

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IGNACIO BARAJAS MADRIGAL,)
individually and on behalf)
of others similarly situated,)

CASE NO. 18-cv-8337

Plaintiff,)

v.)

ROCCO FIORE & SONS, INC.,)
and ROCCO FIORE individually,)

Defendants.)

COLLECTIVE ACTION AND CLASS ACTION COMPLAINT

Plaintiff Ignacio Barajas Madrigal, individually and on behalf of others similarly situated, complains against Defendants Rocco Fiore & Sons, Inc. (“Rocco Fiore & Sons”) and Rocco Fiore, alleging claims under the Fair Labor Standards Act (“FLSA”); Illinois Minimum Wage Law (“IMWL”); the Illinois Wage Payment and Collection Act (“IWPCA”); and principles of Illinois contract theory. Plaintiff brings his FLSA claims as a collective action and pursuant to 29 U.S.C. § 216(b). Plaintiff brings his IMWL, IWPCA, and breach of contracts claims as a putative class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

INTRODUCTION

1. Rocco Fiore & Sons. is a landscaping company, which provides landscape architecture, site development and management services. For many years, Defendants have hired both local and H-2B visa workers to maintain grass and flowerbeds, install landscaping materials and throw away grass and garbage. During this time, Defendants made unauthorized deductions for uniforms from H-2B workers’ wages, did not pay workers for compensable travel time from

the company shop to the first work location, and did not pay H-2B workers their agreed-upon wages.

2. Plaintiff, on behalf of himself and others similarly situated, now seeks to recover unpaid minimum wages, unpaid overtime premium pay, and unpaid contract wages pursuant to Illinois law.

JURISDICTION AND VENUE

3. This Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 and 29 U.S.C. 216(b). The court has supplemental jurisdiction over Plaintiff's Illinois statutory and common law claims pursuant to 28 U.S.C. § 1367.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) & (c) because the acts or omissions that have given rise to Plaintiff's claims occurred within this District, and because Defendants reside in this District.

PARTIES

5. Plaintiff worked as a laborer for Defendants from April 2017 until October 2018. Plaintiff's job required him to perform landscaping work including cutting grass, watering plants, preparing the ground for planting, caring for and trimming trees and shrubs, spreading mulch, and performing fall cleanup.

6. Plaintiff is a Mexican citizen, who was admitted to the United States under the H-2B temporary foreign workers visa program administered by the U.S. Department of Labor pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b). Workers admitted to the United States under H-2B visas are commonly referred to as "H-2B workers."

7. Plaintiff and Class Members are comprised of both United States workers and H-2B workers from Mexico.

8. Defendant Rocco Fiore & Sons is an Illinois corporation that conducts business in this District and is headquartered in Illinois.

9. Defendant Rocco Fiore is an Illinois resident and President of Rocco Fiore & Sons, Inc. At all times relevant to this action, Rocco Fiore has performed business in this District.

10. On information and belief, at all times relevant to this action, Rocco Fiore exercised the authority to hire and fire Plaintiff and other class members, supervised and controlled their work schedules and conditions of employment, and determined their rate and method of payment.

Enterprise Status

11. During all relevant times, Defendants constituted an “enterprise engaged in commerce” as that term is defined in the FLSA because they performed related activities (either through unified operation or common control) for a common business purpose.

12. During all relevant times, Defendants engaged in over \$500,000 in annual sales or business.

13. During all relevant times, Defendants’ employees handled or sold goods or materials that moved in interstate commerce.

14. On information and belief, the tools and equipment that Plaintiff and other class members used in the regular course of their employment were built or assembled outside the State of Illinois and were transported through interstate commerce.

STATEMENT OF FACTS

Defendant's H-2B Labor Applications and Certifications

15. For a number of years during the past ten years, Defendants obtained labor through the H-2B temporary foreign worker visa program administered by the U.S. Department of Labor pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b).

16. Employers seeking the admission of H-2B workers must file an Application for Temporary Employment Certification with the Department of Labor. 20 C.F.R. § 655.20. In these applications for H-2B certification, employers must specify the wages and other terms and conditions of employment offered to the workers, including a minimum wage rate. 20 C.F.R. § 655, Subpart A.

17. In the years 2008, 2009, 2015, 2016, 2017, and 2018, Rocco & Fiore & Sons applied for and obtained Department of Labor certificates authorizing Rocco Fiore & Sons to employ H-2B workers to serve as landscapers in Defendants' job sites in Lake and Cook Counties.

18. In each of Rocco Fiore & Sons's H-2B applications and certifications, Rocco Fiore & Sons's agent affirmed and agreed, under penalty of perjury, that Rocco Fiore & Sons would comply "with applicable Federal, State and local employment laws and regulations."

19. At all relevant times, federal regulations applicable to the H-2B program provided as follows:

- a. "The job order must specify all deductions not required by law which the employer will make from the worker's pay; any such deductions not disclosed in the job order are prohibited." 20 C.F.R. 622.20(c)

b. “The employer must provide or reimburse the worker for transportation and subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad, to the place of employment if the worker completes 50 percent of the period of employment covered by the job order.” 20 C.F.R. 622.20(j)(i).

c. The employer must pay for such workers’ return transportation and daily subsistence if the workers have no immediate subsequent H-2B employment. 20 C.F.R. 622.20(j)(ii).

20. Rocco Fiore & Sons’s H-2B applications and certifications required the company to pay the following regular hourly wages to H-2B workers: \$12.32 in 2015; \$12.98 in 2016; \$13.81 in 2017; and \$14.09 in 2018.

21. The Department of Labor certified Rocco Fiore & Sons to employ ninety-five (95) H-2B workers from March 1 to December 10, 2008; ninety-five (95) H-2B workers from February 16 to December 15, 2009; forty (40) H-2B workers from April 15 to December 1, 2015; fifty-three (53) H-2B workers from April 15 to December 1, 2016; fifty-three (53) H-2B workers from April 1 to December 1, 2017; and fifty-five (55) H-2B workers from April 1 to December 1, 2018.

22. Under the H-2B regulations, Rocco Fiore & Sons was required to pay H-2B workers the “prevailing wage” established by the Department of Labor. Additionally, Rocco Fiore & Sons was required to offer to U.S. workers no less than the same benefits, wages, and working conditions that it offered to H-2B workers. 20 C.F.R. § 655.20(q).

Plaintiff Ignacio Barajas Madrigal and others similarly situated

23. In 2017 and 2018, Plaintiff was admitted into the United States (from Mexico) through Rocco Fiore & Sons's H-2B Application.
24. Defendants made deductions from Plaintiff's and other H-2B workers' wages for uniforms.
25. Uniform deductions were not authorized by Defendants' H-2B job orders.
26. In 2018, Plaintiff spent 1,500 pesos for his bus ticket from Zamora, Michoacán, Mexico to Monterrey, Nuevo Leon, Mexico on his way to Defendants' worksite.
27. In 2018, Plaintiff spent \$160 for his bus ticket from Monterrey, Nuevo Leon, Mexico to Chicago, Illinois on his way to Defendants' worksite.
28. In 2018, Plaintiff spent \$7 for a permit for border crossing while on his way to Defendants' worksite.
29. In 2018, Plaintiff spent \$130 on costs for meals between La Luz, Michoacán, Mexico and Defendants' worksite.
30. In 2018, Plaintiff spent 1,800 pesos on lodging expenses for his five days of travel from La Luz, Michoacán, Mexico to Defendants' worksite.
31. In 2017 and 2018, Rocco Fiore never reimbursed Plaintiff for any border crossing, subsistence, or transportation expenses that he incurred on his way to Defendants' worksite.
32. During the past ten years, Defendants never reimbursed other similarly situated H-2B workers for any border crossing, subsistence, or transportation expenses that they incurred on their way from Mexico to the Defendants' worksite.
33. The recruitment, immigration, travel and other expenses that Plaintiff and other similarly situated H-2B workers incurred were primarily for Defendants' benefit. Plaintiff and

other similarly situated H-2B workers would not have incurred these costs other than to work for Defendants.

34. Similarly, Defendants did not pay for Plaintiff's and other similarly situated H-2B workers' transportation and daily subsistence expenses that they incurred during their return trip to Mexico.

35. Though Defendants required Plaintiff and other workers to arrive for work at the company shop each morning, Defendants did not pay Plaintiff and other similarly situated laborers for travel time from the shop to the work site at the beginning of the workday.

36. Instead, Defendants paid Plaintiff and other similarly situated laborers beginning at the time that they arrived at their first work site each day.

37. Plaintiff frequently worked over forty hours in a workweek for Defendants, but he was not paid overtime premium pay for the compensable travel time at the beginning and end of his work shift. Sample pay stubs are attached as Exhibit A.

Breach of Contract Allegations

38. By virtue of their employment with Rocco Fiore & Sons, Plaintiff and other similarly situated H-2B workers had contracts with Rocco Fiore & Sons. These contracts incorporated the H-2B regulations existing at the time of their employment.

39. One of those regulations required Rocco Fiore & Sons to reimburse its H-2B workers for expenses related to border crossing, subsistence, and transportation once workers completed 50% of the period covered by the job order.

40. Another of the regulations required Rocco Fiore & Sons to make only those wage deductions authorized and disclosed in the job order.

41. A third regulation required Rocco Fiore & Sons to pay for H-2B workers' return transportation and daily subsistence expenses if the workers had no immediate subsequent H-2B employment.

42. Rocco Fiore & Sons did not reimburse Plaintiff and other similarly situated H-2B workers for expenses related to border crossing, subsistence, and transportation.

43. Rocco Fiore & Sons made deductions to Plaintiff's and other similarly situated H-2B workers' paychecks for uniforms, which deductions were not disclosed in the job orders.

44. Rocco Fiore & Sons did not pay Plaintiff and other similarly situated H-2B workers for their return transportation and daily subsistence expenses when workers had no immediate subsequent H-2B employment.

45. Plaintiff substantially performed his obligations under the employment contracts.

Collective Action and Class Action Allegations

46. Plaintiff brings the claim set forth in Count I alleging violations of the FLSA's minimum wage provisions, as an opt-in representative or collective action, on behalf of himself and all other H-2B workers who worked for Defendants during the past three years. Plaintiff has consented to be a party to this litigation. His written consent is attached as Exhibit B.

47. Plaintiff brings the claim set forth in Count II alleging violations of the FLSA's overtime pay provisions, as an opt-in representative or collective action, on behalf of himself and other laborers who worked for Defendants in excess of forty hours in a workweek during the past three years and who were paid on an hourly basis.

48. Plaintiff brings the claim set forth in Count III alleging violations of the IMWL's minimum wage provisions, as a class action pursuant to Rule 23 of the Federal Rules of Civil

Procedure, on behalf of himself and other H-2B workers who worked for Defendants during the past three years.

49. Plaintiff brings the claim set forth in Count IV alleging violations of the IMWL overtime pay provisions, as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and other laborers who worked for Defendants in excess of forty hours in a workweek during the past three years and who were paid on an hourly basis.

50. Plaintiff brings the claims set forth in Counts V, VI, and VII alleging violations of the IWPCA and the Illinois common law of contracts, as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and other similarly situated H-2B workers who worked for Defendants during the past ten years.

51. The classes defined above satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and 29 U.S.C. § 216(b).

52. The classes are so numerous and geographically dispersed that joinder of all members is impracticable, and the disposition of their claims in a class action will provide substantial benefits to both the parties and the Court. Each of the classes include at least fifty former and current employees of Defendants.

53. Common questions of law and fact predominate over individual issues affecting only individual class members. The common questions of law and fact include, among others, the following:

- a. Whether Defendants denied Plaintiff and other similarly situated H-2B workers the minimum wage under the FLSA and IMWL by not reimbursing their travel and visa expenses during their first week of work;
- b. Whether Defendants denied Plaintiff and other similarly situated workers overtime wages due and owing under the FLSA and IMWL by not paying the workers for compensable travel time;

- c. Whether Defendants denied Plaintiff and other similarly situated H-2B workers all wages owed under their work agreements, in violation of the IWPCA;
- d. Whether Defendants made deductions from Plaintiff and other similarly situated H-2B workers' wages, where those deductions were not authorized by Defendants' H-2B job orders;
- e. Whether Defendants breached their contract with Plaintiff and other similarly situated H-2B workers.

54. Plaintiff will fairly and adequately protect the interests of all class members.

55. Plaintiff's claims are typical of the claims of all class members. Plaintiff's

interest in obtaining monetary relief for Defendants' violations of the class members' rights is consistent with and is not antagonistic to those of any person within the classes.

56. Plaintiff has retained counsel competent and experienced in complex and class action litigation.

57. A class action is superior to other methods for the fair and efficient adjudication of the controversy alleged in this Complaint. Class action treatment will permit a large number of similarly situated persons to prosecute their modest, common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require.

58. The Court is not likely to encounter any difficulties that would preclude it from maintaining this case as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Individualized litigation also would present the potential for inconsistent or contradictory judgments.

Count I
Fair Labor Standards Act
Collective Action: Failure to Pay H-2B Workers The Minimum Wage

59. Plaintiff re-alleges and incorporates by reference paragraphs 1-58 above.

60. Defendants never reimbursed Plaintiff and others similarly situated for expenses related to border crossing, subsistence, and transportation.

61. Plaintiff incurred these expenses primarily for the benefit of Defendants. As a result, Defendants paid Plaintiff less than the applicable federal minimum wage for his first week of work. 29 U.S.C. § 206(a)

62. Defendants willfully violated the FLSA.

PRAYER FOR RELIEF

Plaintiff asks the Court to enter judgment against Defendants and issue an Order:

- a. Certifying this case as a collective action pursuant to 29 U.S.C. § 216(b);
- b. Appointing Plaintiff as representative of the collective action;
- c. Declaring that Defendants willfully violated the FLSA;
- d. Awarding Plaintiff and others similarly situated their unpaid minimum wages, plus an additional equal amount in liquidated damages, costs of suit, and reasonable attorneys' fees pursuant to 29 U.S.C. § 216(b);
- e. Awarding such other relief as this Court deems just and proper.

Count II

Fair Labor Standards Act

Collective Action: Failure to Pay Overtime Premiums For All Hours Worked

63. Plaintiff re-alleges and incorporates by reference paragraphs 1-62 above.

64. Defendants required Plaintiff and other workers to report to work at the company shop each morning, but they never paid Plaintiff and other workers for time they spent traveling from the shop to the first work site, nor did they pay Plaintiff and other workers for the time they spent travelling from the last work site to the company shop.

65. Plaintiffs and other workers worked for Defendants in excess of forty hours in a workweek. Defendants did not pay Plaintiff and other workers overtime premium pay for all hours worked in excess of forty in a workweek. 29 U.S.C. § 207(a).

66. Defendants willfully violated the FLSA.

PRAYER FOR RELIEF

Plaintiff asks the Court to enter judgment against Defendants and issue an Order:

- a. Certifying this case as a collective action pursuant to 29 U.S.C. § 216(b).
- b. Appointing Plaintiff as representative of the collective action;
- c. Declaring that Defendants willfully violated the FLSA;
- d. Awarding Plaintiff and others similarly situated their unpaid overtime premiums, plus an additional equal amount in liquidated damages, costs of suit, and reasonable attorneys' fees pursuant to 29 U.S.C. § 216(b).
- e. Awarding such other relief as this Court deems just and proper.

Count III

Illinois Minimum Wage Law

Class Action: Failure to Pay H-2B Workers the Minimum Wage

67. Plaintiff re-alleges and incorporates by reference paragraphs 1-66 above.

68. Defendants employed Plaintiff and other similarly situated H-2B workers.

69. Defendants never reimbursed Plaintiff or other H-2B workers for expenses related to border crossing, subsistence, and transportation costs.

70. Plaintiff and other H-2B workers incurred these expenses primarily for the benefit of Defendants. As a result, Defendants paid Plaintiff and other H-2B workers less than the applicable state minimum wage for their first week of work. 820 ILCS 105/1 *et seq.*

PRAYER FOR RELIEF

Plaintiff asks the Court to enter judgment against Defendants and issue an Order:

- a. Certifying this case as a class action pursuant to Rule 23(b)(3);
- b. Appointing Plaintiff as representatives of the class;
- c. Appointing the undersigned counsel as class counsel;
- d. Declaring that the actions complained of herein violated 820 ILCS 105/4;
- e. Awarding the class unpaid wages due as provided by the IMWL;
- f. Awarding the class prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- g. Awarding penalties in the amount of 2% of all unpaid wages for each month the unpaid wages remain delinquent, as contemplated by 820 ILCS 105/12(a);
- h. Awarding reasonable attorneys' fees and costs of this action as provided by the IMWL; and
- i. Awarding such other relief as this Court deems just and proper.

Count IV
Illinois Minimum Wage Law
Class Action: Failure to Pay Overtime Premiums For All Hours Worked

71. Plaintiff re-alleges and incorporates by reference paragraphs 1-70 above.

72. Defendants employed Plaintiff and other similarly situated workers.

73. Defendants did not pay Plaintiff or other similarly situated workers for the time they spent travelling from the company shop to the first work site each day. Nor did they pay Plaintiff and other similarly situated workers for time spent traveling from the last work site to the company shop.

74. Plaintiffs and other workers worked for Defendants in excess of forty hours in a workweek. Defendants did not pay Plaintiff and other similarly situated workers overtime premiums for all hours worked over forty hours in a workweek.

PRAYER FOR RELIEF

Plaintiff asks the Court to enter judgment against Defendants and issue an Order:

- a. Certifying this case as a class action pursuant to Rule 23(b)(3);
- b. Appointing Plaintiff as representative of the class;
- c. Appointing the undersigned counsel as class counsel;
- d. Declaring that the actions complained of herein violated 820 ILCS 105/4;
- e. Awarding the class unpaid wages due as provided by the IMWL;
- f. Awarding the class prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- g. Awarding penalties in the amount of 2% of all unpaid wages for each month the unpaid wages remain delinquent, as contemplated by 820 ILCS 105/12(a);
- h. Awarding reasonable attorneys' fees and costs of this action as provided by the IMWL; and
- i. Awarding such other relief as this Court deems just and proper.

Count V
Illinois Wage Payment and Collection Act
Class Action: Failure to Pay H-2B Workers for All Wages Worked Pursuant to an Agreed Upon Contract

75. Plaintiff re-alleges and incorporates by reference paragraphs 1-74 above.

76. Defendants employed Plaintiff and other similarly situated H-2B workers.

77. Defendants did not pay Plaintiff and other H-2B workers for all agreed-upon

wages. Specifically, Defendants did not:

- a. Reimburse Plaintiff and other H-2B workers for inbound and outbound border crossing, subsistence, and transportation expenses.
- b. Pay Plaintiff and other H-2B workers for time spent travelling from the shop to the first work site each day.
- c. Pay Plaintiff and other H-2B workers for time spent travelling from the last work site to the shop each day.

PRAYER FOR RELIEF

Plaintiff asks the Court to enter judgment against Defendants and issue an Order:

- a. Certifying this case as a class action pursuant to 735 ILCS 5/2-801;
- b. Appointing Plaintiff as representative of the class;
- c. Appointing the undersigned counsel as class counsel;
- d. Declaring that the actions complained of herein violated the IWPCA;
- e. Awarding the class unpaid wages due under the IWPCA;
- f. Awarding the class prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- g. Awarding penalties in the amount of 2% of all unpaid wages for each month the unpaid wages remain delinquent. 820 ILCS 115/14;
- h. Awarding reasonable attorneys' fees and costs of this action; and
- i. Awarding such other relief as this Court deems just and proper.

Count VI
Illinois Wage Payment and Collection Act
Class Action: Unlawful Uniform Deductions

78. Plaintiff re-alleges and incorporates by reference paragraphs 1-77 above.

79. Defendants employed Plaintiff and other similarly situated H-2B workers.

80. During the course of Plaintiff's and others similarly situated H-2B workers' employment, Defendants made deductions from their wages for uniforms.

81. Such deductions were not authorized or permitted by Defendants' H-2B job orders.

PRAYER FOR RELIEF

Plaintiff asks the Court to enter judgment against Defendants and issue an Order:

- a. Certifying this case as a class action pursuant to 735 ILCS 5/2-801;
- b. Appointing Plaintiff as representative of the class;
- c. Appointing the undersigned counsel as class counsel;

- d. Declaring that the actions complained of herein violated the IWPCA;
- e. Awarding damages as provided by the IWPCA;
- f. Awarding the class prejudgment interest on the back wages in accordance with 815 ILCS 205/2;
- g. Awarding penalties in the amount of 2% of all unpaid wages for each month the unpaid wages remain delinquent. 820 ILCS 115/14;
- h. Awarding reasonable attorneys' fees and costs of this action; and
- i. Awarding such other relief as this Court deems just and proper.

Count VII
Breach of Contract
Class Action: Against Rocco Fiore & Sons

81. Plaintiff re-alleges and incorporates by reference paragraphs 1-80 above.

82. Plaintiff's employment contract with Rocco Fiore & Sons incorporated the federal H-2B regulations.

83. At all relevant times, Plaintiff and other H-2B workers materially performed all employment duties and responsibilities required of them under the employment contracts described above.

84. Rocco Fiore & Sons breached Plaintiff's and other H-2B workers' employment contracts in the following ways:

- a. Rocco Fiore & Sons never reimbursed its H-2B workers for inbound border crossing, subsistence, and transportation expenses.
- b. Rocco Fiore & Sons made uniform deductions from H-2B workers' paychecks when those deductions were disclosed on the Department of Labor job order.
- c. Rocco Fiore & Sons never paid H-2B workers for their return transportation and daily subsistence expenses if the workers had no immediate subsequent H-2B employment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter an order:

- a. Certifying this case as a class action pursuant to Rule 23(b)(3);
- b. Appointing Plaintiff as representative of the class;
- c. Appointing the undersigned counsel as class counsel;
- d. Awarding damages for Rocco Fiore & Sons' breach of contract;
- e. Awarding such other relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues as to which a jury trial is available.

Dated: December 19, 2018

Respectfully submitted,

/s/Christopher J. Wilmes
One of the Attorneys for the Plaintiff

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Christopher J. Wilmes
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Farmworker & Landscaper Advocacy Project
33 N. LaSalle, Suite 900
Chicago, IL 60602
(312) 784-3541
litigation@flapillinois.org

Exhibit A

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION

Ignacio Barajas Madrigal

Soc Sec #: xxx-xx-xxxx Employee ID: 1310

Home Department: 5009 9102-Park Lawn Maint - I

Pay Period: 08/20/17 to 08/26/17

Check Date: 09/01/17 Check #: 237789

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	479.22	11019.56
NET PAY	479.22	11019.56

EARNINGS

DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Regular	40.00	13.8500	554.00	739.00	10235.16
Overtime	0.50	20.7750	10.39	132.00	2742.31
Holiday				20.00	277.00
Total Hours	40.50			891.00	
Gross Earnings			564.39		13254.47
Total Hrs Worked	40.50				

WITHHOLDINGS

DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
Social Security		35.00	821.78
Medicare		8.18	192.19
Fed Income Tax	S 4	22.33	808.22
IL Income Tax	0 4	19.66	412.72
TOTAL		85.17	2234.91

NET PAY	THIS PERIOD (\$) 479.22	YTD (\$) 11019.56
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Payrolls by Paychex, Inc.

0052 0052-5020 Rocco Fiore & Sons Inc • PO Box 454 • Highland Pk IL 60035 • (847) 680-1207

FOUR AND REMOVE

FOUR AND REMOVE

PERSONAL AND CHECK INFORMATION

Ignacio Barajas Madrigal
 Soc Sec #: xxx-xx-xxxx Employee ID: 1310
 Home Department: 5009 9102-Park Lawn Maint - I

Pay Period: 08/13/17 to 08/19/17
 Check Date: 08/25/17 Check #: 237511

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	486.75	10540.34
NET PAY	486.75	10540.34

EARNINGS

DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Regular	40.00	13.8500	554.00	699.00	9681.16
Overtime	1.00	20.7750	20.78	131.50	2731.92
Holiday				20.00	277.00
Total Hours	41.00			850.50	
Gross Earnings			574.78		12690.08
Total Hrs Worked	41.00				

WITHHOLDINGS

DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
Social Security		35.63	786.78
Medicare		8.34	184.01
Fed Income Tax	S 4	23.89	785.89
IL Income Tax	0 4	20.17	393.06
TOTAL		88.03	2149.74

NET PAY	THIS PERIOD (\$) 486.75	YTD (\$) 10540.34
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Payrolls by Paychex, Inc.

0052 0052-5020 Rocco Fiore & Sons Inc • PO Box 454 • Highland Pk IL 60035 • (847) 680-1207

Exhibit B

FLSA CONSENT FORM

I hereby consent to be part of the lawsuit against Rocco Fiore & Sons, Inc., its owner Rocco Fiore, and such other Defendants who may be added to the case in the future. I understand that the lawsuit alleges overtime violations under the Fair Labor Standards Act. I hereby give consent to the law firm of Hughes, Socol, Piers, Resnick & Dym and the Farmworker and Landscaper Advocacy Project to bring suit on my behalf.

Rocco Barajas
First and Last Name(s) (printed)

Rocco Barajas
Signature

10/09/18
Date

FORMULARIO DE CONSENTIMIENTO DE FLSA

Yo acepto ser parte de la demanda contra Rocco Fiore & Sons, Inc., su dueño Rocco Fiore, y otros Demandados que puedan ser agregados al caso en el futuro. Yo entiendo que la demanda alega violaciones de horas extras bajo la Ley de Normas Justas de Trabajo. Yo doy consentimiento a la firma de abogados Hughes, Socol, Piers, Resnick & Dym y Farmworker and Landscaper Advocacy Project-Ayuda para Trabajadores para presentar una demanda en mi nombre.

Rocco Barajas
Nombre y Apellido(s) (escritos)

Rocco Barajas
Firma

10/09/18
Fecha

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Landscaping Company Rocco Fiore & Sons Facing H-2B Visa Workers' Wage and Hour Lawsuit](#)
