**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

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| BRITTANY MOORE; DMITRY FELLER; JADA EUGENE; AND CHRISTOPHER WILLRIDGE<br><br>Plaintiffs | ) | CIVIL ACTION NO. 2:20-CV-00217 |
| V. | ) | HON. GREGORY G. GUIDRY<br>MAG. MICHAEL B. NORTH |
| MW SERVICING, LLC; WBH SERVICING, LLC; AND JOSHUA BRUNO;<br><br>Defendants | ) | COLLECTIVE ACTION |

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**MOTION FOR CONDITIONAL CERTIFICATION AND COURT AUTHORIZED NOTICE**

Plaintiffs Brittany Moore, Dmitry Feller, Jada Eugene, and Christopher Willridge, through undersigned counsel, hereby move for conditional certification of this action as a collective action pursuant to 29 U.S.C. § 216(b), including subclass. Plaintiffs further request that formal notice of this pending action be sent to all affected employees, current or former, who worked for Defendants at any time in the three years prior to the filing of this motion.

This motion is based on the attached memorandum, the declarations of each named Plaintiff submitted herewith, all documentary Exhibits included with such declarations, the pleading file in this action, and all matters on which this Court must or may take judicial notice. Plaintiffs further request oral argument pursuant to L.R. 78.1.

Respectfully Submitted,

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| Defendants | ) | COLLECTIVE ACTION |

**MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR CONDITIONAL CERTIFICATION AND COURT AUTHORIZED NOTICE**

Plaintiffs Brittany Moore, Dmitry Feller, Jada Eugene, and Christopher Willridge, through undersigned counsel, hereby submit this memorandum in support of their Motion for Conditional Certification and Court-Authorized Notice, pursuant to 29 U.S.C. § 216(b).

## INTRODUCTION

Conditional certification under the Fair Labor Standards Act ("FLSA") is appropriate whenever the plaintiffs make "substantial allegations that the putative class members were together the victims of a single decision, policy, or plan" that violates the FLSA.[1] The attached declarations and documents show that the Bruno Defendants have an established, ongoing practice of refusing to pay final paychecks to employees who resign or are terminated. This is flagrant violation of federal and Louisiana law; it is outright theft. This odious practice

1 *Koviach v. Crescent City Consulting, LLC*, 2016 U.S. Dist. LEXIS 84588, at *12 (E.D. La. June 29, 2016) (*citing Mooney v. Aramco Servs. Co.*, 54 F.3d 1207, 1214 at fn.8 (5th Cir. 1995)).

applies across companies, across locations, across job positions. It is a common practice throughout the Bruno companies, and it must be stopped. This Court should grant conditional certification and authorize Plaintiffs to send notice to all other employees who were terminated, resigned, or otherwise separated from employment at any time in the three years prior to the filing of this motion, or who were paid a salary yet required to track their hours worked, so that they may exercise their right to join this action.

## FACTUAL BACKGROUND

The named Defendants are Joshua Bruno and various corporate entities which he owns and operates.[2] These Defendants are generally known by the trade name of Metrowide Apartments. They run a series a rental properties (both apartment complexes and stand-alone homes) throughout the New Orleans area. Plaintiffs allege that these companies operate as a single enterprise, that they regularly commingle assets, and that they do not follow requisite legal formalities.[3]

The four Plaintiffs are former employees of the Bruno Defendants. None were paid their final paychecks. Each Plaintiff demanded payment of his or her final check, and was met with silence or outright refusal.

Named Plaintiff Brittany Moore initially filed this lawsuit. She worked for Metrowide Apartments from November through December of 2019.[4] (It is not clear which entity was intended to be her employer, as she received one paycheck from MW Servicing LLC and one from WBH Servicing LLC).[5] Moore resigned on December 12, 2019, after receiving a threat

2 WBH Servicing LLC and MW Servicing LLC are Louisiana limited liability companies. Bruno, Inc. is a Nevada corporation.
3 At this early stage in the litigation, it would be premature for the Court to adjudicate this question. However, resolving this issue is not necessary for the purposes of this motion.
4 Declaration of Brittany Moore (Moore Decl.), ¶ 2 and ¶ 7.
5 *Id*. at ¶ 5. This is just one example of the co-mingling and lack of corporate formalities on the part of Metrowide Apartments.

from an ex-tenant, and wrote a resignation letter enclosing her final timesheet.[6] Moore should have received her final paycheck on December 20, 2019, which was the next regularly scheduled payday. No paycheck came.[7] She called Defendants' main office, but they would not take her calls.[8] She sent text messages to Joshua Bruno on December 20, 2019; December 23, 2019; and January 3, 2020. He did not respond.[9] She then texted Steve Coffman, Defendants' second in command,[10] who told her the check would be mailed to her. It was not and, to this day, Moore has still not received any pay for her final week and one day of work.[11] Moreover, Moore testifies that another former employee, Molly Smith, told her that it was "common" for Bruno not to pay final wages to ex-employees.[12]

Plaintiff Christopher Willridge was hired as "Area Property Manager" in April 2019.[13] Although he was supposedly a salaried employee, he was required to write down daily timesheets reflecting when he arrived and left.[14] This practice was not unique to Willridge. Bruno required other salaried employees to write down their time, and Bruno sometimes reduced their pay incrementally, at his personal whim.[15]

This was a "heads I win, tails you lose" arrangement for the supposedly salaried employees – if the employees worked less than Bruno felt necessary, or if their work was not up to his standards, their pay would be docked. But if they worked more than 40 hours in a

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6 *Id*. at Ex. A.
7 *Id*. at ¶ 8.
8 *Id*. at ¶ 9.
9 *Id*. at Ex B.
10 *Id*. at Ex. C. Defendants' own exhibit confirms that Coffman had authority to sign on behalf of Metrowide; *see* Dkt. #18-3.
11 *See* ¶¶ 11-12.
12 *Id*., ¶ 12. Ms. Smith's statement to Ms. Moore may be hearsay if offered at trial. "The caselaw makes clear, however, that the traditional hearsay rules do not necessarily apply to affidavits submitted in support of motions for conditional certification." *Alaniz v. Gordon Reed & Assoc.*, 2020 U.S. Dist. LEXIS 40686, at *9 (W.D. La. Mar. 9, 2020) (collecting cases).
13 Declaration of C. Willridge ("Willridge Decl.") at ¶ 3.
14 *Id*. at ¶ 4.
15 *Id*. at ¶ 8.

week, they would not receive overtime.[16] Bruno threatened employees who complained of labor violations, and would refuse to pay final paychecks to employees who resigned or were discharged.[17] Willridge resigned in April 2019 and, like Moore, was not paid his final paycheck.[18] On July 16, 2019, he sent an e-mail formally demanding payment to Bruno, Coffman, and others.[19] He still has not been paid. Willridge has also spoken with other former employees who were not paid their last wages, and who received no overtime.[20]

Plaintiff Jada Eugene tells much the same story. Eugene was hired as a "Leasing Consultant" and, although supposedly paid a salary, was required to record her time.[21] After resigning due to "intimidation, threats, and hostile work environment," Eugene did not receive a final paycheck.[22] On August 24, 2019, she made a formal written demand for her wages, even citing the relevant Louisiana statute.[23] Still, she was not paid.

Dmitry Feller worked from August 2018 to July 2019 as Accounting Manager for the Bruno companies.[24] As Accounting Manager, he had intimate personal knowledge of the financial dealings of these companies, including the Defendants' commingling of corporate funds and unlawful payroll practices.[25] Bruno specifically instructed that employees should not be paid final wages and overtime, regardless of their job title or whether they were hourly or salaried.[26] Feller also has personal knowledge of Bruno's practice of requiring time-tracking, even of salaried employees, and Bruno's practice of reducing salaried employees' pay

16 *Id.* at ¶ 9.
17 *Id.* at ¶ 10.
18 *Id.* at ¶¶ 11-13.
19 *Id.* at Ex. A. Note that there is a "read receipt" by Coffman, so he at least saw this e-mail even if he did not answer it.
20 *Id.* at ¶ 15.
21 Declaration of J. Eugene ("Eugene Decl.") at ¶¶ 2-3.
22 *Id.* at ¶ 8.
23 *Id.* at ¶ 8.
24 Declaration of Dmitry Feller ("Feller Decl.") at ¶¶ 2, 13.
25 *Id.* at ¶ 6.
26 *Id.* at ¶ 6.

at his own discretion.[27] Feller resigned in July 2019 but, to this day, has not been paid his final check.[28] On September 2, 2019, he sent a formal written demand noting that 60 days had passed without payment of final wages.[29] This demand was ignored.

## LEGAL STANDARD

Under the FLSA, an aggrieved employee may file a collective action on his own behalf and on behalf of "other employees similarly situated."[30] The Supreme Court has held that collective actions are a favored remedy because they enable the "efficient resolution in one proceeding of common issues of law and fact" and "lower individual costs to vindicate rights by the pooling of resources."[31]

In determining whether a lawsuit should proceed as a collective action under § 216(b), district courts generally follow a two-step process first established by *Lusardi v. Xerox Corp.*, 118 F.R.D. 351 (D.N.J. 1987), and approved by the Fifth Circuit in *Mooney v. Aramco Servs. Co.*, 54. F. 3d 1207 (5th Cir. 1995).[32] The first step under *Lusardi* is the "notice stage," when the "district court makes a decision--usually based only on the pleadings and any affidavits which have been submitted--whether notice of the action should be given" to members of the potential collective regarding their right to opt in to the lawsuit.[33] This motion is made before the parties have engaged in significant discovery, and the plaintiff's burden is "lenient."[34] If conditional certification is granted, the parties proceed to discovery, and defendants may later

27 *Id.* at ¶ 9.
28 *Id.* at ¶ 13.
29 *Id.* at Ex. A.
30 29 U.S.C. § 216(b).
31 *Hoffman-La Roche Inc. v. Sperling*, 493 U.S. 165, 170 (1989).
32 Although the Fifth Circuit does not strictly mandate use of the *Lusardi* two-step process, courts within the Eastern District "have routinely applied" the *Lusardi* method. *Wellman v. Grand Isle Shipyard*, 2014 U.S. Dist. LEXIS 158432, at *6 (E.D. La. Nov. 7, 2014) (collecting cases); *see also Smith v. Dasuya Enters. LLC,* 2020 U.S. Dist. LEXIS 5943, at *6 (E.D. La. Jan. 14, 2020) (same).
33 *Mooney*, 54 F.3d at 1213-14.
34 *Nieto v. Pizzati Enters.*, 2017 U.S. Dist. LEXIS 44991, at *19 (E.D. La. Mar. 27, 2017); *Walker v. HongHua Am., LLC*, 870 F. Supp. 2d 462, 465 (S.D. Tex. 2012).

move for decertification of the conditionally-certified collective, based on a complete record.[35]

Because this motion is brought before significant discovery, the lenient standard applies and Plaintiff is only required to make a "modest factual showing" that the members of the collective were subjected to FLSA violations.[36] At this stage in litigation, the "court does not resolve factual disputes, decide substantive issues going to the ultimate merits, or make credibility determinations."[37] Conditional certification is regularly granted based on the allegations of the complaint and one or two affidavits from employees.[38]

## ARGUMENT

### I. PLAINTIFFS HAVE MET THE LENIENT BURDEN FOR CONDITIONAL CERTIFICATION

The affidavits of the four Plaintiffs, along with the attached documentary evidence, set forth facts that justify conditional certification and classwide notice.

First, the Plaintiffs' affidavits evidence a common plan, practice, or policy that affected a large group of Defendants' employees. Defendants have a company-wide practice of denying final paychecks to employees who resign or quit. Each of the four Plaintiffs avers that he or she was unpaid for the final pay period worked.[39] Each demanded payment, and was refused.[40] Four identical violations shows an ongoing, regular practice of denying final wages, which is not "purely personal" to one individual plaintiff.[41] The Plaintiffs further testify that

35 *Chapman v. LHC Grp., Inc.*, 126 F. Supp. 3d 711, 721 (E.D. La. 2015).

36 *Smith v. Manhattan Mgmt. Co., LLC*, 2015 U.S. Dist. LEXIS 87947, at *10 (E.D. La. July 6, 2015); *Banegas v. Calmar Corp.*, 2015 U.S. Dist. LEXIS 104532, at *8 (E.D. La. Aug. 6, 2015).

37 *Lynch v. United Servs. Auto. Ass'n*, 491 F. Supp. 2d 357, 368 (S.D.N.Y. 2007); *Richard v. Flower Foods, Inc.*, 222 F. Supp. 3d 516, 252 (W.D. La. 2016); *Lang v. DirecTV, Inc.*, 2011 U.S. Dist. LEXIS 150047, at *38 (E.D. La. Dec. 30, 2011).

38 *See Perkins v. Manson Gulf, LLC*, 2015 U.S. Dist. LEXIS 21427, at *9 (E.D. La. Feb. 23, 2015) (certifying collective based on named plaintiff's affidavit where "the complaint and plaintiff's affidavit set forth 'substantial allegations that the putative class members were together the victims of a single decision, policy, or plan'"); *Banegas v. Calmar Corp.*, 2015 U.S. Dist. LEXIS 104532, at *10 (E.D. La. Aug. 6, 2015) (single affidavit sufficient to justify conditional certification).

39 Moore Decl., ¶¶ 8-12; Eugene Decl., ¶ 8; Feller Decl., ¶¶ 13-15; Willridge Decl., ¶¶ 11-13.

40 Moore Decl., ¶¶ 9-10 and Ex. B-C; Eugene Decl., ¶ 8; Feller Decl., ¶¶ 14-15 and Ex. A; Willridge Decl., ¶¶ 13-14 and Ex. A.

41 A "court may deny a plaintiff's right to proceed collectively only if the action arises from circumstances purely personal to the plaintiff, and not from any general applicable rule, policy, or practice." *England v. Adm'rs of*

they are aware of similar violations occurring to other employees.[42] As Willridge states, "There was a known practice established by Defendant Bruno of threatening employees who complained of labor violations, and specifically refusing to pay employees their final paychecks whenever an employee resigned or was discharged."[43] Feller testifies that he was expressly directed, by Defendant Bruno, "to refuse to pay employees final wages and overtime, regardless of what job title or pay scheme (salaried or hourly) applied to the complaining individual."[44]

Plaintiffs have also provided evidence of an ongoing practice of deducting payments from supposedly "salaried" employees. The Defendants here allege that two of the Plaintiffs were overtime-exempt under the FLSA.[45] But the Fifth Circuit has recently re-emphasized that an employee is not "salaried" under the meaning of the FLSA unless he is paid a guaranteed, predetermined amount every week – no matter how many days or hours he works.[46] It is black letter law that a true "salary" is "not subject to reduction because of variations in the quality or quantity of the work performed."[47] Moreover, "an exempt employee must receive the full salary for any week in which the employee performs any work without regard to the number of days or hours worked."[48] "An actual practice of making improper deductions demonstrates that the employer did not intend to pay employees on a

*the Tulane Educ. Fund*, 2016 U.S. Dist. LEXIS 93842, at *12 (E.D. La. July 19, 2016) (citing *Donohue v. Francis Servs.*, 2004 U.S. Dist. LEXIS 9355, at *3 (E.D. La. May 24, 2004)).

42 Moore Decl., ¶ 12; Eugene Decl., ¶ 9-10; Feller Decl., ¶¶ 17; Willridge Decl., ¶ 10.

43 Willridge Decl., ¶ 10.

44 Feller Decl., at ¶ 5.

45 Defendants state that "at least two of the Plaintiffs, Willridge and Feller, are exempt from the requirements of the FLSA …" Dkt. #27-1 at p. 8. This tacitly admits that Eugene and Moore were not exempt. (Notably, the offer letters signed by Eugene and Moore state that they are "exempt.")

46 *Hewitt v. Helix Energy Solutions Grp.*, 19-20023, ____ F.3d __, slip op. At p. 5 (April 20, 2020): "[Plaintiff] did not receive a 'predetermined amount' 'on a weekly, or less frequent basis'—rather, he received an amount contingent on the number of days he worked each week. So he was not paid on a 'salary basis' under Labor Department regulations." (citing *Hughes v. Gulf Interstate Field Servs., Inc.*, 878 F.3d 183, 189 (6th Cir. 2017) and *Anani v. CVS RX Servs., Inc.*, 730 F.3d 146, 148 (2d Cir. 2013).

47 29 C.F.R. § 541.602(a).

48 *Id.* There are a few exceptions to this rule – for instance, if the employee is on medical leave, or misses a full day for personal reasons, sickness, or disability. 29 C.F.R. § 541.602(b). None of those exceptions apply here.

salary basis" and therefore forfeits the exemption.[49] It is the employer's burden of showing that all prerequisites of any FLSA exemption apply.[50]

Bruno uses his sole discretion to reduce payments from supposedly "salaried" employees if he believes they did not work enough.[51] Notably, the supposedly salaried workers all testify that they were required to track their hours.[52] A copy of one time sheet is attached to Feller's declaration: it shows time in, time out, lunch break, and hours worked. This is not the timesheet of a true salaried employee. Moreover, Feller's weekly payroll checklist shows that Bruno personally decided whether to pay a certain number of (reduced) hours, or the "full salary." It also shows various potential "deductions" which Bruno could and did impose on workers.[53] This evidence, combined with the Plaintiffs' declarations, is sufficient to show an ongoing policy, plan or practice of deducting payments from supposedly salaried employees, thus defeating any claim of an FLSA overtime exemption.

## II. THE COLLECTIVE SHOULD NOT BE LIMITED BY JOB TITLE OR LOCATION

The collective in this case should include all of Defendants' former employees within the relevant time period, and should not be limited by job title or location. Defendants have previously argued that these Plaintiffs are not similarly situated because they had different job titles and worked in different locations.[54] Regardless, for the purpose of this lawsuit, those distinctions are wholly irrelevant. Defendants' unlawful policies and practices cut across locations and apply to employees working in every position, salaried or hourly, and no matter what manufactured job "title" was given by Bruno.

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49 29 C.F.R. § 541.603(a).
50 *Singer v. City of Waco, Tex.*, 324 F.3d 813, 820 (5th Cir. 2003); *Edwards v. KB Home*, 2015 U.S. Dist. LEXIS 152153, at *7 (S.D. Tex. Nov. 10, 2015).
51 Feller Decl., ¶¶ 9-10; Willridge Decl., ¶¶ 8-11.
52 Moore Decl., ¶¶ 8-12; Eugene Decl., ¶ 8; Feller Decl., ¶¶ 13-15; Willridge Decl., ¶¶ 11-13.
53 Feller Decl., Ex. C. While this particular example does not show any deductions, Feller testified that such deductions did happen regularly. Feller Decl., ¶ 9. The vast majority of these records are in the sole possession of Defendants.
54 *See, e.g.*, Dkt. #27-1 at p. 8.

Where, as here, the allegedly unlawful policy applies across all Metrowide entities, the FLSA collective should likewise apply across all Metrowide entities. Where "there is a reasonable basis to conclude that the same policy applies to multiple locations of a single company, [broad] certification is appropriate."[55] As Judge Barbier recognized, artificially limiting conditional certification has the paradoxical effect of rewarding employers whose violations are particularly widespread: "employers should not be able to escape FLSA liability by making sure to underpay vast numbers of their employees and then claim that the class definition is too broad."[56] Simply put, where "actions or policies were effectuated on a company-wide basis, notice may be sent to all similarly situated persons on a company-wide basis."[57]

There is significant evidence establishing that Defendants' unlawful policies and practices were effective on a company-wide basis. Indeed, Plaintiffs' differing job titles and work locations actually weigh in *favor* of broad certification, as they show that Defendants' unlawful actions applied across the board.

Defendants also argue that the Plaintiffs have disparate salaries, but this is also irrelevant for purposes of class certification. It may be relevant for *damages*, to show the amount of lost wages which each individual plaintiff suffered, but the Fifth Circuit has recognized that differing damages will not defeat class certification: "even wide disparity among class members as to the amount of damages does not preclude class certification and courts, therefore, have certified classes even in light of the need for individualized calculations of damages."[58] Here, each individual's damages may be calculated via a rote, mathematical

55 *Heeg v. Adams Harris, Inc.*, 907 F. Supp. 2d 856, 863 (S.D. Tex. 2012).
56 *Kaesemeyer v. Legend Mining USA Inc.,* 2018 U.S. Dist. LEXIS 155138, *11 (W.D. La. Sept. 11, 2018) *(quoting Donohue v. Francis Servs., Inc.*, 2004 U.S. Dist. LEXIS 11525 (E.D.La. June 22, 2004)(Barbier, J.)).
57 *Ryan v. Staff Care, Inc.*, 497 F. Supp. 2d 820, 825 (N.D. Tex. 2007).
58 *In re Deepwater Horizon*, 739 F. 3d 790, 816 (5th Cir. 2014) (internal quotation marks omitted).

formula given his or her wage rate. Differing salaries will lead to different amounts awarded, but will not require an individualized analysis tailored to each claimant. This factor therefore does not weigh against certification.

This case is somewhat unique in that Plaintiff Feller was the Accounting Manager for the Bruno companies.[59] He therefore has personal knowledge of the manner in which accounting and payroll are handled across all those companies. Feller's declaration states that these unlawful practices were applied to "every employee" no matter his job position or location.[60] Given his job duties, he has firsthand knowledge that these practices apply to all of the Metrowide entities. Feller's personal knowledge thus stretches beyond his personal work location, which is another factor weighing in favor of broad certification.

As a final note, Plaintiffs' allegations, if proven, establish a truly egregious violation of the Fair Labor Standards Act and the Louisiana Wage Payment Act. The interests of justice therefore demand that the collective be broadly certified to ensure that all affected employees receive notice of the case and have the opportunity to join. They reflect an individual who, through his group of companies, made a purposeful and willful decision not to pay rightfully earned wages. This was not a one-time violation, but was repeated again and again. Many of these employees are not high wage-earners,[61] and every dollar counts. The Court should therefore certify a broad collective and authorize notice to *all* employees who have been terminated, resigned, or otherwise left the employ of Defendants, or any of the Bruno/Metrowide entities, within the past three years.

## III. NOTICE SHOULD BE AUTHORIZED VIA MAIL, E-MAIL, AND TEXT MESSAGE

If a collective is conditionally certified, the Court should authorize "timely, accurate,

59 Feller Decl., ¶¶ 3, 6, 7.
60 Feller Decl., ¶ 12.
61 Eugene earned a salary of $25,000 per year and Moore earned $40,000. *See* Dkt. #27-1 at p. 8. Many others, such as maintenance workers or janitors, doubtless made less.

and informative" notice to potential Plaintiffs so that they may choose whether to exercise their right to opt into this action.[62] This Court has "broad discretion" regarding the form and manner of the Court-authorized notice given to potential members of the collective.[63] Plaintiff requests that notice be sent via regular mail, text message, and e-mail; and order that Defendants post a notice of this lawsuit in a conspicuous location at each facility and location for the duration of this action. Providing notice to potential opt-ins via multiple methods "furthers the FLSA's broad remedial goal because the FLSA's limitations period continues to run until the potential class member opts in, giving rise to a need to identify and provide notice to potential class members promptly."[64]

Plaintiffs' proposed form of notice is attached to this motion. Plaintiffs contend that this proposed form fairly and neutrally sets forth the nature of the lawsuit and of the rights of the members of the collective to join, or not to join, this action.[65] To the extent that Defendants have any objections or proposed amendments to form of the Notice, they should submit such objections along with their opposition.

Plaintiffs propose sending the notice to putative members of the collective via U.S. mail, e-mail, and text message. Mail notice alone is likely insufficient to reach all members of the collective. Former employees may have moved, and mail may be misdelivered, misplaced, or left unopened, particularly when it is sent from unrecognized sources. Given the ubiquity of electronic communications, the provision of e-mail notice in addition to notice by first class mail is entirely appropriate.[66] Thus, Defendants should be ordered to produce all known e-

62 *Hoffmann—La Roche Inc. v. Sperling*, 493 U.S. 165, 110 S. Ct. 482, 107 L. Ed. 2d 480 (1989).
63 *Lang*, *supra*, at *13; *Bryant v. United Furniture Indus.*, 2015 U.S. Dist. LEXIS 40308, at *17 (N.D. Miss. Mar. 30, 2015).
64 *Whitehorn v. Wolfgang's Steakhouse, Inc.*, 2010 U.S. Dist. LEXIS 58460, at *7-8 (S.D.N.Y. June 14, 2010).
65 *See Tafarella v. Hollywood Greyhound Track, Inc.*, 2007 U.S. Dist. LEXIS 55790, at *10 (S.D. Fla. July 31, 2007) ("A Consent Notice ... must be informative, neutral, and make clear that prospective plaintiffs are free to select their own counsel and that they will be bound by the judgment should they sign the consent form.")
66 *Ndita v. Am. Cargo Assur., LLC*, 2013 U.S. Dist. LEXIS 63923, at *11 (E.D. La. Feb. 28, 2013) (notice by e-mail will "facilitate effective notice and will best serve the interests of justice"); *Mejia v. Bros. Petro., LLC*,

mail addresses for members of the collective.

Notification via text message is also appropriate. This collective includes blue-collar workers. Many do not use e-mail on a regular basis, and some may have no e-mail address. Undersigned counsel can affirm that many such clients do not use e-mail, and prefer to communicate by text message. And, as the exhibits to Ms. Moore's declaration show, both Bruno and Coffman use text messages to communicate with employees. Recent decisions from this District have regularly allowed notice by text message.[67] Because of the inherent limits of the text message format, Plaintiffs propose the following special Text Notice:

> If you worked for Metrowide Apartments or Joshua Bruno at any time since May ___, 2017, you may be entitled to join a lawsuit claiming back pay, unpaid final wages, and penalties. For information about the case, including how to join, please call the workers' attorneys at 504-267-0777 or 504-588-2700; or e-mail charles@stieglerlawfirm.com

Defendants should further be required to post notice of the lawsuit at each Metrowide location, including the headquarters and all apartment complexes, in an easily visible location.[68] The Court should therefore order Defendants to post a copy of the notice at an easily visible location within three days of the date granting this Order, to remain for the duration of this action, and to send photographic confirmation to Plaintiffs' counsel that the notice has been posted.

Plaintiffs request that the court set an opt-in deadline 60 days after the date in which notice is mailed to members of the collective, and that any opt-ins who seek to join the action

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2014 U.S. Dist. LEXIS 96570, at *13 (E.D. La. July 16, 2014) (same); *Escobar v. Ramelli Grp., LLC*, 2017 U.S. Dist. LEXIS 110361, at *10 (E.D. La. July 17, 2017) (same).

67 *See Hobbs v. Cable Mktg. & Installation of La.*, 290 F. Supp. 3d 589, 598 (E.D. La. 2018); *Mahrous v. LKM Ent., LLC*, 2017 U.S. Dist. LEXIS 97918, *11 (E.D. La. June 26, 2017); *Dearmond v. All. Energy Servs., LLC*, 2017 U.S. Dist. LEXIS 116849, *7-8 (E.D. La. July 25, 2017).

68 *See Coyle v. Flowers Foods Inc.*, 2016 U.S. Dist. LEXIS 116422, at *21 (D. Ariz. Aug. 29, 2016) ("Posting notices at the [work site] is a cost-efficient way to notify potential opt-in plaintiffs of the action and places no burden on Defendants."); *Hobbs v. Cable Mktg. & Installation of La.*, 290 F. Supp. 3d 589, 599 (E.D. La. 2018) (ordering notice be posted at all of Defendants' locations); *Kidwell v. Ruby IV, LLC*, 2019 U.S. Dist. LEXIS 7663, at *23 (E.D. La. Jan. 16, 2019) (same).

after that deadline must establish good cause for their delay. This 60-day deadline is necessary in case any notices are returned as undeliverable, so that Plaintiffs may take additional steps to contact these individuals. These types of delays are to be expected in cases such as this, with a relatively short-term and transient blue collar workforce. A 60-day opt-in period is standard in this district,[69] and even a 90-day opt-in period is not unusual in the right circumstances.[70]

Finally, Plaintiffs request authorization to send a reminder notice, 21 days prior to the close of the opt-in period, to any putative class members who have not yet opted in. Many courts have authorized this practice because "notice under the FLSA is intended to inform as many potential plaintiffs as possible of the collective action and their right to opt-in."[71] Courts within this district have approved such reminder notices.[72] The cost and administrative expense of this notice will be borne entirely by Plaintiffs' counsel and, given the difficulty of reaching many of the blue-collar workers at issue in this case, a second reminder notice is appropriate to help ensure that all potential class members are given fair notice of their rights.

## IV. THE COLLECTIVE SHOULD INCLUDE A SUBCLASS OF SALARIED EMPLOYEES

Plaintiffs also request the Court certify a second subclass of salaried employees, and authorize notice to them as well. A Court, in ruling on a motion for conditional certification,

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69 *See White v. Integrated Elec. Techs., Inc.*, 2013 U.S. Dist. LEXIS 83298, at *41 (E.D. La. June 13, 2013) (approving 60 day opt-in period); *Brewer v. BP P.L.C.*, 2011 U.S. Dist. LEXIS 151692, at *1 (E.D. La. May 11, 2011) (same).

70 *Kidwell v. Ruby IV, LLC*, 2019 U.S. Dist. LEXIS 7663, *23 (E.D. La. Jan. 16, 2019); *Funez v. E.M.S.P. LLC*, 2016 U.S. Dist. LEXIS 112884(E.D. La. Aug. 24, 2016).

71 *Morris v. Lettire Const., Corp.*, 896 F. Supp. 2D 265, 274-275 (S.D.N.Y. 2012); *see also Dickensheets v. Arc Marine, LLC,* ___ F. Supp. 3d ___, 2020 WL 855172, at *2 (S.D. Tex. Feb. 19, 2020) (same)*; Agerbrink v. Model Serv. LLC,* 2016 WL 406385, at *8 (S.D.N.Y. Feb. 2, 2016) (same)*; Sanchez v. Sephora USA, Inc.*, 2012 WL 2945753, at *6 (N.D. Cal. July 18, 2012) (approving distribution of reminder notice); *Jennings v. Cellco P'ship*, 2012 WL 2568146, at *6 (D. Minn. July 2, 2012) (same); *Gee v. Suntrust Mortg., Inc.*, 2011 WL 722111, at *4 (N.D. Cal. Feb. 18, 2011)(same);

72 *Sandlin v. Grand Isle Shipyard, Inc.*, 2018 WL 2065595 (E.D. La. May 3, 2018) ("Thirty (30) days after the first mailing, Sandlin's counsel shall send a reminder notice consisting of the notice of rights and consent form…"); *DeArmond v. Alliance Energy Servs., LLC*, 2017 WL 3173553 (E.D. La. July 26, 2017) (same); *White v. Integrated Elec. Techs., Inc.*, 2013 WL 2903070 (E.D. La. June 13, 2013) (same).

has discretion to also certify subclasses.[73] Plaintiffs therefore request that notice also be sent to a subclass made up of those former or current employees of Defendants who are or were required to track hours worked during pay periods, yet who were paid on a supposedly salary basis. Presumably, most employees fitting in this definition would also be members of the primary class, with the exception of current employees who are paid on a salary basis. This subclass is intended to ensure that those employees are also given notice of their right to join this action.

## V. DEFENDANTS SHOULD BE ORDERED TO DISCLOSE CLASS MEMBER INFORMATION ON AN EXPEDITED BASIS

Plaintiffs further request expedited disclosure of the names, contact information, and basic employment information for members of the collective. "[C]ourts often grant this kind of request in connection with a conditional certification of an FLSA collective action."[74]

Accordingly, Plaintiffs respectfully request that the Court direct Defendants to produce a computer-readable list of the names, last known addresses, telephone numbers, e-mail addresses, dates of employment,[75] and most recent compensation rates for all employees who have resigned, been terminated, or otherwise left the employ of Metrowide Apartments within the past three years. Plaintiffs request that such information be provided within fourteen days of the issuance of an Order on this motion, in order to ensure that the notice period is not unduly delayed.[76]

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73 *Skelton v. Sukothai, LLC*, 994 F. Supp. 2d 785, 787 (E.D. La. 2014) (citing *Aguilar v. Complete Landsculpture, Inc.*, 2004 U.S. Dist. LEXIS 20265, at *12 (N.D. Tex. Oct. 7, 2004)). *See also Hamilton v. Enersafe, Inc.*, 2017 U.S. Dist. LEXIS 224917, at *21 (W.D. Tex. Aug. 17, 2017).

74 *Hernandez v. Bare Burger Dio Inc.*, 2013 WL 3199292, at *5 (S.D.N.Y. June 25, 2013) (collecting cases); *Ndita v. Am. Cargo Assurance, LLC*, 2013 U.S. Dist. LEXIS 63923, at *3 (E.D. La. Feb. 25, 2013) (ordering Defendant to provide Plaintiff with the last known addresses, e-mail addresses, and telephone numbers of members of the collective).

75 Beginning and ending dates of employment are particularly relevant where, as here, one of the primary claims involves a failure to pay final wages.

76 *See Escobar v. Ramelli Grp., LLC*, 2017 U.S. Dist. LEXIS 110361, at *9 (E.D. La. July 17, 2017) (ordering disclosure of information within 14 days); *Senegal v. Fairfield Ind., Inc.*, 2017 U.S. Dist. LEXIS 43830, at *23-24 (S.D. Tex. March 27, 2017) (same).

## CONCLUSION

WHEREFORE, for the above-stated reasons, Plaintiffs request that the collective be conditionally certified, that the Court approve the proposed Form of Notice attached hereto, that Defendants be ordered to disclose the requested information on an expedited basis, and for such other and further relief as the Court may deem appropriate.

Respectfully Submitted,

*/s/ Charles J. Stiegler*
Charles J. Stiegler, #33456 (TA)
STIEGLER LAW FIRM LLC
318 Harrison Ave., Suite #104
New Orleans, La. 70124
(504) 267-0777 (telephone)
(504) 513-3084 (fax)
Charles@StieglerLawFirm.com

and

Kenneth C. Bordes, #35668
KENNETH C. BORDES,
ATTORNEY AT LAW LLC
2725 Lapeyrouse St.
New Orleans, LA 70119
P: 504-588-2700
F: 504-708-1717
E: KCB@KennethBordes.com

*Attorneys for Plaintiffs*

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

| | | |
|---|---|---|
| BRITTANY MOORE; DMITRY FELLER; JADA EUGENE; AND CHRISTOPHER WILLRIDGE | ) | |
| Plaintiffs | ) | CIVIL ACTION NO. 2:20-CV-00217 |
| V. | ) | HON. GREGORY G. GUIDRY<br>MAG. MICHAEL B. NORTH |
| MW SERVICING, LLC; WBH SERVICING, LLC; AND JOSHUA BRUNO; | ) | |
| Defendants | ) | COLLECTIVE ACTION |

**NOTICE OF SUBMISSION OF MOTION FOR CONDITIONAL CERTIFICATION AND COURT AUTHORIZED NOTICE**

TO: MW Servicing, LLC; WBH Servicing, LLC; Joshua Bruno; and Bruno, Inc. through their attorneys of record:

H. Minor Pipes, III, 24603
Emily E. Ross, 34739
PIPES | MILES | BECKMAN, LLC
1100 Poydras Street, Suite 1800
New Orleans, Louisiana 70163
Telephone: (504) 322-7070
Facsimile: (504) 322-7520

PLEASE TAKE NOTICE that undersigned counsel for Plaintiffs Brittany Moore, Dmitry Feller, Jada Eugene, and Christopher Willridge will submit Plaintiff's Motion for Conditional Certification and Court Authorized Notice before the Hon. Gregory G. Guidry, United States District Judge, on the 27th day of May 2020 at 10:00 am at the United States District Court for the Eastern District of Louisiana, 500 Poydras Street, New Orleans, La. 70130, in Courtroom C552.

Respectfully Submitted,

*/s/ Charles J. Stiegler*
Charles J. Stiegler, #33456 (TA)
STIEGLER LAW FIRM LLC
318 Harrison Ave., Suite #104
New Orleans, La. 70124
(504) 267-0777 (telephone)
(504) 513-3084 (fax)
Charles@StieglerLawFirm.com

and

Kenneth C. Bordes, #35668
KENNETH C. BORDES,
ATTORNEY AT LAW LLC
2725 Lapeyrouse St.
New Orleans, LA 70119
P: 504-588-2700
F: 504-708-1717
E: KCB@KennethBordes.com

*Attorneys for Plaintiffs*

# THIS IS A COURT-APPROVED NOTICE
# *THIS IS NOT AN ADVERTISEMENT FROM A LAWYER*

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**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

| | | |
|---|---|---|
| BRITTANY MOORE; DMITRY FELLER; JADA EUGENE; AND CHRISTOPHER WILLRIDGE | ) | |
| Plaintiffs | ) | CIVIL ACTION NO. 2:20-CV-00217 |
| V. | ) | HON. GREGORY G. GUIDRY<br>MAG. MICHAEL B. NORTH |
| MW SERVICING, LLC; WBH SERVICING, LLC; AND JOSHUA BRUNO; | ) | |
| Defendants | ) | COLLECTIVE ACTION |

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**NOTICE OF COLLECTIVE ACTION LAWSUIT**

To: All employees of Metrowide Apartments, including MW Servicing LLC, WBH Servicing LLC, Bruno Inc., or Joshua Bruno, who were terminated, resigned, or otherwise separated from employment at any time since May _____, 2017, or who were paid a salary yet required to track their hours worked.

Subj.: Unpaid wages lawsuit against MW Servicing LLC, WBH Servicing LLC, Bruno Inc., and Joshua Bruno (or "Metrowide Apartments")

**Deadline to Respond: _____, 2020**

## 1. Why Are You Getting This Notice?

You received this notice to advise you of a lawsuit that has been filed against MW Servicing LLC, WBH Servicing LLC, Bruno Inc., and Joshua Bruno, doing business as "Metrowide Apartments." You are receiving this notice because records show that you worked for Metrowide Apartments, for some period of time from May _____, 2017 to the present and resigned, were terminated, or otherwise separated from employment, which means you may be eligible to join the lawsuit. You should read this Notice carefully.

## 2. What Is This Lawsuit About?

On January 20, 2020, Brittany Moore filed this lawsuit in the Eastern District of Louisiana, a federal court in New Orleans, Louisiana. Dmitry Feller, Jada Eugene, and Christopher Willridge later joined the lawsuit as co-plaintiffs.

The Plaintiffs claim that Metrowide Apartments, has an ongoing company-wide practice of refusing to pay final wages to employees who resign, are terminated, or are otherwise separated from employment. The Plaintiffs also allege that supposedly salaried employees are required to track their time, that their pay is subject to deductions by Joshua Bruno, and that they are not paid overtime for working more than forty hours in a workweek. Plaintiffs claim that these actions violate Louisiana law.

The lawsuit seeks to recover all unpaid wages and overtime, plus penalties and a special form of damages known as "liquidated damages" which may double the amount of money awarded. The lawsuit also seeks recovery of the Plaintiff's attorneys' fees and costs.

Defendants deny that they violated the law and are defending the lawsuit. The lawsuit is still in its early stages, and the Court has not decided who is right, who is wrong, or whether any money is owed to the Plaintiffs or any other workers.

## 3. Who Can Join This Lawsuit?

You may join the lawsuit if you belong to following group:

> All employees of Metrowide Apartments, including MW Servicing LLC, WBH Servicing LLC, Bruno Inc., or Joshua Bruno, who were terminated, resigned, or otherwise separated from employment at any time since May _____, 2017, or who were paid a salary yet required to track their hours worked.

Both current and former workers may be eligible to join the lawsuit. If you are not sure whether you are eligible to join, you may contact the attorney listed below for additional information.

## 4. What are Your Options?

You may join the lawsuit by completing and returning the attached "Consent to Sue" form. **If you choose to join, it is extremely important that you read, sign, and promptly return this form by no later than _____, 2020**. You can return the signed document by mail, fax, or email. A self-addressed, stamped envelope is included for your convenience. If you lose or misplace the envelope, the Consent to Sue form should be sent to:

| | | |
|---|---|---|
| Charles Stiegler<br>Stiegler Law Firm LLC<br>318 Harrison Ave., Suite 104 | **or** | Kenneth C. Bordes<br>Kenneth C. Bordes, Attorney at Law LLC<br>2725 Lapeyrouse St. |

New Orleans, LA 70124
(504) 267-07777 (phone)
(504) 513-3084 (fax)
Charles@StieglerLawFirm.com

New Orleans, LA 70119
(504) 588-2700 (phone)
(504) 708-1717 (fax)
KCB@KennethBordes.com

If you choose to join this lawsuit, you will not have to pay any attorneys' fees. The attorneys have taken this lawsuit on a contingency basis, which means that if there is no recovery for the employees, they will not recover a fee. If there is a recovery or settlement, the attorneys' fees and out-of-pocket costs will be paid in an amount approved by the Court.

You may also hire a different attorney of your own choosing and at your own expense.

## 5. What Is The Effect of Joining or Not Joining the Lawsuit?

If you submit a signed consent form, you will join the lawsuit and be part of the case. You will be bound by any judgment or settlement in the case. Therefore, if the Plaintiffs win or settle the case, you may receive money from Defendants. If the Plaintiffs lose the case, you will receive nothing and will be bound by the decision, but you will not have to pay anything either. If you decide to join the lawsuit, you may be required to answer written questions under oath, produce documents relating to your claim, testify at an oral deposition under oath, and/or, if the case goes to trial, testify at trial about your claims against the Defendants.

If you do not wish to be a part of the lawsuit, you do not need to do anything. The decision to join is entirely yours.

Because of the statute of limitations, eligible workers who do not join this litigation, or choose to file their own separate claims, may lose their rights to recover overtime for work performed in the past for Defendants.

## 6. Defendants Cannot and Will Not Fire You for Joining this Lawsuit.

Many workers fear being terminated for making a wage claim. However, federal law prohibits Defendants from firing or in any other manner discriminating against you, directly or indirectly, because you join this case.

Nobody will be terminated or otherwise retaliated against for joining this lawsuit.

If you suspect any retaliation, call (504) 267-0777 and ask to speak with Charles Stiegler, or call (504) 588-2700 and ask to speak to Kenneth Bordes.

## 7. How Can You Receive More Information?

This Notice and its Contents have been authorized by the United States District Court, Eastern District of Louisiana, Honorable Judge Gregory G. Guidry, solely for notification purposes. However,

the Court has not considered or decided the merits of the Plaintiffs' lawsuit or the Defendants' defenses. **Please do not contact the Court regarding this Notice.** Instead, you may call or email the Plaintiffs' attorneys listed above if you have any questions.

**CONSENT TO BECOME A PARTY PLAINTIFF**

NAME:_____

1. I consent and agree to join as a party plaintiff in the lawsuit filed in the Eastern District of Louisiana against Joshua Bruno; Bruno, Inc.; MW Servicing, LLC; WBH Servicing, LLC; and any related entities or individuals, seeking recovery of unpaid wages and related penalties.

2. I understand that this lawsuit is filed under the Fair Labor Standards Acts as a collective action and hereby consent, agree and opt-in to become a plaintiff in that action and be bound by any judgment of the Court or settlement of the action.

3. I authorize Charles Stiegler of the Stiegler Law Firm, LLC and Kenneth Bordes of Kenneth C. Bordes, Attorney at Law LLC to act as my attorneys in the action, along with any other attorneys who may be associated into the action as co-counsel for the plaintiffs, and to make all decisions regarding the prosecution and settlement of this litigation.

4. In the event this matter is certified as a collective action and then decertified, I authorize the above-listed attorneys to use this Consent to Become a Party Plaintiff to re-file my claims individually in a separate or related action.

_____ _____
(Signature) (Date)

Please fill in the following blanks so that we will have your current contact information:

_____ _____ _____
Phone Number (cell) Phone Number (home) Email Address

_____ _____
Street Address City, State, and ZIP Code

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

| | | |
|---|---|---|
| BRITTANY MOORE; DMITRY FELLER; JADA EUGENE; and CHRISTOPHER WILLRIDGE | ) | |
| Plaintiffs | ) | Civil Action No. 2:20-cv-00217 |
| v. | ) | Hon. Gregory G. Guidry<br>Mag. Michael B. North |
| MW SERVICING, LLC; WBH SERVICING, LLC; and JOSHUA BRUNO; | ) | |
| Defendants | ) | COLLECTIVE ACTION |

**DECLARATION OF DMITRY FELLER**

1. I am Dmitry Feller, one of the named plaintiffs in this action. I am of the full age of majority and a resident of Lee County, Florida. All statements made in this declaration are true of my own personal knowledge, and if called as a witness I could and would testify as follows.

2. I began working for Joshua Bruno in August 2018, and was provided a title of Accounting Manager.

3. Although Mr. Bruno owns many companies, they all operate generally as "Bruno, Inc." or "Metrowide Apartments." The headquarters at 3929 Tulane Avenue in New Orleans controls all of the Bruno companies, including MW Servicing and WBH Servicing.

4. I was treated as a "salaried" employee with the title of Accounting Manager; however, I was required to write down timesheets reflecting when I arrived and when I

left for every day I worked.

5. I was directed in his employment by Defendant Bruno.

6. I have personal knowledge of Defendants' commingling of accounts, bank Defendants' payroll directives, and directives by Defendant Bruno. I was directed to refuse to pay employees final wages and overtime, regardless of what job title or pay scheme (salaried or hourly) applied to the complaining individual.

7. I worked for, and took direction from, Defendant Bruno on behalf of his several corporations and limited liability companies, including the named Defendant entities, owned by Defendant Bruno, in furtherance of Defendant Bruno's business interests.

8. At times, Steve Coffman would also carry out policies or directives provided by Defendant Bruno.

9. Employees of Defendants were required to track hours, regardless of any job description or pay agreement. As employees, our pay would be evaluated each pay period and reduced incrementally if Defendant Bruno determined for whatever reason we were not owed for certain hours in a pay period, our pay would be reduced per his discretion.

10. Employees of Defendants were required to work over forty (40) hours per week, and although our pay could be reduced per Defendant Bruno's discretion, we also never received overtime for work performed over forty (40) hours per week.

11. There was a known practice established by Defendant Bruno of threatening employees who complained of labor violations, and specifically refusing to pay employees their final paychecks whenever an employee resigned or was discharged.

12. The pay practices noted above, to reduce hours and pay during pay period, to refuse overtime, and to refuse payment of final wages, applied to every employee no

matter what job title or pay agreement was in place.

13. I resigned effective July 2, 2019.

14. Despite numerous requests, I have yet to receive my final pay check.

15. On September 2, 2019, after several other requests were denied and/or not responded to, I sent another demand noting it has been sixty (60) days since my resignation and the refusals to pay were direct violations of law.

16. True and correct copies of the demands for owed wages are attached to this declaration.

17. I spoke with numerous other former employees of Defendant Bruno, and I am personally aware of several others, who were not paid their last wages and received no overtime, and that this is common.

18. I have no formal legal training. Once I recognized that Defendant Bruno was not going to pay me or any other person the monies owed to us, I consulted a lawyer.

19. It is also important to me that Mr. Bruno does not continue these unlawful practices. That is why I also asked to be a plaintiff in a collective action.

20. I declare under the penalty of perjury under 28 U.S.C. 1746 that the foregoing is true and correct. Signed on the 19th day of April in Lee County, Florida.

Dmitry Feller

*Dmitry Feller*

EXHIBIT A

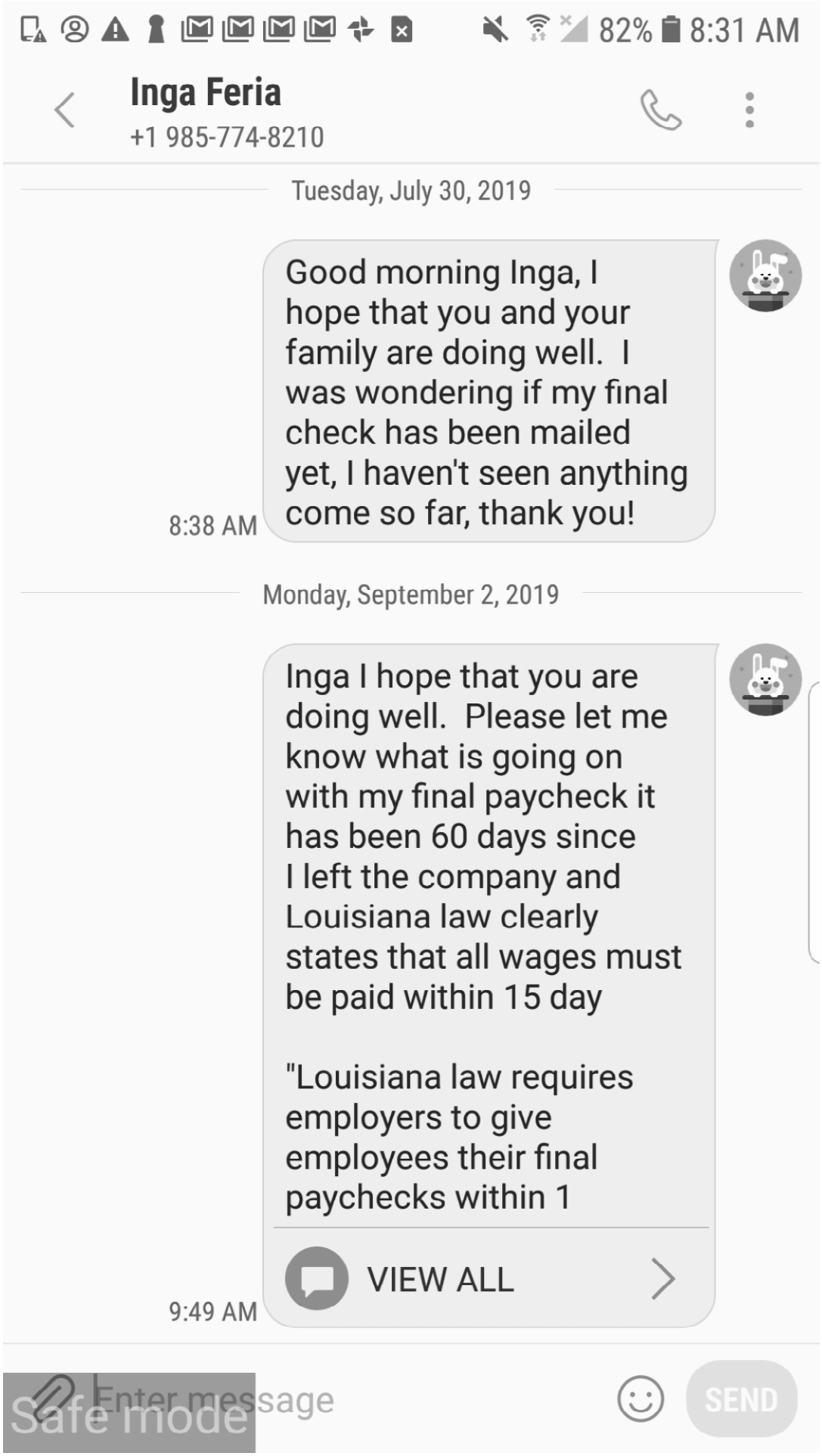

82% 8:31 AM
Inga Feria
+1 985-774-8210
Tuesday, July 30, 2019
Good morning Inga, I hope that you and your family are doing well. I was wondering if my final check has been mailed yet, I haven't seen anything come so far, thank you!
8:38 AM
Monday, September 2, 2019
Inga I hope that you are doing well. Please let me know what is going on with my final paycheck it has been 60 days since I left the company and Louisiana law clearly states that all wages must be paid within 15 day
"Louisiana law requires employers to give employees their final paychecks within 1
VIEW ALL
9:49 AM
Enter message
SEND
Safe mode

EXHIBIT B

METROWIDE APARTMENTS

# Staff Time Card

Employee Name: Dmitry
Supervisor:

Title:
Payroll Period:

| Day | Date | Time In | Time Out | On Call/Sat hours | Lunch/Breaks | Total |
|---|---|---|---|---|---|---|
| Thursday | 1/3 | 8:50 | 7:13 | | 1:00 | 9:23 |
| Friday | 1/4 | 8:50 | 6:30 | | 1:00 | 8:40 |
| Saturday | 1/5 | | | | | |
| Sunday | 1/6 | | | | | |
| Monday | 1/7 | 8:50 | 6:30 | | 1:00 | 8:40 |
| Tuesday | 1/8 | 8:50 | 6:34 | | 1:00 | 8:44 |
| Wednesday | 1/9 | 8:50 | 6:46 | | 1:00 | 8:56 |
| | | | | | Total Hours | 44:23 |

| Day | Date | Time In | Time Out | On Call/Sat hours | Lunch/Breaks | Total |
|---|---|---|---|---|---|---|
| Thursday | 1/10 | 8:50 | 6:15 | | 1:00 | 8:25 |
| Friday | 1/11 | 8:50 | 6:30 | | 1:00 | 8:40 |
| Saturday | 1/12 | | | | | |
| Sunday | 1/13 | | | | | |
| Monday | 1/14 | 8:50 | 6:45 | | 1:00 | 8:55 |
| Tuesday | 1/15 | 8:50 | 6:15 | | 1:00 | 8:25 |
| Wednesday | 1/16 | 8:50 | 7:30 | | 1:00 | 9:40 |
| | | | | | Total Hours | 44:05 |
| | | | | | Grand Total | 88:28 |

Comments:

Employee Signature — 1/16 Date

Manager Signature — Date

EXHIBIT C

Bi-Weekly Payroll Checklist
MW & WBH
Payroll
Name

Summary

0 Late/ Leave Early Time
0 Absent Hours
0 PTO Used This Period
0 PTO Remaining after this period
0 Hours Held
0 Hours Deducted
88:28 Total Hours Worked
Hours Paid or Full Salary

Hours To Paid on Next Check

Checklist

✓ Daily Print any Late, Absent or Maint Time Out Emails
✓ If New Hire enter into P/R or Vendor Screen
✓ Calculate probationary Period Before PTO Allowed
✓ Add New Hires or Raises to Payroll Rate Sheet
✓ Collect Time Sheet
✓ Match Maint Time out, Late & Absent Emails with Paper Timesheets
✓ Review Phone GPS Report for Unsceduled activity
✓ Review Truck Idle Report for Idles over 5 minutes
✓ Review Truck Stop Report for Unsceduled activity
✓ Calculate any Deductions for not punching in and out correctly( Hold Day till Next Pay Period)
✓ Calculate Deductions For Not Being where suposse to be working( Deduct Time Left Josb To return X2)
✓ Compare Filed Force Time To Paper Time Sheet
✓ Make Deductions from Time Issues and Calculate Pay
Present Josh Summary
Process Pay

Monthly
1/3/19 - 1/16/19

Full Salary

Updated 11/8/17

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

| | | |
|---|---|---|
| BRITTANY MOORE; DMITRY FELLER; JADA EUGENE; and CHRISTOPHER WILLRIDGE | ) | |
| Plaintiffs | ) | Civil Action No. 2:20-cv-00217 |
| v. | ) | Hon. Gregory G. Guidry<br>Mag. Michael B. North |
| MW SERVICING, LLC; WBH SERVICING, LLC; and JOSHUA BRUNO; | ) | |
| Defendants | ) | COLLECTIVE ACTION |

**DECLARATION OF BRITTANY MOORE**

1. I am Brittany Moore, one of the named plaintiffs in this action. I am of the full age of majority and a resident of Jefferson Parish, Louisiana. All statements made in this declaration are true of my own personal knowledge, and if called as a witness I could and would testify as follows.

2. I began working for Joshua Bruno in November 2019, as the Assistant Property Manager of the Oakmont Apartments in Algiers, Louisiana.

3. Although Mr. Bruno owns many companies, they all operate generally as "Bruno, Inc." or "Metrowide Apartments." The headquarters at 3929 Tulane Avenue in New Orleans controls all of the Bruno companies, including MW Servicing and WBH Servicing.

4. I was treated as a "salaried" employee with the title of Assistant Property Manager; however, I was required to write down timesheets reflecting when I arrived and when I left for every day I worked.

5. During my time working for Mr. Bruno, I received two payments: one paper check from MW Servicing, LLC, and one direct deposit from WBH Servicing, LLC. I have not received a W2 or any other tax documents from any company owned by Mr. Bruno.

6. I only worked at Oakmont Apartments for a short period of time. Crime and drugs were rampant at the apartments, and Metrowide did not provide enough security or lighting for me to feel safe. The last straw happened when an angry ex-tenant called with threats and the office basically told me, deal with it yourself.

7. I resigned effective December 12, 2019. At the time, I was owed for one week and one day of pay.

8. The next regularly scheduled payday was December 20, 2019. I did not receive a direct deposit for my last paycheck on that day.

9. I repeatedly tried to call the main office and ask for my check, but they would not take my calls.

10. I texted both Mr. Bruno and Steve Coffman (his second-in-command), asking about my check. They both gave me the runaround and did not pay.

11. True and correct copies of these text messages between myself and Mr. Bruno and Mr. Coffman are attached to this declaration.

12. I spoke with Molly Smith, another former Bruno employee who has since moved to Colorado. She told me that she was not paid her last wages either, and that this is common.

13. When it became clear that Mr. Bruno was <u>not</u> going to pay me for my last week of work, I hired a lawyer. The amount of money Mr. Bruno owes me may not seem like much to him, but I am the sole means of support for my children, and it matters to me.

14. It is also important to me that Mr. Bruno does not continue this unlawful practice. That is why I asked my lawyer to file this as a collective action.

15. I declare under the penalty of perjury under 28 U.S.C. 1746 that the foregoing is true and correct. Signed on the 17th day of April in 2020, Louisiana.

BMoore
*Brittany Moore*

EXHIBIT A

12/12/2019

Molly,

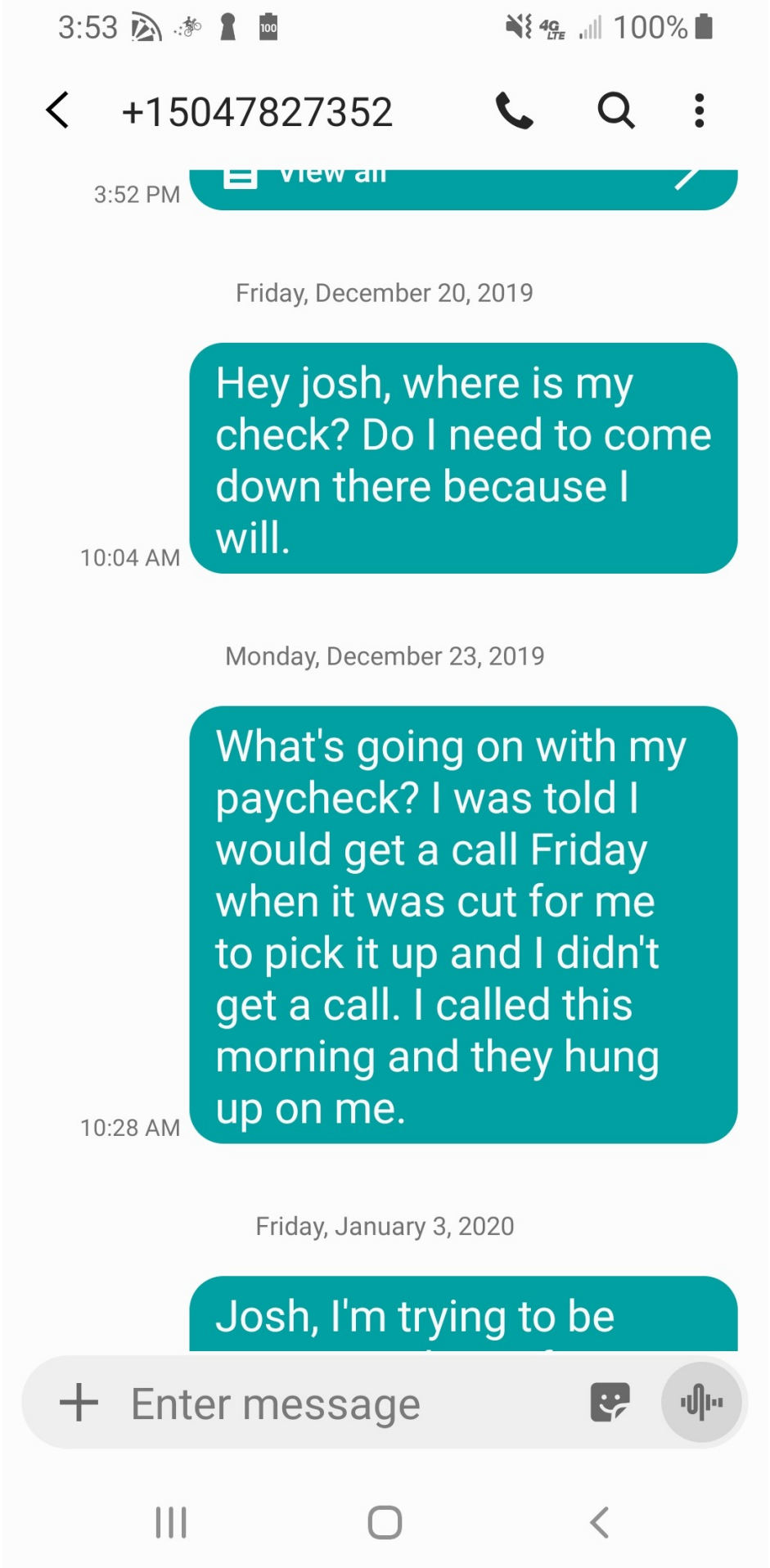
Thank you for the opportunity you have given me at Oakmont. At this time, I believe it is in my best interest and personal safety to part ways. Attached is a copy of my time sheet for hours worked this pay period.

Again, Thank you.

Sincerely,

Brittany Moore

EXHIBIT B


3:53
100%
+15047827352
3:52 PM
View all
Friday, December 20, 2019
Hey josh, where is my check? Do I need to come down there because I will.
10:04 AM
Monday, December 23, 2019
What's going on with my paycheck? I was told I would get a call Friday when it was cut for me to pick it up and I didn't get a call. I called this morning and they hung up on me.
10:28 AM
Friday, January 3, 2020
Josh, I'm trying to be
Enter message

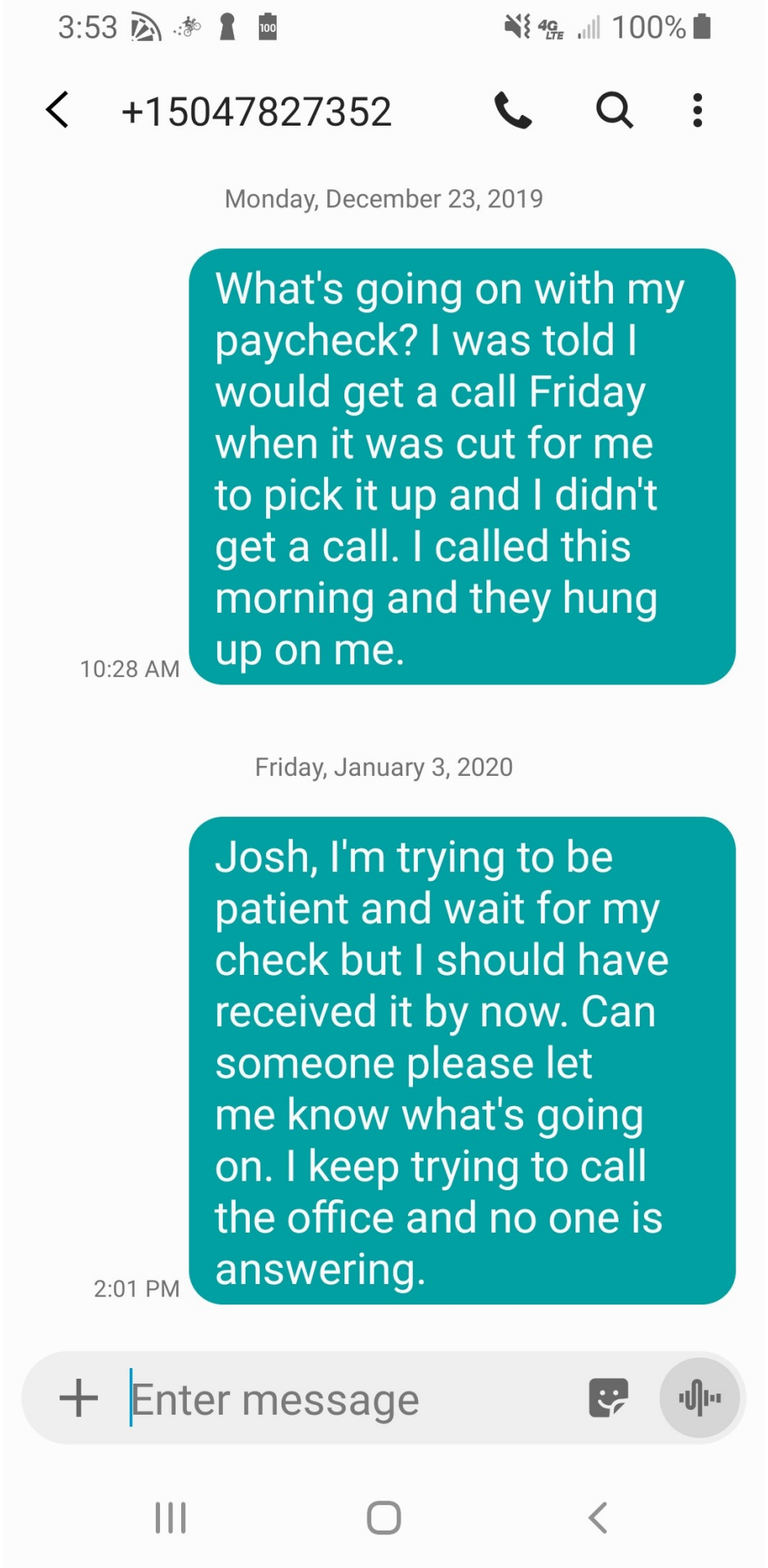

3:53
100%
+15047827352
Monday, December 23, 2019
What's going on with my paycheck? I was told I would get a call Friday when it was cut for me to pick it up and I didn't get a call. I called this morning and they hung up on me.
10:28 AM
Friday, January 3, 2020
Josh, I'm trying to be patient and wait for my check but I should have received it by now. Can someone please let me know what's going on. I keep trying to call the office and no one is answering.
2:01 PM
Enter message

EXHIBIT C

3:54 100%

+15042923213

Friday, December 20, 2019

Hey steve, why didnt I get paid? Do I need to come down to the office.

10:07 AM

Monday, December 23, 2019

Hey steve, I text josh, I tried calling the office. I'm trying to figure out what's going on with my pay-check. I was told I would get a call Friday when it was cut and I didn't. Tried calling this morning and someone hung up on me.

10:30 AM

Hey Brittany. Just to confirm your convo with Melissa, it'll be mailed.

We mail it to the

Enter message

+15042923213

Hey Brittany. Just to confirm your convo with Melissa, it'll be mailed.

We mail it to the address on file, correct?

11:51 AM

11:59 AM

5919 anderson pl Marrero, la 70072

12:00 PM

Or I can come get it.. whichever is easier

Monday, December 30, 2019

12:16 PM

Just seeing if you mailed my check already? I still have not received it

It goes out this pay period

+15042923213

It should've went out last pay period.

Why cant I just come pick it up? 15 days was last friday.

3:36 PM

Oh, maybe it did go out Friday then. Inga would know best.

4:13 PM

Friday, January 3, 2020

Hey, I need to know what's going on with my check. I still haven't received it and I have tried calling Inga but nobody is answering the phones.

1:59 PM

This is ridiculous. I should have gotten it last week if anything

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

| | | |
|---|---|---|
| BRITTANY MOORE; DMITRY FELLER; JADA EUGENE; and CHRISTOPHER WILLRIDGE | ) | |
| Plaintiffs | ) | Civil Action No. 2:20-cv-00217 |
| v. | ) | Hon. Gregory G. Guidry<br>Mag. Michael B. North |
| MW SERVICING, LLC; WBH SERVICING, LLC; and JOSHUA BRUNO; | ) | |
| Defendants | ) | COLLECTIVE ACTION |

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**DECLARATION OF JADA EUGENE**

1. I am Jada Eugene, one of the named plaintiffs in this action. I am of the full age of majority and a resident of Jefferson Parish, Louisiana. All statements made in this declaration are true of my own personal knowledge, and if called as a witness I could and would testify as follows.

2. I began working for Joshua Bruno in June 2019, and was provided the title Leasing Consultant.

3. I was treated as a "salaried" employee with the title of Leasing Consultant; however, I was required to write down timesheets reflecting when I arrived and when I left for every day I worked. I was also promised bonuses as part of the agreement, but never received any bonuses or pay calculations showing my bonus calculations.

4. I only worked for Defendants for a short period of time. The intimidation, threats, and hostile work environment I encountered was extremely unhealthy and stressful.

5. I resigned July 5, 2019.

6. Like everyone else, I worked for, and took direction from, Defendant Bruno on behalf of all of his properties and companies, including the named Defendants.

7. My job consisted of taking information and putting it into computers for prospective renters.

8. After several requests, on August 24, 2019, I sent a written demand to Defendants asking for my earned wages and even cited to the law requiring payment of my wages.

9. Around the time I left I became aware of the schemes in place where all employees were not paid overtime as owed and would be cheated out of all regular and overtime wages in their last paycheck, regardless of job duty. This was common.

10. After speaking to former co-workers, all cheated out of wages in the same ways who were also looking to take action, I hired a lawyer to get my owed wages back and to prevent Mr. Bruno from continuing this unlawful practice. That is why I asked to be a part of this collective action on behalf of all the other employees who were stolen from just like us.

11. I declare under the penalty of perjury under 28 U.S.C. 1746 that the foregoing is true and correct. Signed on the 24th day of April in New Orleans, Louisiana.

Jada Eugene

*Jada Eugene*

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

| | | |
|---|---|---|
| BRITTANY MOORE; DMITRY FELLER; JADA EUGENE; and CHRISTOPHER WILLRIDGE | ) | |
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| Defendants | ) | COLLECTIVE ACTION |

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**DECLARATION OF CHRISTOPHER WILLRIDGE**

1. I am Christopher Willridge, one of the named plaintiffs in this action. I am of the full age of majority and a resident of Orleans Parish, Louisiana. All statements made in this declaration are true of my own personal knowledge, and if called as a witness I could and would testify as follows.

2. I began working for Joshua Bruno in April 2019, and was provided a title of Area Property Manager.

3. Although Mr. Bruno owns many companies, they all operate generally as "Bruno, Inc." or "Metrowide Apartments." The headquarters at 3929 Tulane Avenue in New Orleans controls all of the Bruno companies, including MW Servicing and WBH Servicing.

4. I was treated as a "salaried" employee with the title of Area Property Manager; however, I was required to write down timesheets reflecting when I arrived and when I left for every day I worked. I was also promised bonuses as part of the agreement, but never received

any bonuses or pay calculations showing my bonus calculations.

5. Work was required to be performed on behalf on Mr. Bruno and several of his companies and properties.

6. I worked for, and took direction from, Defendant Bruno on behalf of his several corporations and limited liability companies, including the named Defendant entities, owned by Defendant Bruno, in furtherance of Defendant Bruno's business interests.

7. At times, Steve Coffman would also carry out policies or directives provided by Defendant Bruno.

8. Like me, employees of Defendants were required to track hours. Our pay would be evaluated each pay period and reduced incrementally if Defendant Bruno determined we were not owed for certain hours, regardless of who the employee was and regardless of their previously agreed upon pay structure.

9. Like me, employees of Defendants were required to workover forty (40) hours per week, and although our pay could be reduced for hours Mr. Bruno felt we were not owed in a pay period, we also never received overtime for work performed over forty (40) hours per week.

10. There was a known practice established by Defendant Bruno of threatening employees who complained of labor violations, and specifically refusing to pay employees their final paychecks whenever an employee resigned or was discharged.

11. I resigned effective June 26, 2019.

12. Despite numerous requests, I have yet to receive my final pay check.

13. On July 16, 2019, after several verbal requests were denied, I demanded payment of my owed wages in writing.

14. True and correct copies of the demand for owed wages are attached to this declaration.

15. I spoke with numerous other former employees of Defendant Bruno, and am personally aware of several others, who were not paid their last wages and received no overtime, and that this is common.

16. Because it was clear that Defendant Bruno was not going to change his mind and pay me my owed wages, I hired a lawyer.

17. It is also important to me that Mr. Bruno does not continue these unlawful practices. That is why I also asked to be a plaintiff in a collective action.

18. I declare under the penalty of perjury under 28 U.S.C. 1746 that the foregoing is true and correct. Signed on the 24th day of April in New Orleans, Louisiana.

*Christopher Willridge*

# EXHIBIT A

On Tuesday, July 16, 2019, 5:38 PM, chriswillridge@yahoo.com <chriswillridge@yahoo.com> wrote:

Christopher Willridge
4324 Clio St
New Orleans, LA 70125

Joshua Bruno c/o MW Servicing, LLC
147 Carondelet St. Ste. 1137
New Orleans, LA 70130

July 16, 2019

Dear Joshua Bruno c/o MW Servicing, LLC,

I am writing this email in regard to my employment which ended on June 26, 2019. As of this date, wages in the amount of $1125 are owed to me. Louisiana Stat. 23:631states that when an employee quits, an employer must pay the employee all wages due by the regular payday on which the employee would have been paid if employment had continued or within 15 days, whichever occurs first. I request that payment be made in full five business days from the date that this letter is received.

If a payment is not made by this due date, I will report the unpaid wages to the Department of Labor and/or take legal action. If this request for wages owed becomes a legal matter, you may be held liable for attorney's fees and court costs related to the attorney I will need to hire in order to file a lawsuit to get the wages I am owed. You may also be required to pay a penalty in the form of additional funds and legal interest as required.

Please send the payment to my attention at the above-mentioned address.

Sincerely,

Chris Willridge

# Demand for final wages

chriswillridge@yahoo.com
chriswillridge@yahoo.com
show less

to jbruno@brunoinc.com
cc purchasing@brunoinc.com
date Jul 16 at 5:38 PM

Christopher Willridge
4324 Clio St
New Orleans, LA 70125

Joshua Bruno c/o MW Servicing, LLC
147 Carondelet St. Ste. 1137
New Orleans, LA 70130

July 16, 2019

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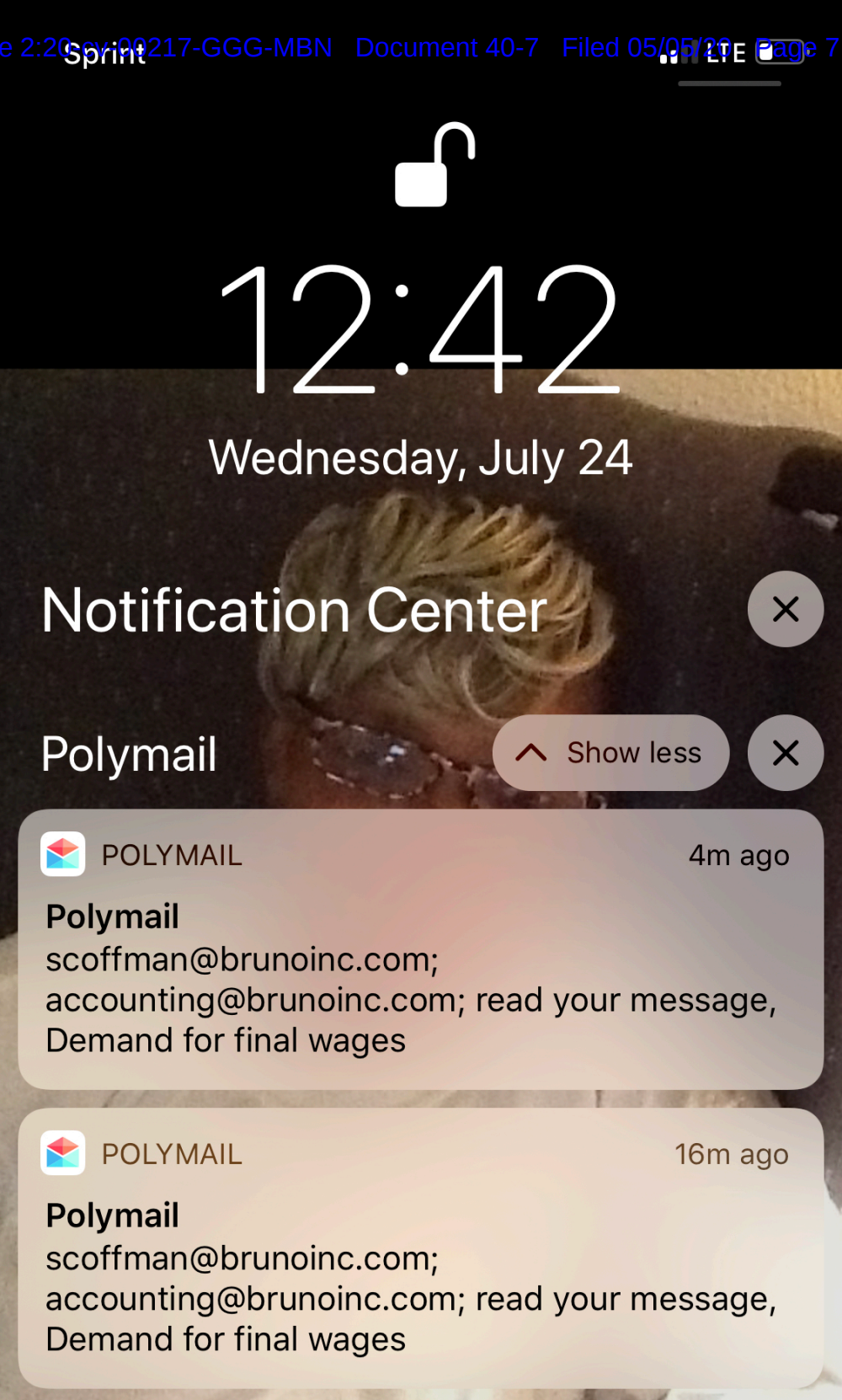
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