

**IN THE UNITED STATES DISTRICT COURT
FOR DISTRICT OF MASSACHUSETTS**

MAXIMILIANO DIAZ PEREZ, LORENZO
SUAR PANJOJ, MARIA LUCRECIA
TZAMPOP GOMEZ, YOHANGLY MISHELL
GARCIA MENDEZ and MAILY ADRIANA
VELASQUEZ MORALES,

Plaintiffs,

v.

MARDER TRAWLING, INC., FRANCISCO
IXCOTOYAC DIONICIO, individually, and
WORKFORCE UNLIMITED, INC. and
ANDREW WILKE, individually,

Defendants.

Case No.

Judge

CLASS ACTION COMPLAINT

Plaintiffs¹ Maximiliano Diaz Pérez (“Diaz”), Lorenzo Suar Panjoj (“Suar”), Maria Lucrecia Tzampop Gomez (“Tzampop”), Yohangly Mishell Garcia Méndez (“Garcia”) and Maily Adriana Velásquez Morales (“Velásquez”) (collectively “Plaintiffs”), on behalf of themselves and all other persons similarly situated, known and unknown, for their Complaint against Marder Trawling, Inc. (“Marder”), Francisco Ixcotoyac Dionicio (“Ixcotoyac”), Workforce Unlimited, Inc. (“Workforce”) and Andrew Wilke (“Wilke”) (collectively “Defendants”), state as follows:

¹ Plaintiffs were recruited and/or hired by Defendant Francisco Ixcotoyac Dionicio. In the case of Plaintiff Diaz, for example, he has been put on payroll as Maximiliano Diaz and has also alternately been known as Maximiliano Perez. In the case of Plaintiff Suar, he has been put on payroll as Adrian Lopez Diaz, and has also alternately been known as Lorenzo Suar. In the case of Plaintiff Tzampop, she has been put on payroll as Lucrecia Tzampop Gonzalez and has alternately been known as Lucrecia Tzampop and Lucrecia Tampop. In the case of Plaintiff Garcia, she has been put on payroll with a name she does not currently recall and has also alternatively been known as Mishell Garcia. In the case of Plaintiff Velazquez, she has been put on payroll as Mardeny Lopez and has also alternatively been known as Adriana Velazquez and Adriana Velazquez Morales.

I. INTRODUCTORY STATEMENT

1. This lawsuit is brought to recover wages extorted and stolen from low-wage residents of Massachusetts and Rhode Island who, through a scheme involving Marder, a New Bedford area seafood processing company, its plant manager, and its staffing agency, Workforce, in which workers, both directly hired by Marder and contracted to work at Marder through Workforce, were forced to pay extorted cash payments of approximately \$100 per week to the Plant Manager at Marder as a condition of employment in violation of federal and Massachusetts law and, for those contracted to work through Workforce who lived in Rhode Island, were required to take transportation from and pay approximately \$60 per week to Marder and Workforce, and their respective agents and employees, as a condition of employment.²

II. NATURE OF THE CASE

2. This lawsuit arises under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* (“FLSA”), M.G.L. c. 149, §§ 148 (“MA Wage Act”) and 159C(d) (“MA Temporary Workers Right to Know Law”, hereafter the “MA TWRTK Law”) and M.G.L. c. 151 § 1. /1 *et seq.* (“MA Minimum Wage Law”) for claims from January 1, 2021 to May 27, 2025 (“Relevant Time Period”) against the Defendants and their agents for: (a) Defendants’ failure to pay overtime wages as a result of unlawful coerced weekly kickback charges (“Extorted Kickback Deductions”) and excessive ride charges (“Excessive Ride Charge Deductions”) from the wages of Plaintiffs and other similarly situated employees, whether directly hired or contracted through Workforce and assigned to Marder (the “Class”) in which they worked in excess of forty (40) hours in individual work weeks in violation of the FLSA’s requirement that wages be paid “free and clear” and in

² Prior to the filing of this lawsuit, Defendant Ixcotoyac did make partial payments to the Plaintiffs and some of the putative class members toward the underlying owed wages and statutory damages. The specific amounts will be determined in discovery and Plaintiffs intend to treat those payments as a set-off against the total amount owed to each Plaintiff and putative class member.

violation of the MA Minimum Wage Law and the MA Wage Act; (b) Defendants' unlawful deduction of funds for Extorted Kickback Deductions and Excessive Ride Charge Deductions from the wages of Plaintiffs and the Class, including from Plaintiff Diaz (the "Marder Plaintiff") and other similarly situated employees directly hired by Marder (the "Marder Subclass") and Plaintiffs Suar, Tzampop, Garcia and Velásquez ("Workforce Plaintiffs") and other similarly situated employees contracted through Workforce to work at Marder (the "Workforce Subclass"); (c) Defendants' unlawful Excessive Ride Charge Deductions from Plaintiffs Tzampop and Garcia and other similarly situated employees who lived in Rhode Island, were hired by Workforce Unlimited, Inc. and assigned to work at Marder Trawling, Inc. (the "Rhode Island Subclass") as the charges for transportation from Rhode Island to Marder were greater than the actual cost of the transportation and were in excess of 3% of the daily wage of Plaintiffs Tzampop and Garcia and the Rhode Island Subclass in violation of the MA TWRTK Law; (d) Defendants Marder and Ixcotoyac's failure to provide the Marder Plaintiff and Marder Subclass with a check stub containing information the legislature has determined is important, including total hours worked and total wages paid, total overtime hours worked and overtime wages paid, and an accounting of all deductions from their pay, including the amounts of the Extorted Kickback Deduction in violation of the MA Wage Act; (e) Defendants Workforce and Wilkes' failure to provide the Workforce Plaintiffs and Workforce Subclass with a check stub containing information the legislature has determined is important, including total hours worked and total wages paid, total overtime hours worked and overtime wages paid, and an accounting of all deductions from their pay, including the amounts of the Extorted Kickback Deduction and/or the Excessive Ride Charge Deductions, in violation of the MA Wage Act; and (f) Defendants Workforce and Wilkes' failure to provide the Workforce Plaintiffs and Workforce Subclass with a notice containing information

about any charges for transportation by Workforce or Marder, the work site employer, or about their rights under the MA TWRTK Law, in violation of the MA TWRTK Law.

3. For claims arising under the FLSA for the Extorted Kickback Deductions to the Marder Plaintiff Diaz and Marder Subclass, Plaintiff Diaz brings this suit as a collective action pursuant to Section 216(b) of the FLSA. 29 U.S.C. §216(b). The consent to represent of Plaintiff Diaz is attached hereto as Exhibit A.

4. For claims arising under the FLSA for the unlawful Extorted Kickback Deductions and Excessive Ride Charge Deductions to the Workforce Plaintiffs and Workforce Subclass, the Workforce Plaintiffs bring this suit as a collective action pursuant to Section 216(b) of the FLSA. 29 U.S.C. §216(b). The consents to represent of Plaintiffs Suar, Tzampop, Garcia and Velasquez are attached hereto as Exhibits B through E, respectively.

5. For claims arising under the MA Minimum Wage Law, MA Wage Theft and MA TWRTK Law as a class action pursuant Fed. R. Civ. P. Rule 23.

III. JURISDICTION AND VENUE

6. This Court has jurisdiction over Plaintiffs' FLSA claims pursuant to 29 U.S.C. §216(b). This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. §1367. Plaintiffs bring their class claims pursuant to Fed. R. Civ. P. Rule 23.

7. Venue is proper in this judicial district as a substantial number of the facts and events giving rise to Plaintiffs' claims occurred in this judicial district and as Defendants have maintained offices and transacted business within this jurisdiction at all relevant times.

IV. PARTIES

Plaintiffs

8. At all relevant times, Marder Plaintiff Maximiliano Diaz Perez has:

- a. resided in and been domiciled in New Bedford, Massachusetts, within this judicial district;
 - b. handled goods that have moved in interstate commerce;
 - c. been employed by Marder and Defendant Ixcotoyac from approximately August 2023 to the present;
 - d. earned between \$19.25 and \$20.25 per hour for his work at Marder; and
 - e. worked for and been an “employee” of Defendants Marder Trawling, Inc. and Francisco Ixcotoyac as that term is defined by the FLSA, the MA Wage Act and the MA Minimum Wage Law.
9. At all relevant times, Workforce Plaintiff Lorenzo Suar Panjoj has:
- a. resided in and been domiciled in New Bedford, Massachusetts, within this judicial district;
 - b. handled goods that have moved in interstate commerce;
 - c. been employed by Workforce and assigned to work for Marder and Defendant Ixcotoyac from approximately January 2020 to the present;
 - d. earned between \$16 and \$20 per hour for his work at Marder;
 - e. worked for and been an “employee” of Defendants Workforce Unlimited, Inc. and Andrew Wilke as that term is defined by the FLSA, the MA Wage Act, the MA Minimum Wage Law and the MA TWRTK Law; and
 - f. worked for and been jointly employed, along with Workforce and Wilke, by Marder Trawling, Inc. and Francisco Ixcotoyac from as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law.
10. At all relevant times, Workforce Plaintiff Maria Lucrecia Tzampop Gomez has:
- a. resided in and been domiciled in Providence, Rhode Island and then, subsequently in New Bedford, Massachusetts within this judicial district;
 - b. handled goods that have moved in interstate commerce;
 - c. been employed by Workforce and assigned to work for Marder and Defendant Ixcotoyac from approximately March 2023 to the present;
 - d. earned between \$16 and \$19 per hour for her work at Marder;
 - e. worked for and been an “employee” of Defendants Workforce Unlimited,

Inc. and Andrew Wilke as that term is defined by the FLSA, the MA Wage Act, the MA Minimum Wage Law and the MA TWRTK Law; and

- f. worked for and been jointly employed, along with Workforce and Wilke, by Marder Trawling, Inc. and Francisco Ixcotoyac from as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law.

11. At all relevant times, Workforce Plaintiff Yohangly Mishell Garcia Mendez has:

- a. resided in and been domiciled in Providence, Rhode Island;
- b. handled goods that have moved in interstate commerce;
- c. been employed by Workforce and assigned to work for Marder and Defendant Ixcotoyac from approximately March 2024 to the present;
- d. earned between \$18 and \$19 per hour for her work at Marder;
- e. worked for and been an “employee” of Defendants Workforce Unlimited, Inc. and Andrew Wilke as that term is defined by the FLSA, the MA Wage Act, the MA Minimum Wage Law and the MA TWRTK Law; and
- f. worked for and been jointly employed, along with Workforce and Wilke, by Marder Trawling, Inc. and Francisco Ixcotoyac from as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law.

12. At all relevant times, Workforce Plaintiff Maily Adriana Velásquez Morales has:

- a. resided in and been domiciled in New Bedford, Massachusetts, within this judicial district;
- b. handled goods that have moved in interstate commerce;
- c. been employed by Workforce and assigned to work for Marder and Defendant Ixcotoyac from approximately November 2023 to the present;
- d. earned between \$17.50 and \$19 per hour for her work at Marder;
- e. worked for and been an “employee” of Defendants Workforce Unlimited, Inc. and Andrew Wilke as that term is defined by the FLSA, the MA Wage Act, the MA Minimum Wage Law and the MA TWRTK Law; and
- f. worked for and been jointly employed, along with Workforce and Wilke, by Marder Trawling, Inc. and Francisco Ixcotoyac from as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law.

Defendants

13. At all relevant times, Defendant Marder Trawling, Inc. has:
 - a. been a corporation organized under the laws of the state of Massachusetts and been located in and conducted business within this judicial district;
 - b. been an “enterprise” as defined by in Section 3(r)(1) of the FLSA, 29 U.S.C. § 203(r)(1), and is an enterprise engaged in commerce, or in the production of goods for commerce, within the meaning of Section 3(s)(1)(A) and Defendant’s annual gross volume of sales or business done exceeds \$500,000, exclusive of excise taxes;
 - c. had two or more employees who have handled goods which have moved in interstate commerce;
 - d. through the Marder Plant Manager and other management employees of Marder, had the authority to, *inter alia*, hire and fire, discipline, direct, set schedules for, and set wages for Marder Plaintiff Diaz and the Marder Subclass;
 - e. been Marder Plaintiff Diaz’s “employer” as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law;
 - f. through the Marder Plant Manager and other management employees of Marder, had the authority to, *inter alia*, contract for and terminate the assignment of, discipline, direct, set schedules for, and set wages for Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and other members of the Workforce Subclass;
 - g. been a joint “employer” of Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law; and
 - h. has been a “work site employer” of Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass as that term is defined by the MA TWRTK Law.

14. At all relevant times, Francisco Ixcotoyac Dionicio has:
 - a. resided in and been domiciled in Lincoln, Rhode Island;
 - b. been employed by Marder Trawling, Inc. as the Plant Manager of the company’s New Bedford, MA seafood processing facility from approximately 2021 to approximately May 27, 2025;
 - c. acted directly or indirectly in the interest of Marder Trawling, Inc. with regard to its seafood processing operations in New Bedford, MA;

- d. had the authority to, *inter alia*, hire and fire, discipline, direct, set schedules for, and set wages for Marder Plaintiff Diaz and the Marder Subclass;
 - e. been the “employer” of Marder Plaintiff Diaz and the Marder Subclass as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law;
 - f. had the authority to, *inter alia*, contract for and terminate the assignment of, discipline, direct, set schedules for, and indirectly set wages for Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass;
 - g. been a joint “employer” of Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass as that term is defined by the FLSA, the MA Wage Act and the MA Fair Minimum Wage Law; and
 - h. has been a “work site employer” of Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass as that term is defined by the MA TWRTK Law.
15. At all relevant times, Defendant Workforce Unlimited, Inc. has:
- a. been a corporation organized under the laws of the state of Rhode Island, employed residents of Rhode Island and Massachusetts and conducted business within this judicial district;
 - b. has been a “staffing agency” as that term is defined in the MA TWRTK Law;
 - c. been an “enterprise” as defined by in Section 3(r)(1) of the FLSA, 29 U.S.C. § 203(r)(1), and is an enterprise engaged in commerce, or in the production of goods for commerce, within the meaning of Section 3(s)(1)(A) and Defendant’s annual gross volume of sales or business done exceeds \$500,000, exclusive of excise taxes;
 - d. had two or more employees who have handled goods which have moved in interstate commerce;
 - e. had the authority to, *inter alia*, hire and terminate the employment of, contract for and terminate the assignment of, contract out the services of, determine the assignment to other Work Site Employers, including Marder, discipline and set wages for Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass; and
 - f. been Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez “employer” as that term is defined by the FLSA, the MA Wage Act, the MA Minimum Wage Law and the MA TWRTK Law.

16. At all relevant times, Andrew Wilke has:
 - a. resided in and been domiciled in Rhode Island;
 - b. been the principal of Workforce Unlimited, Inc., acting as its President, Treasurer, Secretary and Director;
 - c. has been a “staffing agency” as that term is defined in the MA TWRTK Law;
 - d. acted directly or indirectly in the interest of Workforce Unlimited, Inc. with regard to its business of contracting temporary employees;
 - e. had the authority to, *inter alia*, hire and terminate the employment of, contract for and terminate the assignment of, contract out the services of, determine assignment to other Work Site Employers, including Marder, discipline and set wages for Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass; and
 - f. been Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez “employer” as that term is defined by the FLSA, the MA Wage Act, the MA Fair Minimum Wage Law and the MA TWRTK Law.

V. COMMON FACTS

17. Marder is a seafood processing plant located at 57 Hassey Street in New Bedford, MA (“Marder”).

18. Approximately 20% of the workers Marder employs were directly hired by and paid by Marder (“Marder Direct Hire Employees”).

19. During the Relevant Time Period, Marder contracted with Workforce for workers who are employed jointly by Workforce and Marder to perform work similar to and side by side with the Marder Direct Hire Employees at Marder’s New Bedford sea food processing facility (the “Workforce Employees at Marder”).

20. During the Relevant Time Period, the Workforce Employees at Marder were hired and paid by Workforce and Defendant Wilke and assigned to work at Marder.

21. During the Relevant Time Period, the Workforce Employees at Marder were under the control of Marder and its management and supervisory employees, including Defendant

Ixcotoyac, in that such employees were subject to termination of the assignment by Marder, were using Marder's equipment and facilities, were scheduled by and supervised by Marder employees and were paid wages based on the contracted hourly rate negotiated between Marder and Workforce.

22. Approximately 80% of the workers at Marder came from Workforce.

23. Marder hired Francisco Ixcotoyac in approximately 1998 as a floor worker.

24. Between 1998 and 2021, Marder promoted Defendant Ixcotoyac to various positions at Marder's New Bedford facility.

25. In 2021, Marder promoted Defendant Ixcotoyac to be the Plant Manager at Marder empowering him to be the ultimate authority of the company's New Bedford facility, including in relation to the Marder Direct Hire Employees and the Workforce Employees at Marder.

26. During the Relevant Time Period, Defendant Ixcotoyac resided in Rhode Island, which gave him access to an expanded pool of workers beyond the New Bedford region.

27. Defendant Ixcotoyac recruited workers to work at Marder and had an arrangement whereby Defendants Workforce and Wilke would put those workers on payroll and assign them to Marder.

28. During the Relevant Time Period, Defendant Ixcotoyac owned multiple vans in which he could transport workers from Rhode Island to the Marder facility in New Bedford, MA.

29. During the Relevant Time Period, Defendant Ixcotoyac required the employees he recruited from Rhode Island, members of the Rhode Island Subclass, to be transported to Marder in his vans.

30. During the Relevant Time Period, members of the Rhode Island Subclass were required to take transportation to Marder arranged by the Defendants as a condition of employment and were charged approximately \$60 per week (or \$12 per day), for such transportation.

31. Within the scope of authority granted to Defendant Ixcotoyac by Marder was the cost effective operation of the company's New Bedford facility, including keeping labor cost low.

32. Using the authority granted by Marder, Defendant Ixcotoyac set and controlled the hourly rate close to minimum wage permitted in Massachusetts for Marder Direct Hire Employees during the Relevant Time Period.

33. Using the authority granted by Marder, Defendant Ixcotoyac set the hourly rate of the Workforce Employees at Marder at or near the minimum wage rate permitted in Massachusetts by entering into an agreement with Defendants Workforce and Wilke which reimbursed those Defendants at a certain hourly rate sufficient to pay only at or near the Massachusetts minimum wage.

34. Marder and Workforce were aware or reasonably should have been aware that Defendant Ixcotoyac was setting and controlling the hourly rate for Workforce Employees at Marder at a rate that allowed payment to the Workforce Employees at Marder only at or near the minimum wage rate during the Relevant Time Period.

35. Within the Relevant Time Period, Defendant Marder left it to Defendant Ixcotoyac to supplement his salary from Marder as he saw fit.

36. Within the Relevant Time Period, Defendant Ixcotoyac, acting within the scope of his employment with Marder, supplemented his salary by deducting from Marder Plaintiff Diaz and Marder Subclass's earned wages, through direct cash payments to Defendant Ixcotoyac, approximately a \$100 weekly Extorted Kickback Deduction as a condition of keeping their jobs.

37. Marder benefitted from the agreement because it was able to retain Defendant Ixcotoyac at a lower salary than the market permitted for a plant manager.

38. Marder benefitted from the agreement because, through its agent Ixcotoyac, it was able to reduce its labor cost.

39. Marder knew or should have known that Marder Plaintiff Diaz and the Marder Subclass were required to pay the Extorted Kickback Deduction to Marder through its agent in exchange for keeping their jobs.

40. During the Relevant Time Period, in certain individual work weeks, Marder Plaintiff Diaz and the Marder Subclass worked in excess of forty (40) hours.

41. In work weeks during the Relevant Time Period in which Marder Plaintiff Diaz and the Marder Subclass worked in excess of forty (40) hours, Marder Plaintiff Diaz and the Marder Subclass were not paid time and one half their regular hourly wage rate as a result of the Extorted Kickback Deductions.

42. During the Relevant Time Period, Defendant Ixcotoyac, acting within the scope of his employment with Marder, supplemented his salary by deducting from the wages of the Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass, through direct cash payments, approximately a \$100 weekly Extorted Kickback Deduction paid to Defendants as a condition of employment.

43. During the Relevant Time Period, Defendant Ixcotoyac, acting within the scope of his employment with Marder, supplemented his salary by deducting from the wages of the Rhode Island Plaintiffs Tzampop and Garcia and the Rhode Island Subclass, through direct cash payments, an approximately \$60 weekly charge for rides in vans owned and operated by Defendant

Ixcotoyac from Rhode Island to the Marder facility in New Bedford, MA and back to Rhode Island, or approximately a \$12.00 daily ride charge, as a condition of employment.

44. Marder benefitted from the agreement because it was able to retain Defendant Ixcotoyac at a lower salary than the market permitted for a plant manager.

45. Marder knew or should have known that Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass were required to pay the Extorted Kickback Deduction to Marder in exchange for keeping their jobs.

46. Marder knew or should have known that Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass were required to pay the Excessive Ride Charge Deduction in exchange for keeping their jobs.

47. Workforce and its principal, Defendant Wilke, benefitted from the agreement because the agreement with Defendants Ixcotoyac and Marder assured Defendants Workforce and Wilke that Defendants Marder and Ixcotoyac would continue to contract with Defendants Workforce and Wilke for their employees.

48. Within the Relevant Time Period, as a result of the Extorted Kickback Deductions and/or Excessive Ride Charge Deductions, Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass's hourly wage rate fell below the then-applicable Massachusetts minimum wage rate while working at Marder.

49. During the Relevant Time Period, in certain work weeks, Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass worked in excess of forty (40) hours.

50. In work weeks during the Relevant Time Period in which Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and other similarly situated Workforce Employees assigned

to work at Marder worked in excess of forty (40) hours at Marder, Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass were not paid time and one half their regular hourly wage rate as a result of the Extorted Kickback Deductions and/or Excessive Ride Charge Deductions.

51. Defendants Marder and Ixcotoyac did not provide Marder Plaintiff Diaz and the Marder Subclass with a check stub showing all of the required information, including an accounting of all deductions made from the wages of each, such as the Extorted Kickback Deduction.

52. Defendants Workforce and Wilke did not provide the Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass assigned to work at Marder with a check stub showing all of the required information, including an accounting of all deductions made from the wages such as the Extorted Kickback Deductions and/or the Excessive Ride Charge Deductions.

53. Defendants Workforce and Wilke did not provide the Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass with notice of the fees charged to them for transportation, including the Excessive Ride Charge Deductions, by Defendants Workforce and Wilke and/or Defendants Marder and Ixcotoyac, or about their rights under the MA TWRTK Law.

54. Defendants Workforce and Wilke did not provide the Workforce Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass with a notice containing information about their rights under the MA TWRTK Law.

VI. CLASS ALLEGATIONS

55. Plaintiffs will seek to certify their claims arising under the MA Wage Act and the MA Minimum Wage Law (Count II), the MA Wage Act (Counts III – V; VII – VIII); and under the MA TWRTK Law (Count VI and IX) as a class action pursuant to Fed. R. Civ. P. Rule 23.

56. Plaintiffs will ask the Court to determine the rights of the parties pursuant to the above-referenced statutes and common law and will ask the Court to direct the Defendants to account for all hours worked, wages paid and deductions and charges made from payment to the class members during the temporality of the class.

57. Plaintiffs seek to represent the following class which is defined as:

Plaintiffs and all similarly situated employees who have been directly employed by Marder Trawling, Inc. or employed by Workforce Unlimited, Inc. and assigned to work at Marder Trawling, Inc. and who paid money to Francisco Ixcotoyac in the period of January 1, 2021 up through and including May 27, 2025 (the “Class”).

58. Plaintiffs further seek to represent the following subclasses which are defined as:

a. The “Marder Subclass” is defined as and composed of:

Plaintiff Diaz and other similarly situated employees who were directly employed by Marder Trawling, Inc. and who paid money to Francisco Ixcotoyac in the period of January 1, 2021 up through and including May 27, 2025.

b. The “Workforce Subclass” is defined as and composed of:

Plaintiffs Suar, Tzampop, Garcia and Velasquez and other similarly situated employees who were hired by Workforce Unlimited, Inc. and assigned to work at Marder Trawling, Inc. and who paid money to Francisco Ixcotoyac in the period of January 1, 2021 up through and including May 27, 2025.

c. The “Rhode Island Subclass” is defined as and composed of .

Plaintiffs Tzampop and Garcia and other similarly situated employees who lived in Rhode Island, were hired by Workforce Unlimited, Inc. and assigned to work at Marder Trawling, Inc. and who paid money to

Francisco Ixcotoyac in the period of January 1, 2021 up through and including May 27, 2025.

59. Counts II – IX are brought pursuant to Fed. R. Civ. P. Rule 23(a) and (b) because:
- a. the Class is so numerous that joinder of all members is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that more than fifty (50) individuals meet the definition of the Class over the Class Period;
 - b. There are questions of fact or law common to the Class and Subclasses, which common questions predominate over any questions affecting only individual members such as:
 - (i) Whether Plaintiffs and the Class were required to pay kickbacks to Defendants;
 - (ii) Whether Defendants Marder and Ixcotoyac jointly employed the Marder Plaintiff and the Marder Subclass; and
 - (iii) Whether Defendants jointly employed the Workforce Plaintiffs and the Workforce Subclass;
 - c. The Class Representatives and the Members of the Class and Subclasses have been equally affected by the kickback schemes and unlawful deductions and charges for rides as well as failure to pay minimum wages, overtime wages and other earned wages and failure to provide proper notices;
 - d. Given the nature of the temporary staffing, members of the class will be reluctant to bring forth claims for fear of retaliation;
 - e. The Class Representatives, Class Members and Defendants have a commonality of interest in the subject matter and remedies sought and the Class Representatives are able to fairly and adequately represent the interest of the classes. If individual actions were required to be brought by each Class Member and Subclass Member injured or affected, the result would be a multiplicity of actions creating a hardship on the Class, Defendants and the Court.

60. Therefore, a class action is an appropriate method for the fair and efficient adjudication of this lawsuit.

COUNT I
Violation of the FLSA – Overtime Wages “Free and Clear”
All Plaintiffs on behalf of the Collective against all Defendants
Section 216(b) Collective Action

61. Plaintiffs incorporate and re-allege paragraphs 1 through 60 as though set forth herein.

62. This Count arises from a violation of the FLSA for Defendants' failure to pay the overtime wages to Plaintiffs and the Class "free and clear."

63. Defendants suffered and permitted Plaintiffs and the Class to work in excess of forty (40) hours in individual work weeks since 2021.

64. Plaintiffs and the Class were entitled to be paid their wages "free and clear" without deduction, including overtime wages in weeks in which they worked more than forty (40) hours.

65. During the Relevant Time Period, as a result of the reduction in their salary due to the Extorted Kickback Deductions implemented by Defendants as described more fully in ¶¶ 17 – 54 *supra*, Plaintiffs and the Class were not paid their overtime wages "free and clear" as required by the FLSA.

66. During the Relevant Time Period, as a result of the reduction in their salary due to the Excessive Ride Charge Deductions implemented by Defendants as described more fully in ¶¶ 17 – 54 *supra*, Plaintiffs and the Class were not paid their overtime wages "free and clear" as required by the FLSA.

67. Plaintiffs and the Class were entitled to be paid at time and a half their regular rate of pay for all time worked in excess of forty (40) hours in individual work weeks without reduction of their earned wages.

68. During the Relevant Time Period, Plaintiffs and the Class were not paid time and a half their regular rate of pay for all time worked in excess of forty (40) hours in individual work weeks without reduction of their earned wages as described more fully in ¶¶ 17 – 54 *supra*.

69. Defendants' failure to pay Plaintiffs and the Class at time and a half their regular rate of pay for all time worked in excess of forty (40) hours in individual work weeks during the Relevant Time Period was a violation of the FLSA.

70. Defendant's failure to pay Plaintiffs and the Class at time and a half their regular rate of pay for all time worked in excess of forty (40) in individual work week during the Relevant Time Period was willful.

71. Pursuant to the FLSA, the Plaintiffs and the Class are entitled to recover unpaid overtime wages for three (3) years prior to the filing of this suit because Defendant's violation was willful.

72. Defendants conduct in denying Plaintiffs and the Class their overtime wages was coercive and oppressive in that Defendants preyed on vulnerable low-wage workers.

73. Because Defendants conduct in denying Plaintiffs and the Class their overtime wages was coercive and oppressive, Plaintiffs and the Class are entitled to equitable tolling of the statute of limitation and are entitled to recover overtime wages since January 1, 2021 when Defendant .

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a collective action pursuant to Section 216(b) of the FLSA;
- B. A judgment against all Defendants for Plaintiffs and the Class in the amount of unpaid overtime wages due to Plaintiffs and the Class as provided by the FLSA;
- C. Liquidated damages in the amount equal to the unpaid overtime wages;
- D. That the Court equitably toll the statute of limitation of the FLSA claims to January 1, 2021;
- E. That the Court declare that Defendants violated the FLSA;
- F. That the Court enjoin Defendant from violating the FLSA;

G. Reasonable attorneys' fees and costs of this action as provided by the FLSA.; and

H. Such other and further relief as this Court deems appropriate and just.

COUNT II

**Violation of MA Minimum Wage Law and the MA Wage Act – Overtime Wages
All Plaintiffs on behalf of the Class against all Defendants
Class Action**

74. Plaintiffs incorporate and re-allege paragraphs 1 through 73 as though set forth herein.

75. This Count arises from a violation of the MA Minimum Wage Law and the MA Wage Act for Defendants' failure to pay the overtime wages to Plaintiffs and the Class.

76. Defendants suffered and permitted Plaintiffs and the Class to work in excess of forty (40) hours in individual work weeks since 2021.

77. Plaintiffs and the Class were entitled to be paid their wages without deduction, including overtime wages in weeks in which they worked more than forty (40) hours.

78. During the Relevant Time Period, as a result of the reduction in their salary due to the Extorted Kickback Deductions implemented by Defendants as described more fully in ¶¶ 17 – 54 *supra*, Plaintiffs and the Class were not paid all of their overtime wages as required by the MA Minimum Wage Law.

79. During the Relevant Time Period, as a result of the reduction in their salary due to the Extorted Kickback Deductions implemented by Defendants as described more fully in ¶¶ 17 – 54 *supra*, Plaintiffs and the Class were not timely paid all of their overtime wages as required by the MA Wage Act.

80. During the Relevant Time Period, as a result of the reduction in their salary due to the Excessive Ride Charge Deductions implemented by Defendants as described more fully in ¶¶

17 – 54 *supra*, Plaintiffs and the Class were not paid all of their overtime wages as required by the MA Minimum Wage Law.

81. During the Relevant Time Period, as a result of the reduction in their salary due to the Excessive Ride Charge Deductions implemented by Defendants as described more fully in ¶¶ 17 – 54 *supra*, Plaintiffs and the Class were not timely paid all of their overtime wages as required by the MA Wage Act.

82. Plaintiffs and the Class were entitled to be paid at time and a half their regular rate of pay for all time worked in excess of forty (40) hours in individual work weeks without reduction of their earned wages.

83. During the Relevant Time Period, Plaintiffs and the Class were not paid time and a half their regular rate of pay for all time worked in excess of forty (40) hours in individual work weeks without reduction of their earned wages as described more fully in ¶¶ 17 – 54 *supra*.

84. Defendants' failure to pay Plaintiffs and the Class at time and a half their regular rate of pay for all time worked in excess of forty (40) hours in individual work weeks during the Relevant Time Period was a violation of the MA Minimum Wage Law.

85. Defendants' failure to timely pay Plaintiffs and the Class at time and a half their regular rate of pay for all time worked in excess of forty (40) in individual work weeks was a violation of the MA Wage Act.

86. Pursuant to the MA Minimum Wage Law, Plaintiffs and the Class are entitled to recover unpaid overtime wages for three (3) years prior to the filing of this suit.

87. Pursuant to the MA Wage Act, Plaintiffs and the Class are entitled to recover unpaid overtime wages for three (3) years prior to the filing of this suit.

88. Defendants conduct in denying Plaintiffs and the Class their overtime wages was coercive and oppressive in that Defendants preyed on vulnerable low-wage workers.

89. Because Defendants conduct in denying Plaintiffs and the Class their overtime wages was coercive and oppressive, Plaintiffs and the Class are entitled to equitable tolling of the statute of limitation and are entitled to recover overtime wages since January 1, 2021.

WHEREFORE, Plaintiffs pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. A judgment in the amount of unpaid overtime wages due to Plaintiffs and the Class as provided by the FLSA;
- C. Treble damages as provided for by the MA Minimum Wage Law and MA Wage Act;
- D. That the Court equitably toll the statute of limitation of the MA Minimum Wage Law and MA Wage Act claims to January 1, 2021;
- E. That the Court declare that Defendant violated the MA Minimum Wage Law and MA Wage Act;
- F. That the Court enjoin Defendant from violating the MA Minimum Wage Law and MA Wage Act;
- G. Reasonable attorneys' fees and costs of this action as provided by the MA Minimum Wage Law and MA Wage Act; and
- H. Such other and further relief as this Court deems appropriate and just.

COUNT III
Violation of the MA Wage Act
Unlawful Extorted Kickback Deductions
Plaintiff Diaz on behalf of the Marder Subclass
against Defendants Marder Trawling, Inc. and Francisco Ixcotoyac
Class Action

90. Plaintiffs incorporate and re-allege paragraphs 1 through 89 as though set forth herein.

91. This Count arises from a violation of the MA Wage Act for Defendants Marder and Ixcotoyac's unlawful deductions from the wages of Plaintiff Diaz and the Marder Subclass.

92. Plaintiff Diaz and the Marder Subclass were entitled to be paid their wages without unlawful deductions.

93. The Extorted Kickback Deductions implemented by Defendants Marder and Ixcotoyac in which Plaintiff Diaz and the Marder Subclass were required to pay a kickback to Defendants Marder and Ixcotoyac, as described more fully in ¶¶ 17 – 54 *supra*, constituted an unlawful deduction from Plaintiff Diaz and the Marder Subclass's wages in violation of the MA Wage Act.

94. During the Relevant Time Period, the Extorted Kickback Deductions were taken from Plaintiff Diaz and the Marder Subclass's wages by Defendants Marder and Ixcotoyac coercively and without authorization.

95. Pursuant to the MA Wage Act, Plaintiff Diaz and the Marder Subclass are entitled to recover funds unlawfully deducted from their wages for a period of three (3) years prior to the filing of this suit.

96. Defendants Marder and Ixcotoyac's conduct in making unlawful deductions from the wages of Plaintiff Diaz and the Marder Subclass was coercive and oppressive in that Defendants preyed on vulnerable low-wage workers.

97. Because Defendants Marder and Ixcotoyac's conduct in making unlawful deductions from the wages of Plaintiff Diaz and the Marder Subclass was coercive and oppressive, Plaintiffs and the Class are entitled to equitable tolling of the statute of limitation and are entitled to unlawfully deducted funds since January 1, 2021.

WHEREFORE, Plaintiff Diaz prays for a judgment against Defendants Marder and

Ixcotoyac as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. A judgment in the amount of unlawfully deducted wages due to Plaintiff Diaz and the Marder Subclass as provided by the MA Wage Act;
- C. Treble damages as provided for by the MA Wage Act;
- D. That the Court equitably toll the statute of limitation of the MA Wage Act claims to January 1, 2021;
- E. That the Court declare that Defendants Marder and Ixcotoyac violated the MA Wage Act;
- F. That the Court enjoin Defendants Marder and Ixcotoyac from violating the MA Wage Act;
- G. Reasonable attorneys' fees and costs of this action as provided by the MA Wage Act; and
- H. Such other and further relief as this Court deems appropriate and just.

COUNT IV
Violation of the MA Wage Act
Unlawful Extorted Kickback Deductions
Plaintiffs Suar, Tzampop, Garcia and Velasquez
on behalf of the Workforce Subclass against all Defendants
Class Action

98. Plaintiffs incorporate and re-allege paragraphs 1 through 97 as though set forth herein.

99. This Count arises from a violation of the MA Wage Act for Defendants' unlawful deductions from the wages of Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass.

100. Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass were entitled to be paid their wages without deduction.

101. During the Relevant Time Period, the Extorted Kickback Deductions implemented by Defendants in which Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce

Subclass were required to pay a kickback to Defendants as described more fully in ¶¶ 17 – 54 *supra*, constituted an unlawful deduction from Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass’s wages in violation of the MA Wage Act.

102. During the Relevant Time Period, the Extorted Kickback Deductions were taken from Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass’s wages by Defendants coercively and without authorization.

103. Pursuant to the MA Wage Act, Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass are entitled to recover funds unlawfully deducted from their wages for a period of three (3) years prior to the filing of this suit.

104. Defendants’ conduct in making unlawful deductions from the wages of Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass was coercive and oppressive in that Defendants preyed on vulnerable low-wage workers.

105. Because Defendants conduct in in making unlawful deductions from the wages of Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass was coercive and oppressive, Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass are entitled to equitable tolling of the statute of limitation and are entitled to unlawfully deducted funds since January 1, 2021.

WHEREFORE, Plaintiffs Suar, Tzampop, Garcia and Velasquez pray for a judgment against Defendants Marder and Ixcotoyac as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. A judgment in the amount of unlawfully deducted wages due to Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass as provided by the MA Wage Act;
- C. Treble damages as provided for by the MA Wage Act;

- D. That the Court equitably toll the statute of limitation of the MA Wage Act claims to January 1, 2021;
- E. That the Court declare that Defendants violated the MA Wage Act;
- F. That the Court enjoin Defendants from violating the MA Wage Act;
- G. Reasonable attorneys' fees and costs of this action as provided by the MA Wage Act; and
- H. Such other and further relief as this Court deems appropriate and just.

COUNT V
Violation of the MA Wage Act
Unlawful Excessive Ride Charge Deductions
Plaintiffs Tzampop and Garcia on behalf of the
Rhode Island Subclass against all Defendants
Class Action

106. Plaintiffs incorporate and re-allege paragraphs 1 through 105 as though set forth herein.

107. This Count arises from a violation of the MA Wage Act for Defendants' unlawful deductions from the wages of Plaintiffs Tzampop and Garcia and the Rhode Island Subclass.

108. Plaintiffs Tzampop and Garcia and the Rhode Island Subclass were entitled to be paid their wages without deduction.

109. During the Relevant Time Period, the Excessive Ride Charge Deductions implemented by Defendants in which Plaintiffs Tzampop and Garcia and the Rhode Island Subclass were required to pay a ride charge kickback to Defendants as described more fully in ¶¶ 17 – 54 *supra*, constituted an unlawful deduction from Plaintiffs Tzampop and Garcia and the Rhode Island Subclass's wages in violation of the MA Wage Act.

110. During the Relevant Time Period, the Excessive Ride Charge Deductions were taken from Plaintiffs Tzampop and Garcia and the Rhode Island Subclass's wages by Defendants coercively and without authorization.

111. Pursuant to the MA Wage Act, Plaintiffs Tzampop and Garcia and the Rhode Island Subclass are entitled to recover funds unlawfully deducted from their wages for a period of three (3) years prior to the filing of this suit.

112. Defendants' conduct in making unlawful deductions from the wages of Plaintiffs Tzampop and Garcia and the Rhode Island Subclass was coercive and oppressive in that Defendants preyed on vulnerable low-wage workers.

113. Because Defendants conduct in making unlawful deductions from the wages of Plaintiffs Tzampop and Garcia and the Rhode Island Subclass was coercive and oppressive, Plaintiffs Tzampop and Garcia and the Rhode Island Subclass are entitled to equitable tolling of the statute of limitation and are entitled to unlawfully deducted funds since January 1, 2021.

WHEREFORE, Plaintiffs Tzampop and Garcia pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. A judgment in the amount of unlawfully deducted wages due to Plaintiffs Tzampop and Garcia and the Rhode Island Subclass as provided by the MA Wage Act;
- C. Treble damages as provided for by the MA Wage Act;
- D. That the Court equitably toll the statute of limitation of the MA Wage Act claims to January 1, 2021;
- E. That the Court declare that Defendants violated the MA Wage Act;
- F. That the Court enjoin Defendants from violating the MA Wage Act;
- G. Reasonable attorneys' fees and costs of this action as provided by the MA Wage Act; and
- H. Such other and further relief as this Court deems appropriate and just.

COUNT VI
Violation of the MA TWRTK Law
Unlawful Excessive Ride Charge Deductions
Plaintiffs Tzampop and Garcia
on behalf of the Rhode Island Subclass against all Defendants
Class Action

114. Plaintiffs incorporate and re-allege paragraphs 1 through 113 as though set forth herein.

115. This Count arises from a violation of the MA TWRTK Law for Defendants' charge for rides to Plaintiffs Tzampop and Garcia and the Rhode Island Subclass.

116. Staffing Agencies and Worksite Employers are prohibited from charging staffing agency workers for transportation in an amount greater than actual cost of the transportation.

117. Staffing Agencies and Worksite Employers are prohibited from charging staffing agency workers for transportation in an amount greater than 3% of the staffing agency workers' daily wages under the MA TWRTK Law.

118. Plaintiffs Tzampop and Garcia and the Rhode Island Subclass were entitled to be paid their wages without deduction.

119. During the Relevant Time Period, the Excessive Ride Charges implemented by Defendants in which Plaintiffs Tzampop and Garcia and the Rhode Island Subclass were required to pay a transportation charge to Defendants as described more fully in ¶¶ 17 – 54 *supra* were in an amount greater than actual cost of the transportation.

120. During the Relevant Time Period, the Excessive Ride Charges charged to Plaintiffs Tzampop and Garcia and the Rhode Island Subclass in an amount greater than actual cost of the transportation were in violation of the MA TWRTK Law.

121. During the Relevant Time Period, the Excessive Ride Charges implemented by Defendants in which Plaintiffs Tzampop and Garcia and the Rhode Island Subclass were required

to pay a transportation charge to Defendants as described more fully in ¶¶ 17 – 54 *supra* were in an amount greater than 3% of their daily wages.

122. During the Relevant Time Period, the Excessive Ride Charges charged to Plaintiffs Tzampop and Garcia and the Rhode Island Subclass in an amount greater than 3% of their daily wages were in violation of the MA TWRTK Law.

123. Pursuant to the MA TWRTK Law, Plaintiffs Tzampop and Garcia and the Rhode Island Subclass are entitled to recover funds unlawfully charged to them for transportation by Defendants for a period of three (3) years prior to the filing of this suit.

124. Defendants' conduct in charging unlawful amounts for transportation to Plaintiffs Tzampop and Garcia and the Rhode Island Subclass during the Relevant Time Period was coercive and oppressive in that Defendants preyed on vulnerable low-wage workers.

125. Because Defendants conduct in charging unlawful amounts for transportation to Plaintiffs Tzampop and Garcia and the Rhode Island Subclass was coercive and oppressive, Plaintiffs Tzampop and Garcia and the Rhode Island Subclass are entitled to equitable tolling of the statute of limitation and are entitled to unlawfully deducted funds since January 1, 2021.

WHEREFORE, Plaintiffs Tzampop and Garcia pray for a judgment against Defendants as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. A judgment in the amount of Excessive Ride Charge charged to Plaintiffs Tzampop and Garcia and the Rhode Island Subclass as provided by the MA TWRTK Law and the MA Wage Act;
- C. Treble damages as provided for by the MA TWRTK Law and the MA Wage Act;
- D. That the Court equitably toll the statute of limitation of the MA Wage Act claims to January 1, 2021;

- E. That the Court declare that Defendants violated the MA Wage Act;
- F. That the Court enjoin Defendants from violating the MA Wage Act;
- G. Reasonable attorneys' fees and costs of this action as provided by the MA Wage Act; and
- H. Such other and further relief as this Court deems appropriate and just.

COUNT VII

Violation of the MA Wage Act– Check Stubs

***Plaintiff Diaz on behalf of the Marder Direct Hire Subclass
against Defendants Marder Trawling, Inc. and Francisco Ixcotoyac
Class Action***

126. Plaintiffs incorporate and re-allege paragraphs 1 through 125 as though set forth herein.
127. This Count arises from a violation of the MA Wage Act for Defendants Marder and Francisco Ixcotoyac's failure to provide Plaintiff Diaz and the Marder Subclass with a check stub containing, *inter alia*, an itemization of all hours worked, wages paid and deductions made.
128. Plaintiff Diaz and the Marder Subclass were entitled to receive a check stub with an itemization of all hours worked, wages paid and deductions made.
129. During the Relevant Time Period, Plaintiff Diaz and the Marder Subclass did not receive a check stub with an itemization of all hours worked, wages paid and deductions made from Defendants Marder and Francisco Ixcotoyac.

WHEREFORE, Plaintiff Diaz prays for a judgment against Defendants Marder and Francisco Ixcotoyac as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. That the Court declare that Defendants violated the MA Wage Act;
- C. That the Court enjoin Defendants from violating the MA Wage Act;
- D. Reasonable attorneys' fees and costs of this action as provided by the MA Wage Act; and

E. Such other and further relief as this Court deems appropriate and just.

COUNT VIII
Violation of the MA Wage Act– Check Stubs
Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass
against Defendants Workforce and Wilke
Class Action

130. Plaintiffs incorporate and re-allege paragraphs 1 through 129 as though set forth herein.

131. This Count arises from a violation of the MA Wage Act for Defendants Workforce and Andrew Wilke's failure to provide Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass with a check stub containing, *inter alia*, an itemization of all hours worked, wages paid and deductions made.

132. Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass were entitled to receive a check stub with an itemization of all hours worked, wages paid and deductions made.

133. During the Relevant Time Period, Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass did not receive a check stub with an itemization of all hours worked, wages paid and deductions made.

WHEREFORE, Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass pray for a judgment against Defendants Workforce and Wilke as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. That the Court declare that Defendants Workforce and Wilke violated the MA Wage Act;
- C. That the Court enjoin Defendants Workforce and Wilke from violating the MA Wage Act;
- D. Reasonable attorneys' fees and costs of this action as provided by the MA Wage Act; and

E. Such other and further relief as this Court deems appropriate and just.

COUNT IX
Violation of the MA TWRTK Law – Notice Violation
Plaintiffs Suar, Tzampop, Garcia and Velasquez on behalf of the Workforce Subclass
against Defendants Workforce and Andrew Wilke
Class Action

134. Plaintiffs incorporate and re-allege paragraphs 1 through 133 as though set forth herein.

135. This Count arises from a violation of the MA TWRTK Law for Defendants Workforce and Andrew Wilke’s failure to provide Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass with a notice containing, *inter alia*, an accurate cost of transportation.

136. Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass were entitled to receive a notice containing, *inter alia*, an accurate cost of transportation.

137. During the Relevant Time Period, Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass did not receive a check stub with an itemization of all hours worked, wages paid and deductions made.

WHEREFORE, Plaintiffs Suar, Tzampop, Garcia and Velasquez and the Workforce Subclass pray for a judgment against Defendants Workforce and Wilke as follows:

- A. That the Court determine that this action may be maintained as a class action pursuant to Fed. R. Civ. P. Rule 23;
- B. That the Court declare that Defendants Workforce and Wilke violated the MA TWRTK Law;
- C. That the Court enjoin Defendants Workforce and Wilke from violating the MA TWRTK Law;
- D. Reasonable attorneys’ fees and costs of this action as provided by the the MA TWRTK Law; and
- E. Such other and further relief as this Court deems appropriate and just.

Respectfully Submitted

Dated: October 24, 2025

/s/Claudia Torres

Claudia V. Torres Patina (MA. BBO 716207)

ctorres@jatwork.org

Keally Cieslik (MA BBO 716810)

Certified Under SJC Rule 3:04

pro hac vice motion pending

kcieslik@jatwork.org

Justice at Work

33 Harrison Ave # 501

Boston, MA 02111

(617) 865-8419

Christopher J. Williams (IL ARDC #6284262)

pro hac vice motion pending

cwilliams@workers-law-office.com

Workers' Law Office

1341 W. Fullerton Ave, Suite 147

Chicago, Illinois 60614

(312) 725-3696

Keren Salim (NC ID #59847)

keren@glow.law

Pro hac vice petition granted

Grassroots Law & Organizing for Workers

1 N. LaSalle Street, Suite 1275

Chicago, Illinois 60602

(888) 610-7752

Attorneys for Plaintiffs

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR DISTRICT OF MASSACHUSETTS**

MAXIMILIANO DIAZ PEREZ, LORENZO
SUAR PONJOJ, MARIA LUCRECIA
TZAMPOP GOMEZ, YOHANGLY MISHELL
GARCIA MENDEZ and MAILY ADRIANA
VELASQUEZ MORALES,

Plaintiffs,

v.

MARDER TRAWLING, INC., FRANCISCO
IXCOTOYAC, individually, and WORKFORCE
UNLIMITED, INC. and ANDREW WILKE,
individually,

Defendants.

Case No.

Judge

**NOTICE OF CONSENT TO BECOME A PARTY REPRESENTATIVE IN A
COLLECTIVE ACTION UNDER THE FAIR LABOR STANDARDS ACT**

By my signature below, I represent to the Court that I have been employed by the above referenced Defendants within the prior three (3) years. By this consent, I represent that I have not received my wages from Defendants free and clear. I also represent that I have worked for Defendants in excess of forty (40) hours in individual work weeks and that I have not been paid all of the overtime wages owed to me. I authorize through this Consent the filing and prosecution of this Fair Labor Standards Act action in my name and on behalf of all similarly situated employees.

My name is: MAXIMILIANO DIAZ PEREZ

Signature:  Firmado por:
4C58C36F9022432...

Date on which I signed this Notice: 23/10/2025

Dated: October 23, 2025

EXHIBIT B

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR DISTRICT OF MASSACHUSETTS**

MAXIMILIANO DIAZ PEREZ, LORENZO
SUAR PONJOJ, MARIA LUCRECIA
TZAMPOP GOMEZ, YOHANGLY MISHELL
GARCIA MENDEZ and MAILY ADRIANA
VELASQUEZ MORALES,

Plaintiffs,

v.

MARDER TRAWLING, INC., FRANCISCO
IXCOTOYAC, individually, and WORKFORCE
UNLIMITED, INC. and ANDREW WILKE,
individually,

Defendants.

Case No.

Judge

**NOTICE OF CONSENT TO BECOME A PARTY REPRESENTATIVE IN A
COLLECTIVE ACTION UNDER THE FAIR LABOR STANDARDS ACT**

By my signature below, I represent to the Court that I have been employed by the above referenced Defendants within the prior three (3) years. By this consent, I represent that I have not received my wages from Defendants free and clear. I also represent that I have worked for Defendants in excess of forty (40) hours in individual work weeks and that I have not been paid all of the overtime wages owed to me. I authorize through this Consent the filing and prosecution of this Fair Labor Standards Act action in my name and on behalf of all similarly situated employees.

My name is: MARIA LUCRECIA TZAMPOP GOMEZ

Signature:  Firmado por:
F2FB7BF046EF4D4...

Date on which I signed this Notice: 23/10/2025

Dated: October 23, 2025

EXHIBIT D

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
FOR DISTRICT OF MASSACHUSETTS**

MAXIMILIANO DIAZ PEREZ, LORENZO
SUAR PONJOJ, MARIA LUCRECIA
TZAMPOP GOMEZ, YOHANGLY MISHELL
GARCIA MENDEZ and MAILY ADRIANA
VELASQUEZ MORALES,

Plaintiffs,

v.

MARDER TRAWLING, INC., FRANCISCO
IXCOTOYAC, individually, and WORKFORCE
UNLIMITED, INC. and ANDREW WILKE,
individually,

Defendants.

Case No.

Judge

**NOTICE OF CONSENT TO BECOME A PARTY REPRESENTATIVE IN A
COLLECTIVE ACTION UNDER THE FAIR LABOR STANDARDS ACT**

By my signature below, I represent to the Court that I have been employed by the above referenced Defendants within the prior three (3) years. By this consent, I represent that I have not received my wages from Defendants free and clear. I also represent that I have worked for Defendants in excess of forty (40) hours in individual work weeks and that I have not been paid all of the overtime wages owed to me. I authorize through this Consent the filing and prosecution of this Fair Labor Standards Act action in my name and on behalf of all similarly situated employees.

My name is: MAILY ADRIANA VELASQUEZ MORALES

Signature:  _____
Firmado por:
Maily
Velasquez
410A26D180DF497...

Date on which I signed this Notice: 23/10/2025

Dated: October 23, 2025