers were employed.
13. As the President, Director, and major stockholder of H&L Plastics, Charles Bolton retains profits from H&L Plastic for his personal benefit.
14. Over the past several years, H&L Plastics has twice been evicted, and has changed locations several times. When the company was facing eviction in December 2010,

Bolton bragged to Mr. Sandoval that he was not worried about overdue bills because H&L Plastics' corporate form would shield him from personal liability.

15. The Workers typically worked at H&L Plastics for 40 hours a week, from 7 a.m. to 3:30 p.m., with an unpaid half hour lunch break at midday and two paid rest breaks. At various times, Bolton reduced the Workers' hours, having them work less than five days per week.
16. Until September 2012, the Workers were issued weekly paychecks through the payroll company ADP, Inc. Their hours worked were tracked on timecards.
17. Many of these paychecks were not backed by sufficient funds. Sometimes the Workers would attempt to cash the checks, and they would be refused by the drawee—a bank or check cashing business. Other times, Bolton told the workers not to cash the checks because he knew that the checks were not backed by sufficient funds.
18. For at least the month of September 2012, Bolton did not send the Workers' timecards to the payroll company, did not issue any checks, and failed to maintain accurate records of the Workers' hours worked and amounts paid.
19. As of October 2012, Bolton no longer has the Workers clock in on timecards. He began paying the workers at the end of every workday.
20. H&L Plastics had a policy of providing each of its employees with a regular bonus which was referred to as "vacation pay."
21. The company's bonus policy provided that after an employee had completed six months of work for H&L Plastics, that employee was entitled to one week, or 40 hours, of pay, which he received in the form of a payroll check for the next two

weeks, whether or not he worked. Once an employee had worked for H&L Plastics for one and one-half years, he earned two weeks, or 80 hours, of “vacation pay.” On the completion of each additional year of employment, the employee received two weeks of “vacation pay.” Employees received their “vacation pay” regardless of whether they took time off or continued to work.

22. Defendant Bolton or another agent of his and H&L Plastics informed each Worker of the company’s bonus policy.
23. Bolton typically asked Plaintiff Fredy Galvez, the company’s longest-serving employee, who is bilingual, to communicate workplace policies, including the bonus policy to newer Spanish-speaking employees.
24. At no time in the course of their employment did Bolton or any other agent of his or H&L Plastics inform the Workers about any change in the bonus policy.

Edgar Catalan Sandoval

25. Mr. Sandoval began working at H&L Plastics on July 7, 2007 and ended his employment in December 2012. He came back to work for a few days in February 2013.
26. In 2007, Mr. Sandoval learned from a friend that H&L Plastics was a decent employer and went to the factory to apply for a job. On July 7, 2007, Mr. Sandoval met with Bolton. Bolton hired him as a finisher.
27. As a finisher, Mr. Sandoval was responsible for assembling multi-piece products, packing products for shipment, and performing quality inspections of the finished fiberglass products.

28. In January 2008, Plaintiff Fredy Galvez told Mr. Sandoval that he was entitled to one week's vacation pay. He took one week of paid vacation in January 2008, and took two weeks each January for the next two years, per H&L Plastics' bonus policy.
29. As of early 2008, and continuing through the end of his employment at H&L Plastics, Mr. Sandoval's wage was \$12 per hour.
30. Mr. Sandoval typically deposited his weekly paycheck in his account at People's Bank. In or around June 2012, his checks began to be returned for insufficient funds.
31. One of these bounced checks caused his account to be overdrawn. People's Bank charged Mr. Sandoval over \$100 in overdraft fees, closed his account and added him to a blacklist that would prevent him from opening another bank account.
32. Mr. Sandoval received several more paychecks in August and early September of 2012, all of which were also returned for insufficient funds. In total, Mr. Sandoval received seven non-sufficient fund paychecks.
33. Each of the seven paychecks constituted a representation that there were sufficient funds in the H&L Plastics payroll account to satisfy the check.
34. When Bolton authorized ADP, Inc. to print each paycheck, including the seven non-sufficient fund paychecks, he had special knowledge as to whether there were actually sufficient funds in the payroll account.
35. Bolton issued each non-sufficient fund paycheck with the intention of inducing Mr. Sandoval to continue working for Defendants for no pay.
36. Mr. Sandoval relied on the representation in the paychecks by continuing to work for Defendants and by depositing the checks, incurring fees.

37. During this time, Mr. Sandoval approached Bolton repeatedly and complained that his paychecks were being returned for insufficient funds.
38. In the months of September and early October of 2012, Mr. Sandoval received no paychecks for his work performed. On December 4, 2012, Mr. Sandoval discovered that several of his timecards remained in Bolton's office, and had not been sent to the payroll company.
39. Finally, in mid December, after receiving only intermittent pay and unfulfilled promises for months, Mr. Sandoval left H&L Plastics.
40. In early 2013, Mr. Sandoval returned to work for a few days at H&L Plastics, but he insisted on being paid immediately for each workday.
41. In total, Mr. Sandoval worked at least 350 hours between June and October of 2012 for which Defendants have not paid him.
42. Mr. Sandoval did not receive any vacation pay in 2012. Under H&L Plastics' policy, he would have been eligible for two weeks, or 80 hours, of pay in January 2013, for a total of 80 hours of pay.

Fredy Galvez Ortiz

43. Mr. Galvez began work at H&L Plastics in or about July 2001. Mr. Galvez continues to work for Defendants today. He is the business's longest serving employee.
44. Mr. Galvez performs various fiberglass production and client relations functions at H&L Plastics. Bolton also uses Mr. Galvez, who is bilingual, to communicate with his Spanish-speaking employees.
45. As of approximately 2008, Mr. Galvez earns a wage of \$14 per hour.

46. When Mr. Galvez began working at H&L Plastics, Bolton promised to pay Mr. Galvez weekly by check.
47. Bolton also agreed to provide Mr. Galvez with vacation pay in accordance with H&L Plastics' bonus policy, which he did provide from January 2002 to 2009.
48. In the spring of 2012, Mr. Galvez began to receive paychecks that were later returned for insufficient funds. When this happened, he approached Bolton to ask him for his pay. On several occasions, Bolton repaid Mr. Galvez for the value of the paycheck and any bounced check fee that Mr. Galvez had paid.
49. On or around April 27, 2012 Mr. Galvez received a regular paycheck. However, the paycheck was returned for insufficient funds.
50. When Mr. Galvez approached Bolton about the paycheck, Bolton promised that he would repay Mr. Galvez promptly. However, Bolton never repaid Mr. Galvez.
51. Defendants continued to issue non-sufficient fund paychecks to Mr. Galvez from May to September 2012. In total, Mr. Galvez received twelve non-sufficient fund paychecks for which he never received payment from Defendants.
52. Some of these paychecks were for weeks when Mr. Galvez worked overtime.
53. Mr. Galvez repeatedly complained to Bolton about these checks. Bolton repeatedly said he would pay the owed funds.
54. Each of the twelve paychecks constituted a representation that there were sufficient funds in the H&L Plastics' payroll account to satisfy the check.
55. When Bolton authorized ADP, Inc. to print each paycheck, including the twelve non-sufficient fund paychecks, he had special knowledge as to whether there were actually sufficient funds in the payroll account.

56. In addition, Bolton made his promises to pay for the bad checks with knowledge that he had no intention of doing so.
57. Bolton issued each non-sufficient fund paycheck and made these promises with the intention of inducing Mr. Galvez to continue working for Defendants for no pay.
58. Mr. Galvez relied on the representation in the paychecks by continuing to work for Defendants.
59. For five weeks in September and October 2012, Defendants did not pay or even issue a paycheck to Mr. Galvez.
60. In total, Mr. Galvez worked at least 600 regular hours between April and October 2012 for which Defendants have not paid him. He worked an at least an additional 18 hours of overtime without compensation.
61. In January 2010, Mr. Galvez went on vacation but never received his bonus pay. Mr. Galvez did not take any vacation and did not receive the bonus in 2011 and 2012, despite Bolton's promises that he would give Mr. Galvez the vacation pay he was owed. Under H&L Plastics' bonus policy, Mr. Galvez would have been eligible for two weeks, or 80 hours, of pay in January 2010, 2011, 2012, and 2013 for a total of 320 hours of pay.

Welser Neri Morales Roblero

62. Mr. Morales began working at H&L Plastics in or around July 2007. He continues to work for Defendants today.
63. Mr. Morales works as a painter at H&L Plastics.
64. In January 2008, Plaintiff Fredy Galvez told Mr. Morales that he was entitled to one week's vacation pay for the six months he had worked.

65. Mr. Morales received one week's vacation pay in January 2008, and he received two week's vacation pay in 2009, in accordance with H&L Plastics' bonus policy.
66. As of 2010, Mr. Morales's current wage is \$10 per hour.
67. Beginning in the spring of 2012, Defendants repeatedly issued non-sufficient fund paychecks to Mr. Morales. Sometimes Bolton informed Mr. Morales that H&L Plastics' account did not contain sufficient funds to permit Mr. Morales to deposit or cash the check. In total, Mr. Morales received eleven non-sufficient fund paychecks.
68. Some of these paychecks were for weeks when Mr. Morales worked overtime.
69. On multiple occasions, Mr. Morales approached Bolton to request payment of the wages he was owed. Bolton repeatedly promised to pay Mr. Morales, and repeatedly failed to do so.
70. For five weeks in September and October 2012, Bolton did not pay or even issue a paycheck to Mr. Morales.
71. Each of Mr. Morales's eleven bounced paychecks constituted a representation that there were sufficient funds in the H&L Plastics payroll account to satisfy the check.
72. When Bolton authorized ADP, Inc. to print each paycheck, including the eleven non-sufficient fund paychecks, he had special knowledge as to whether there were actually sufficient funds in the payroll account.
73. In addition, Bolton made his promises to pay up for the bad checks with knowledge that he had no intention of doing so.
74. Bolton issued each non-sufficient fund paycheck and made these promises with the intention of inducing Mr. Morales to continue working for Defendants for no pay.

75. Mr. Morales relied on the representation in the paychecks by continuing to work for Defendants.
76. In total, Mr. Morales worked at least 550 regular hours between April and October of 2012 for which Defendants have not paid him. He worked an additional 5 hours of overtime without compensation.
77. Mr. Morales did not receive his promised vacation in January 2010 through 2013. Under H&L Plastic's bonus policy, Mr. Morales would have been eligible for two weeks, or 80 hours, of pay in January 2010, 2011, 2012, and 2013 for a total of 320 hours of pay.

Antonio Rodriguez Rodriguez

78. Mr. Rodriguez began working at H&L Plastics in July of 2012.
79. From the time Bolton hired him until he ended his employment at H&L Plastics, Mr. Rodriguez's wage was \$9 per hour.
80. During at least four weeks in September and October of 2012, Mr. Rodriguez did not receive a paycheck or pay of any kind. Timecards reflecting the work he performed were never sent to H&L Plastics' payroll company.
81. Some weeks later, Mr. Rodriguez approached Bolton and asked for the wages he was owed. Bolton told Mr. Rodriguez that he would pay him the following Monday. Mr. Rodriguez approached Bolton again on that Monday. Bolton became angry, yelled at Mr. Rodriguez and refused to pay him.
82. Defendants still have not paid Mr. Rodriguez for the hours he worked, despite Bolton's repeated promises to pay.

83. Mr. Rodriguez stopped working at H&L Plastics in November 2012. He came back to work for a few days in December 2012 and January 2013.

84. From September to October 2012, Mr. Rodriguez worked at least 155 hours for which Defendants have not paid him.

**FIRST CLAIM FOR RELIEF**  
**FAIR LABOR STANDARDS ACT (FLSA)**

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

86. The Workers bring this claim under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), against Defendants Bolton and H&L Plastics.

87. At all times relevant hereto, Defendant H&L Plastics was an “employer” of the Workers within the meaning of 29 U.S.C. §203(d).

88. At all times relevant hereto, Defendant Bolton was an “employer” of the Workers within the meaning of 29 U.S.C. §203(d).

89. At all times relevant hereto, each Worker was an “employee” of Defendants Bolton and H&L Plastics within the meaning of 29 U.S.C. §203(e)(1).

90. At all times relevant hereto, Defendants Bolton and H&L Plastics engaged in “commerce” within the meaning of 29 U.S.C. § 203(b).

91. At all times relevant hereto, Defendants Bolton and H&L Plastics engaged the Workers in handling or otherwise working on goods or materials that have been moved in or produced for interstate commerce. H&L Plastics was an “enterprise engaged in commerce or in the production of goods for commerce” within the meaning of 29 U.S.C. § 203(s)(1).

92. Defendants Bolton and H&L Plastics willfully failed to pay the Workers the federal statutory minimum wage at various times during the spring, summer and fall of 2012, in violation of 29 U.S.C. § 206(a)(1).
93. Defendants Bolton and H&L Plastics willfully failed to pay Mr. Galvez and Mr. Morales overtime pay for hours worked in excess of forty hours per week for each week, in violation of 29 U.S.C. § 207(a)(1).
94. For at least some period of time when the Workers worked for Defendants, including but not limited to September and October 2012, Defendants willfully failed to make, keep, and preserve records of the wages paid to the Workers and the hours they worked, in violation of 29 U.S.C. §211(c).
95. As a result of these violations, the Workers suffered damages and may bring suit pursuant to 29 U.S.C. §216(b).
96. Defendants Bolton and H&L Plastics are jointly and severally liable to all Workers for these violations of their rights under the FLSA.
97. The Workers are entitled to an award of damages for unpaid wages and unpaid overtime, plus liquidated damages in an equal amount and interest, as well as attorney's fees, in an amount to be determined at trial, pursuant to 29 U.S.C. §216(b).

**SECOND CLAIM FOR RELIEF**  
**CONNECTICUT MINIMUM WAGE ACT (CMWA)**

98. The Workers repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.
99. The Workers bring this claim under Conn. Gen. Stat. §§ 31-68 and 31-72 of the Connecticut Minimum Wage Act, Conn. Gen. Stat. §§ 31-58 *et seq.*, against all Defendants.

100. At all relevant times, each Defendant was an “employer” within the meaning of Conn. Gen. Stat. §§ 31-58(e) and 31-71a(1).
101. At all relevant times, each Worker was an “employee” within the meaning of Conn. Gen. Stat. §§ 31-58(f) and 31-71a(2).
102. At all relevant times, each of the Defendants “employed” each of the Workers within the meaning of Conn. Gen. Stat. § 31-58(h).
103. Defendants knowingly, and in bad faith, withheld wages from the Workers in violation of Conn. Gen. Stat. §§ 31-70 and 31-71b.
104. Part of the withheld wages was for overtime work performed by Mr. Morales and Mr. Galvez. Defendants knowingly, and in bad faith, failed to pay overtime wages due to Mr. Morales and Mr. Galvez for hours worked in excess of forty hours per week for each week, in violation of Conn. Gen. Stat. § 31-76c.
105. The Workers’ promised vacation pay constituted a nondiscretionary bonus, issued pursuant to H&L Plastics’ company policy under a prior agreement with each Worker and dependent upon hours worked, and thus is not excluded from the computation of their “wages” under Conn. Gen. Stat. § 31-71a(3). The vacation pay was withheld in violation of Conn. Gen. Stat. § 31-71e.
106. As a result of these violations, the Workers suffered damages.
107. Defendants are jointly and severally liable to the Workers for these violations of their rights under state law.
108. The Workers are entitled to an award of damages equal to twice their unpaid wages and unpaid overtime, and interest, as well as attorney’s fees, in an amount to be determined at trial, pursuant to Conn. Gen. Stat. §§ 31-68 and 31-72.

**THIRD CLAIM FOR RELIEF**  
**NEGLIGENT BREACH OF DUTY OF CARE**

109. The Workers repeat and re-allege the allegations set forth in the preceding paragraphs of this complaint as if fully set forth herein.
110. As employers, Defendants owed a duty of care to the Workers.
111. In issuing non-sufficient fund paychecks to the Workers, Defendants were guilty of issuing a bad check in violation of Conn. Gen. Stat. § 53a-128.
112. Upon information and belief, Defendants issued non-sufficient paychecks to the Workers with knowledge that they did not have sufficient funds to cover these checks.
113. Upon information and belief, Defendants expected that the checks would be refused by the drawee.
114. On multiple occasions, the checks were refused by the drawee.
115. Violation of Conn. Gen. Stat. § 53a-128 constitutes a per se negligent breach of duty of care to the Workers.
116. Accordingly, the Workers are entitled to compensatory damages for injuries resulting from the issuance of bad checks including deposit return fees, overdraft fees, reputational harms, and other harms sustained as a result of Defendants' negligent issuance of bad checks.

**FOURTH CLAIM FOR RELIEF**  
**FRAUDULENT MISREPRESENTATION**

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

118. Bolton made representations and, through H&L Plastics, caused representations to be made that were material to the employment agreements between the Workers and Bolton and H&L Plastics.
119. Some of these representations took the form of checks drawing on bank accounts that Bolton knew not to have sufficient funds.
120. Other of the representations were promises to pay the Workers for the weeks that they had received bad paychecks, promises which Bolton did not intend to perform.
121. Bolton made these representations in order to induce the workers to continue their work without being paid.
122. Bolton did not perform the promises to pay the workers for the weeks they had received bad paychecks.
123. The Workers relied on these promises and continued working at H&L Plastics. Their reliance upon the promises caused damage to the Workers.
124. Bolton made all of these representations in his capacity as President of Defendant H&L Plastics.
125. Accordingly, the Workers are entitled to compensatory and punitive damages from both Defendants.

**FIFTH CLAIM FOR RELIEF**  
**BREACH OF CONTRACT**

126. The Workers repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.
127. Defendants entered into express oral and/or implied contracts with the Workers to pay each Worker an agreed-upon hourly wage, including a vacation pay bonus, for

services rendered, and each party's acceptance was supported by good and valuable consideration.

128. Defendant H&L Plastics had a company policy of granting each employee one week of paid vacation for every six months of work. This vacation pay constituted part of the compensation for H&L employees for services rendered to H&L.
129. The Workers fulfilled their contractual obligations by laboring for the benefit of Defendants.
130. Defendants breached the contracts with the Workers by failing to pay contractually established wages, including vacation pay bonuses, for work performed by the Workers.
131. Defendants' contract with the Workers implied payment of overtime premiums, in accordance with federal and state law.
132. Because of Defendants' breach of contract, the Workers suffered from a loss of expected wages.
133. The Workers are entitled to damages for Defendants' breach of contract pursuant to Conn. Gen. Stat. § 52-576.
134. The Workers are entitled to monetary damages equal to the amount specified in the contracts entered into with Defendants less the amounts paid.

**SIXTH CLAIM FOR RELIEF**  
**UNJUST ENRICHMENT & QUANTUM MERUIT**

135. The Workers repeat and re-allege the allegations contained in the preceding paragraphs of this complaint as if fully set forth herein.
136. By laboring at H&L Plastics, the Workers provided benefits to Defendants.

137. The Workers expected to be compensated for the labor they provided to Defendants. Defendants knowingly accepted the Workers' services and represented to them that they would be compensated in the future.
138. Defendants' unjust failure to pay the Workers wages for all labor performed constituted a distinct detriment to the Workers.
139. Accordingly, Workers are entitled to money damages equal to the reasonable value of the labor provided to Defendant less the amounts paid.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Workers respectfully request that this Court:

1. Award the Workers monetary damages for unpaid wages and unpaid overtime, plus liquidated damages in an equal amount, as provided by FLSA, 29 U.S.C. § 216(b), and interest, in an amount to be determined at trial;
2. Award the Workers twice the full amount of wages and overtime earned, minus any amount recovered to date from the Defendants, as provided by Conn. Gen. Stat. §§ 31-68(a) and 31-72, and interest, in an amount to be determined at trial;
3. Award the Workers compensatory damages for injuries resulting from the issuance of bad checks including deposit return fees, overdraft fees, reputational harms, and other harms sustained as a result of Defendants' negligent breach of their duty of care;
4. Award the Workers compensatory and punitive damages and interest for Defendants' fraudulent misrepresentations, in an amount to be determined at trial;

5. Award attorney's fees and costs to the Workers for legal services provided by the Jerome N. Frank Legal Services Organization pursuant to 29 U.S.C. § 216(b) and Conn. Gen. Stat. §§ 31-68(a), 31-72, and 42-110g(a);
6. Grant such additional and further relief as the Court deems just and proper.

**JURY DEMAND**

The Workers hereby demand a jury trial on all claims.

Dated: May 1, 2013  
New Haven, Connecticut

\_\_\_\_\_/s/\_\_\_\_\_  
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