



FSLA and the DC Minimum Wage Act and as a class action under Rule 23 of the Federal Rules of Civil Procedure under the DC Wage Payment Act. Through this action, Plaintiffs seek to recover unpaid wages, unpaid overtime compensation, liquidated damages, interest, declaratory and injunctive relief, and attorneys' fees, expenses, and costs.

### **JURISDICTION**

2. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 (federal question jurisdiction), 29 U.S.C. § 216(b) (FLSA), and 28 U.S.C. § 1367 (supplemental jurisdiction).

### **VENUE**

3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because one or more Defendants resides in this district and a substantial part of the events or omissions giving rise to the claims occurred in this district.

### **PARTIES**

4. Plaintiff Aguilar Degadillo was employed by Defendants from approximately April 21, 2010 until approximately September 16, 2010. As an employee of Defendants, Plaintiff Aguilar Delgadillo worked construction at various locations in the District of Columbia as well as Maryland and Virginia.

5. Plaintiff Fuentes was employed by Defendants from approximately June 2010 until approximately August 20, 2010. As an employee of Defendants, Plaintiff Fuentes worked construction at locations in the District of Columbia and Virginia.

6. Defendant J.E.R. Construction, L.L.C. ("JER") is a limited liability corporation registered under the laws of the State of Virginia. JER conducts regular business in the District of Columbia.

7. Defendant J's Drywall, Inc. ("J's Drywall") is a corporation organized under the laws of the State of Virginia. J's Drywall maintains its principal office at 3201 8th Street NE, Washington, DC 20017 and uses the tradename J's Construction Services.

8. Defendant Jose Flores is, and during the time that Plaintiffs were employed was, the founder and president of J's Drywall. Upon information and belief, Defendant Flores was responsible for J's Drywall's established pay policies and acted personally as an employer suffering and permitting Plaintiffs and the other members of the class and collective actions to work.

9. Defendant Rueben Sanchez is one of the co-owners of JER. Upon information and belief, Defendant Sanchez was responsible, at least in part, for JER's established pay policies. Upon information and belief, Defendant Sanchez acted personally as an employer suffering and permitting Plaintiffs and the other members of the class and collective actions to work.

10. Defendant Eligio Baltierra is one of the co-owners of JER. Upon information and belief, Defendant Baltierra was responsible, at least in part, for JER's established pay policies. Upon information and belief, Defendant Baltierra acted personally as an employer suffering and permitting Plaintiffs and the other members of the class and collective actions to work.

11. Defendant John Doe is one of the co-owners of JER whose identity is currently unknown to Plaintiffs. Upon information and belief, Defendant Doe was responsible for JER's established pay policies and acted personally as an employer suffering and permitting Plaintiffs and the other members of the class and collective actions to work.

12. Defendants JER, J's Drywall, Flores, Sanchez, Baltierra, and John Doe ("Defendants") constitute an enterprise that collectively conducts business and employment practices in the District of Columbia. Each of the named Defendants consented to, authorized, and/or ratified the acts alleged herein and is a joint employer of Plaintiffs and others similarly situated within the meaning of 29 C.F.R. § 791.2.

13. At all times relevant to this action, Defendants have been an enterprise with two or more employees engaged in interstate commerce pursuant to 29 C.F.R. § 779.22 and 29 U.S.C. § 203(s)(1)(A). Specifically, Defendants are engaged in the construction business in the District of Columbia as well as various states, including Maryland, Virginia, South Carolina, and Georgia. Defendants employ persons who handle or otherwise work on goods that have been moved in or produced for commerce.

14. At all times relevant to this action, Defendants have been the employer of Plaintiffs and others similarly situated within the meaning of the FLSA, 29 U.S.C. § 203(d), the DC Minimum Wage Act, D.C. Code § 32-1002(3), and the DC Wage Payment Act, D.C. Code § 32-1301(1).

15. On information and belief, the annual gross volume of business for Defendants exceeds \$500,000.

### **FACTUAL ALLEGATIONS**

16. Defendants employed Plaintiffs, and similarly situated employees, at an hourly rate of pay. Defendants promised to pay Plaintiffs at a rate of \$16 an hour.

17. Plaintiffs, and similarly situated employees, are non-exempt workers under the FLSA and the DC Minimum Wage law.

18. Defendants were contractors with the Federal government and the District of Columbia. Upon information and belief, at least some, if not all, of the projects on which Plaintiffs worked were the result of contracts with the Federal government or the government of the District of Columbia. Pursuant to the Davis Bacon Act of 1931, 40 U.S.C. § 3142(b), Defendants were required to pay Plaintiffs and other workers on-site prevailing wages. The prevailing wage in Washington D.C. in 2010 for a drywall installer was \$ 26.38 per hour and a fringe benefit rate of \$7.00 per hour.

19. Throughout their employment with Defendants, Plaintiffs and the other members of the collective and class actions held various responsibilities and performed various tasks, including drywall installation. Defendants' pay policies remained constant for employees in each of these responsibilities.

20. For certain weeks during their employment, Defendants did not pay Plaintiffs, and other similarly situated employees, any wages for the work they performed.

21. Plaintiffs, and similarly situated employees, frequently worked for Defendants in excess of 40 hours per week ("Overtime Hours").

22. When Plaintiffs or other employees worked Overtime Hours, Defendants either did not pay them at all or paid them at their regular rate and failed to pay them one and one-half times their regular rate of pay for all such Overtime Hours.

23. For example, in the first, second, and third weeks of August, 2010, Plaintiff Fuentes worked approximately 62 hours, 66 hours, and 58 hours, respectively. Defendants did not pay Plaintiff Fuentes any wages for these weeks.

24. Likewise, for almost every week between August 11, 2010 through September 16, 2010, Plaintiff Aguilar Delgadillo worked in excess of 40 hours per week; some weeks

working as much as approximately 85 hours per week. However, Defendants routinely failed to pay Plaintiff Aguilar Delgadillo any premium for Overtime Hours, failed to pay him for all hours worked, and, for some weeks, failed to pay him any wages at all. For example, from August 9, 2010 through September 16, 2010 – the last several weeks of his employment – Plaintiff Aguilar Delgadillo worked approximately 321 hours, including approximately 99 Overtime Hours. The only payment Plaintiff Aguilar Delgadillo received for this work was a single paycheck in the amount of \$864.00.

25. When Defendants paid Plaintiffs, they did so on an irregular schedule and never provided Plaintiffs with any records explaining their pay, reflecting their hours, or demonstrating their hourly wage.

26. Pursuant to 29 C.F.R. §§ 516.5 and 516.6 and D.C. Code § 32-1008, Defendants were required to maintain a record of each hour worked, each day worked, and each week worked by any employee, as well as earnings and payroll records. Therefore, the exact number of hours worked by Plaintiffs, and those similarly situated, and the exact amount of wages and/or overtime wages owed to Plaintiffs, and those similarly situated, will only be known through discovery.

27. Pursuant to 29 U.S.C. § 216(b), Plaintiffs have consented in writing to be plaintiffs in this action. Their consent forms are attached as Exhibits A through B to this Complaint.

**COLLECTIVE ACTION ALLEGATIONS  
UNDER THE FLSA AND DC MINIMUM WAGE ACT**

28. This action is maintainable as an “opt-in” collective action pursuant to the FLSA, 29 U.S.C. § 216(b), and the DC Minimum Wage Act, D.C. Code § 32-1012, as to

claims for unpaid wages, unpaid overtime compensation, liquidated damages, interest, and attorneys' fees and costs under the FLSA and the DC Minimum Wage Act.

29. Plaintiffs bring the FLSA and DC Minimum Wage Act claims on their own behalf and on behalf of all non-exempt workers employed by Defendants who were not paid at the required hourly rate and/or were not paid at a rate of one and one-half times the regular rate of pay for Overtime Hours.

30. On information and belief, there are more than 40 current and former non-exempt employees of Defendants who are similarly situated to Plaintiffs in that they were not paid at the required hourly rate and/or were not paid at a rate of one and one-half times the regular rate of pay for Overtime Hours. These similarly situated employees are known only to Defendants. Therefore, members of this collective class are numerous and unknown to Plaintiffs such that joinder of each member would be impracticable.

31. Because these similarly situated employees are readily identifiable to Defendants and may be located through their records, they may readily be notified of this action and allowed to opt into it pursuant to 29 U.S.C. § 216(b) and D.C. Code § 32-1012, for the purpose of collectively adjudicating their claims for unpaid wages, unpaid overtime compensation, liquidated damages, interest, and attorneys' fees and costs under the FLSA and the DC Minimum Wage Act.

32. A collective action is appropriate in this case because the allegations stem from a common compensation policy instituted by Defendants in violation of the FLSA and the DC Minimum Wage Act.

33. Plaintiffs are adequate representatives of the collective class because they were non-exempt employees who were not compensated for work they performed for Defendants

and routinely worked in excess of 40 hours per week for Defendants and were not paid at the required hourly rate and/or not paid at a rate of one and one-half times their regular pay for all Overtime Hours in violation of 29 U.S.C. § 207(a)(1) and D.C. Code § 32-1003(c).

**CLASS ACTION ALLEGATIONS FOR CLAIMS UNDER DC WAGE PAYMENT ACT  
AND COMMON LAW BREACH OF CONTRACT**

34. As to the claims under the DC Wage Payment Act and for common law breach of contract, Plaintiffs bring this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of themselves and a class of all other non-exempt workers employed by Defendants at any time over the last three years prior to the filing of this Complaint and through the final disposition of this action, who (1) were not paid all wages earned at least twice during each calendar month on regular paydays and/or (2) were not paid wages due promptly after resignation or termination, (for resignation, upon the earlier of the next regular payday or within seven days from the date of resignation, and for termination, on the working day following discharge).

35. The DC Wage Payment Act allows an employee on behalf of himself and others similarly situated to recover unpaid wages owed. D.C. Code § 32-1308. As such, a class action is a permissible method of resolving a claim under the DC Wage Payment Act.

**Numerosity**

36. On information and belief, the number of similarly situated current and former non-exempt employees employed by Defendants exceeds 40 workers. Therefore, a class action is appropriate as its members are so numerous that joinder of all members is impracticable.

37. During at least 2010 and 2011, Defendant had construction projects the District of Columbia, Maryland, Virginia, South Carolina, and Georgia. As such, the members of the Class are geographically disbursed across at least those states. Additionally, upon information

and belief, the non-exempt employees of Defendants are believed to be transient employees and as such are further believed to be further disbursed.

**Commonality**

38. There are numerous questions of law and fact common to the members of the class which have common answers, including the following:

- a. Whether Defendants' are subject to the DC Wage Payment Act;
- b. Whether Defendants' met their payment obligations under the DC Wage Payment Act during the employment of Plaintiffs and the Class;
- c. Whether Defendants' met their payment obligations under the DC Wage Payment Act upon resignation or termination of Plaintiffs and the Class;
- d. Whether Defendants' failed to pay Plaintiffs and the Class on regular paydays in violation of the DC Wage Payment Act;
- e. Whether Defendants' failure to promptly pay Plaintiffs, and the other members of the Class who resigned or were terminated, violated the DC Wage Payment Act; and
- f. Whether Defendants' failure to pay Plaintiffs and the other members of the Class at the promised rate was a breach of the employment contracts.

**Typicality**

39. Plaintiffs' claims are typical of the claims of the other members of the Class because their claims arise from the same practice and/or course of conduct. Specifically, Plaintiffs' claims challenge Defendant's practice of failing to pay Plaintiffs and other employees on regular intervals as required by the DC Wage Payment Act and within the time required by the DC Wage Payment Act upon resignation or termination.

40. Plaintiffs' claims are also typical of the claims of the class members because Plaintiffs and the Class suffered the same type of wrongful conduct as a result of Defendants failure to timely pay Plaintiffs and the Class.

41. Upon information and belief, Defendants do not have any defenses unique to either of Plaintiffs' claims.

**Adequacy**

42. Plaintiffs will fairly and adequately represent and protect the interests of the putative class members. Plaintiffs have no interests which conflict with those of the Class.

43. Upon information and belief, Defendants have no unique defenses against the Plaintiffs that would interfere with Plaintiffs' representation of the Class.

44. Plaintiffs have engaged counsel with experience litigating class actions and other complex litigation matters, including wage and hour cases like this case.

**Rule 23(b)(3)**

45. The requirements of Fed. R. Civ. P. 23(b)(3) are met in this action because (a) the questions of law and/or fact identified above are not only common, but will predominate over any individual questions and (b) a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

**TOLLING OF THE STATUTE OF LIMITATIONS**

46. Defendants were required by 29 C.F.R. § 516.4 and D.C. Code §32-1009 to post a conspicuous notice explaining the FLSA and summarizing of the DC Minimum Wage Act.

47. On information and belief, at all times relevant to this action, Defendants failed to post any notices required by 29 C.F.R. § 516.4 and D.C. Code §32-1009.

48. As a result, any statute of limitations applicable to Plaintiffs' claims, and the claims of the members of the class and collective actions, are equitably tolled for the period that Defendants failed to post notices.

**FIRST CAUSE OF ACTION**

**(Violation of Section 6(a) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*)**

49. Plaintiffs incorporate the foregoing paragraphs as if set forth in their entirety herein.

50. For certain weeks during their employment, Defendants did not pay Plaintiffs, and the other members of the collective action, the wages Defendants had agreed to pay nor did Defendants pay the minimum wage required by law.

51. Additionally and alternatively, Defendants did not promptly pay Plaintiffs, and the other members of the collective action, wages on regular payment dates as required by law.

52. Section 6(a) of the FLSA provides that "Every employer shall pay to each of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, wages at [certain specified] rates[.]" 29 U.S.C. § 206(a).

53. The FLSA further requires that wages be paid promptly on regular payment dates.

54. Defendants violated the FLSA by failing to pay minimum wages to Plaintiffs and the other members of the collective action.

55. Defendants further violated the FLSA by failing to pay wages promptly on regular payment dates.

56. On information and belief, Defendants' failure to pay minimum wages and failure to pay wages promptly was done knowingly.

57. Defendants are liable to Plaintiffs and all other similarly situated employees, under 29 U.S.C. § 216(b) of the FLSA, for their unpaid wages, plus an additional amount as liquidated damages, interest, reasonable attorneys' fees and costs, and any such other and further relief as is deemed appropriate by the Court.

**SECOND CAUSE OF ACTION**

**(Violation of Section 7(a) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*)**

58. Plaintiffs incorporate the foregoing paragraphs as if set forth in their entirety herein.

59. When Plaintiffs or other employees worked Overtime Hours, Defendants either did not pay them at all or paid them at their regular rate and failed to pay them any premium for such Overtime Hours.

60. Section 7(a)(1) of the FLSA provides that "no employer shall employ any of his employees who in any workweek is engaged . . . for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed." 29 U.S.C. § 207(a)(1).

61. Defendants violated the FLSA by failing to compensate Plaintiffs and the other members of the collective action at a rate of one and one-half times their regular hourly rate for hours worked in excess of 40 hours per week in violation of 29 U.S.C. § 207(a)(1).

62. On information and belief, Defendants' failure to pay overtime wages was knowing, willful, and not in good faith as evidenced by their failure to pay overtime wages at the proper rate when Defendants knew, or should have known, that such wages were due.

63. Defendants are liable to Plaintiffs and all other similarly situated employees, under 29 U.S.C. § 216(b) of the FLSA, for their unpaid overtime compensation, plus an additional amount as liquidated damages, interest, reasonable attorneys' fees and costs, and any such other and further relief as is deemed appropriate by the Court.

**THIRD CAUSE OF ACTION**  
**(Violation of Minimum Wage Provisions of the DC Minimum Wage Act, D.C. Code § 32-1003, *et seq.*)**

64. Plaintiffs incorporate the foregoing paragraphs as if set forth in their entirety herein.

65. For certain weeks during their employment, Defendants did not pay Plaintiffs, and the other members of the collective action, the wages Defendants had agreed to pay nor did Defendants pay the minimum wage required by law.

66. In pertinent part, the DC Minimum Wage Act provides that “the minimum wage required to be paid to any employee by any employer in the District of Columbia shall be \$7 an hour, or the minimum wage set by the United States government pursuant to the Fair Labor Standards Act . . . , plus \$ 1, whichever is greater.” D.C. Code § 32-1003(a)(2).

67. The DC Minimum Wage Act further provides that “[a]ny employer who pays any employee less than the wage to which that employee is entitled under this subchapter shall be liable to that employee in the amount of the unpaid wages, and an additional amount as liquidated damages[.]” D.C. Code § 32-1012(a).

68. Defendants failed to pay Plaintiffs the wages required by the DC Minimum Wage Act, in violation of D.C. Code §§ 32-1003(a)(2), 32-1010(1), 32-1012(a).

69. D.C. Code § 32-1012(b) allows Plaintiffs to bring suit on behalf of themselves and similarly situated employees who give their written consent in order to recover their unpaid

compensation, liquidated damages, reasonable counsel fees and costs, and such other and further relief as is deemed appropriate by the Court.

**FOURTH CAUSE OF ACTION**

**(Violation of Overtime Provisions of the DC Minimum Wage Act, D.C. Code § 32-1003, *et seq.*)**

70. Plaintiffs incorporate the foregoing paragraphs as if set forth in their entirety herein.

71. When Plaintiffs or other employees worked Overtime Hours, Defendants either did not pay them at all or paid them at their regular rate and failed to pay them any premium for such Overtime Hours.

72. In pertinent part, the DC Minimum Wage Act provides that “No employer shall employ any employee for a workweek that is longer than 40 hours, unless the employee receives compensation for employment in excess of 40 hours at a rate not less than 1 1/2 times the regular rate at which the employee is employed.” D.C. Code § 32-1003(c).

73. Defendants failed to pay Plaintiffs an overtime wage of at least one and one-half times their usual hourly wage for each hour in excess of 40 hours per week, in violation of D.C. Code § 32-1003(c).

74. D.C. Code § 32-1012(b) allows Plaintiffs to bring suit on behalf of themselves and similarly situated employees who give their written consent in order to recover their unpaid overtime compensation, liquidated damages, reasonable counsel fees and costs, and such other and further relief as is deemed appropriate by the Court.

**FIFTH CAUSE OF ACTION**

**(Violation of DC Wage Payment Act, D.C. Code § 32-1301, *et seq.*)**

75. Plaintiffs incorporate the foregoing paragraphs as if set forth in their entirety herein.

76. For certain weeks during their employment, Defendants did not pay Plaintiffs, and the other members of the class, the wages Defendants had agreed to pay.

77. Additionally and alternatively, Defendants did not promptly pay Plaintiffs, and the other members of the class, wages on regular payment dates as required by law.

78. In pertinent part, the DC Wage Payment Act provides that “Every employer shall pay all wages earned to his employees at least twice during each calendar month, on regular paydays designated in advance by the employer. . . .” D.C. Code § 32-1302.

79. Defendants failed to pay Plaintiffs “all wages earned” during certain pay periods in violation of D.C. Code § 32-1302.

80. The DC Wage Payment Act further provides in pertinent part that “Whenever an employer discharges an employee, the employer shall pay the employee’s wages earned not later than the working day following such discharge[.]” D.C. Code § 32-1303(1).

81. The DC Wage Payment Act further provides in pertinent part that “Whenever an employee (not having a written contract of employment for a period in excess of 30 days) quits or resigns, the employer shall pay the employee’s wages due upon the next regular payday or within 7 days from the date of quitting or resigning, whichever is earlier.” D.C. Code § 32-1303(2).

82. Plaintiffs and other similarly situated employees did not have a written contract of employment.

83. By failing to promptly pay Plaintiffs and other resigning or terminated class members their wages due following resignation or termination, the Defendants failed to pay their wages earned in violation of D.C. Code § 32-1303.

84. Pursuant to the DC Wage Payment Act, D.C. Code § 32-1308, Plaintiffs and other class members seek their unpaid wages, liquidated damages, reasonable counsel fees and costs, and such other and further relief as is deemed appropriate by the Court.

**SIXTH CAUSE OF ACTION**  
**(Common Law Breach of Contract)**

85. Plaintiffs incorporate the foregoing paragraphs as if set forth in their entirety herein.

86. Prior to or during the class period, Plaintiffs and the other members of the class entered into contracts with Defendants pursuant to which (a) Plaintiffs and the other members of the class would assume employment with Defendants and carry out the duties and responsibilities of their employment and (b) Defendants would compensate Plaintiffs and the other members of the class at an agreed-upon rate for their employment.

87. Plaintiffs and the other members of the class fulfilled all of their duties and responsibilities under their contracts with Defendants.

88. Defendants breached their contracts with Plaintiffs and the other members of the class by failing to pay Plaintiffs, and the other members of the class, the wages Defendants had agreed to pay.

89. As a result of Defendants' breach of contract, Plaintiffs and the other members of the class suffered damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that judgment be entered against Defendants on all claims and request that the Court award the following relief:

A. Declare that Defendants willfully violated Plaintiffs' rights, and the rights of other collective and class members, under the FLSA, the DC Minimum Wage Act, and the DC Wage Payment Act;

B. Enjoin Defendants to comply with all applicable federal and state wage laws, including to:

i. post a conspicuous notice explaining the FLSA and summarizing the DC Minimum Wage Act;

ii. pay all wages earned, including overtime wages, to Defendants' employees at least twice during each calendar month, on regular paydays designated in advance;

iii. maintain a record of each hour worked, each day worked, and each week worked by any employee, as well as earnings and payroll records;

iv. when paying Defendants' employees, provide the employees with records explaining their pay, reflecting their hours, demonstrating their hourly wage, and demonstrating any deductions; and

v. when an employee of Defendants resigns or is terminated, promptly pay the employee's wages.

C. Award to each Plaintiff and to each member of the collective and class actions his or her unpaid wages and overtime premiums plus an equal amount of liquidated damages as required by FLSA, the DC Minimum Wage Act, and the DC Wage Payment Act;

D. Award Plaintiffs pre judgment interest on all amounts owed;

E. Award Plaintiffs their costs and reasonable attorneys' fees incurred in this action, as provided by 29 U.S.C. § 216(b), D.C Code § 32-1012(c), and D. C. Code § 32-1308(b).

F. Grant such other and further relief as the court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs, along with members of the collective action and of the class action, demand a trial by jury on all issues so triable.

Dated: April 6, 2012

Respectfully submitted,



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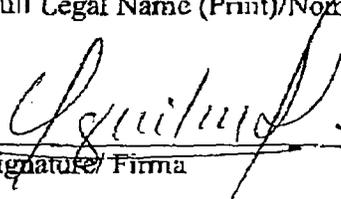
# **Exhibit A**

CONSENT TO FILE SUIT UNDER  
THE FAIR LABOR STANDARDS ACT and  
THE DISTRICT OF COLUMBIA MINIMUM WAGE LAW

English/Ingles: By signing this notice, I hereby consent to be a Plaintiff in a lawsuit seeking unpaid wages and overtime compensation, and any other benefit, including liquidated damages, available under the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*), and the District of Columbia Minimum Wage Law (D.C. Code §32-1001 *et seq.*), from J.E.R. Construction, LLC; J's Drywall, Inc.; Jose Flores; Rueben Sanchez; Eligio Baltiarra; John Doe, and/or any other Defendants in this lawsuit.

Español/Spanish: En firmar esta notificación, doy mi consentimiento a ser un Demandante en una demanda que busca compensación por sueldo no pagado y tiempo extra no pagado, y otros beneficios, incluyendo daños liquidados, disponibles bajo La Ley de Normas Justas De Trabajo (29 U.S.C. § 201 *et seq.*), y bajo La Ley de Salario Mínimo del Distrito de Columbia (D.C. Code §32-1001 *et seq.*), de parte de J.E.R. Construction, LLC; J's Drywall, Inc.; Jose Flores; Rueben Sanchez; Eligio Baltiarra; John Doe, y/o otras Demandado(s) en esta demanda.

Roberto Aguilar  
Full Legal Name (Print)/Nombre Completo en molde

  
Signature/ Firma

3537 Forest Dr  
Street Address/ Dirección

Alexandria VA. 22302  
City, State, Zip Code/ Ciudad, Estado, Código Postal

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Telephone Number/ Numero de Teléfono

3-12-12  
Date/ Fecha

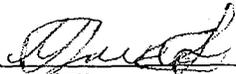
# **Exhibit B**

CONSENT TO FILE SUIT UNDER  
THE FAIR LABOR STANDARDS ACT and  
THE DISTRICT OF COLUMBIA MINIMUM WAGE LAW

English/Ingles: By signing this notice, I hereby consent to be a Plaintiff in a lawsuit seeking unpaid wages and overtime compensation, and any other benefit, including liquidated damages, available under the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*), and the District of Columbia Minimum Wage Law (D.C. Code §32-1001 *et seq.*), from J.E.R. Construction, LLC; J's Drywall, Inc.; Jose Flores; Rucben Sanchez; Eligio Baltiarrá; John Doe, and/or any other Defendants in this lawsuit.

Español/Spanish: En firmar esta notificación, doy mi consentimiento a ser un Demandante en una demanda que busca compensación por sueldo no pagado y tiempo extra no pagado, y otros beneficios, incluyendo daños liquidados, disponibles bajo La Ley de Normas Justas De Trabajo (29 U.S.C. § 201 *et seq.*), y bajo La Ley de Salario Mínimo del Distrito de Columbia (D.C. Code §32-1001 *et seq.*), de parte de J.E.R. Construction, LLC; J's Drywall, Inc.; Jose Flores; Rucben Sanchez; Eligio Baltiarrá; John Doe, y/o otras Demandado(s) en esta demanda.

René Fuentes  
Full Legal Name (Print)/Nombre Completo en molde

  
Signature/ Firma

843 S Greenbrier ST #81  
Street Address/ Dirección

ARlington V.A 22204  
City, State, Zip Code/ Ciudad, Estado, Código Postal

703 864 0833  
Telephone Number/ Numero de Teléfono

3.20.12  
Date/ Fecha



<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  <input type="checkbox"/> 530 Habeas Corpus-General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  <input type="checkbox"/> 442 Civil Rights-Employment (criteria: race, gender/sex, national origin, discrimination, disability age, religion, retaliation)  *(If pro se, select this deck)*	<input type="radio"/> <b>I. FOIA/PRIVACY ACT</b>  <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act)  *(If pro se, select this deck)*	<input type="radio"/> <b>J. Student Loan</b>  <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (excluding veterans)
<input checked="" type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 American w/Disabilities-Employment <input type="checkbox"/> 446 Americans w/Disabilities-Other	<input type="radio"/> <b>M. Contract</b>  <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  <input type="checkbox"/> 441 Civil Rights-Voting (if Voting Rights Act)

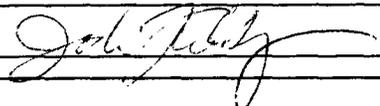
**V. ORIGIN**

1 Original Proceeding  
  2 Removed from State Court  
  3 Remanded from Appellate Court  
  4 Reinstated or Reopened  
  5 Transferred from another district (specify)  
  6 Multi district Litigation  
  7 Appeal to District Judge from Mag. Judge

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**  
 Fair Labor Standards Act, 29 U.S.C. § 201 et seq., for failure to pay wages and failure to pay overtime wages

**VII. REQUESTED IN COMPLAINT**      CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23       **DEMAND \$** \_\_\_\_\_      Check YES only if demanded in complaint  
**JURY DEMAND:**      YES       NO

**VIII. RELATED CASE(S) IF ANY**      (See instruction)      YES       NO       If yes, please complete related case form

DATE 4-6-2012      SIGNATURE OF ATTORNEY OF RECORD 

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the Cover Sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence Use 11001 to indicate plaintiff is resident of Washington, D.C., 88888 if plaintiff is resident of the United States but not of Washington, D.C., and 99999 if plaintiff is outside the United States
- III. CITIZENSHIP OF PRINCIPAL PARTIES This section is completed only if diversity of citizenship was selected as the basis of Jurisdiction under Section II
- IV. CASE ASSIGNMENT AND NATURE OF SUIT The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of case.
- VI. CAUSE OF ACTION Cite the US Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASES, IF ANY If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

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