

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

Jude Bonnet,)	
Soisius Dalma,)	
Lenord Damisse,)	
Andre Estinfort,)	
Jean Etienne,)	
Jean Robert Francois,)	
Ifocoeur Loudor,)	
Denis Princilus,)	
Madeleine Saint Eulus)	
and)	
Emile St. Louis,)	
)	
<i>Plaintiffs</i>)	
)	
v.)	Civil Action No.
)	
Carol Paul,)	
Coastal Blueberry Service, Inc.,)	
Hancock Foods, Inc.,)	
Walter Bachelder,)	
Miranda Merchant,)	
RCR Properties, Pack I LLC,)	
RCR Properties, Pack IV LLC,)	
Jean Seneque)	
and)	
The HSJ Real Estate Title Holding Trust,)	
)	
<i>Defendants</i>)	

COMPLAINT AND DEMAND FOR JURY TRIAL

Introduction

1. The Plaintiffs are 10 migrant farm workers who were recruited by Defendant Carol Paul for employment by Defendants Coastal Blueberry Service, Inc. and Hancock Foods, Inc. in the harvesting and processing of blueberries in 2010, 2011, 2012 and/or 2013. As alleged herein, Defendants Paul, Coastal, and Hancock violated almost every applicable

provision of the Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. §§1801 et seq. (AWPA), the primary federal statute designed to protect migrant farm workers from abusive, coercive and unsafe employment practices and to ensure minimally adequate housing and safe transportation. Three of the Plaintiffs also bring claims to recover unpaid wages pursuant to 26 M.R.S.A. §626 and two bring claims for breach of contract. Additionally, the Plaintiffs bring claims against Defendants Walter Bachelder; Miranda Merchant; RCR Properties, Pack I LLC; RCR Properties, Pack IV LLC; Jean Seneque and The HSJ Real Estate Title Holding Trust as the owners of severely substandard housing in which the Plaintiffs lived.

Jurisdiction and Venue

2. Plaintiffs state claims for relief pursuant to the Migrant and Seasonal Agricultural Workers Protection Act, 29 U.S.C. §§1801 et seq., and therefore this Court has jurisdiction pursuant to 28 U.S.C. §1854(a) and 28 U.S.C. §1331.
3. This Court has supplemental jurisdiction over Plaintiffs' state law claims for unpaid wages and breach of contract pursuant to 28 U.S.C. §1367 because those claims are so related to the claims within the original jurisdiction of the Court that they form part of the same case or controversy.
4. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in Maine.

Demand for Jury Trial

5. Plaintiffs demand a jury trial on all issues triable by right to a jury.

Plaintiffs

6. All of the Plaintiffs were born in Haiti and speak Haitian Creole. Plaintiffs Jude Bonnet, Soisius Dalma, Lenord Damisse, Andre Estinfort, Jean Etienne, Jean Robert Francois, and Emile St. Louis are not fluent or fully literate in English.
7. Plaintiffs Jude Bonnet, Soisius Dalma, Lenord Damisse, Andre Estinfort, Jean Etienne, Jean Robert Francois, Ifocoeur Loudior, and Emile St. Louis are, and at all times relevant to their claims were, permanent residents of Fort Pierce, Florida.
8. Plaintiff Denis Princilus is, and at all times relevant to his claims was, a permanent resident of Plantation, Florida.
9. Plaintiff Madeleine Saint Eulus is a permanent resident of Bucksport, Maine. At all times relevant to her claims, Saint Eulus was a permanent resident of Belle Glade, Florida.
10. At all times relevant to their claims, Plaintiffs Bonnet and Princilus were employed in harvesting an agricultural commodity, specifically blueberries, on a seasonal basis, were required to be absent overnight from their permanent places of residence and were thus migrant agricultural workers within the meaning of AWP, 29 U.S.C. §1802(8)(A) and/or are aggrieved persons within the meaning of AWP, 29 U.S.C. §1854(a) due to the Defendants' violations of AWP as alleged herein.
11. At all times relevant to his claims against Coastal, Plaintiff Dalma was employed in harvesting an agricultural commodity, specifically blueberries, on a seasonal basis, was required to be absent overnight from his permanent places of residence and was thus a migrant agricultural worker within the meaning of AWP, 29 U.S.C. §1802(8)(A) and/or is an aggrieved person within the meaning of AWP, 29 U.S.C. §1854(a) due to the Defendants' violations of AWP as alleged herein.

12. At all times relevant to their claims, Plaintiffs Damisse, Estinfort, Etienne, Francois, Loudior, Saint Eulus and St. Louis were employed in handling, drying, packing, packaging, processing freezing and/or grading prior to delivery for storage of an agricultural commodity in it unmanufactured state, specifically blueberries, and/or horticultural commodities, specifically evergreen branches, on a seasonal basis, were required to be absent overnight from their permanent places of residence and were thus migrant agricultural workers within the meaning of AWP, 29 U.S.C. §1802(8)(A) and/or are aggrieved persons within the meaning of AWP, 29 U.S.C. §1854(a) due to the Defendants' violations of AWP as alleged herein.
13. At all times relevant to his claims against Hancock, Plaintiff Dalma was employed in handling, drying, packing, packaging, processing freezing and/or grading prior to delivery for storage of an agricultural commodity in it unmanufactured state, specifically blueberries, on a seasonal basis, was required to be absent overnight from his permanent places of residence and was thus a migrant agricultural worker within the meaning of AWP, 29 U.S.C. §1802(8)(A) and/or is an aggrieved person within the meaning of AWP, 29 U.S.C. §1854(a) due to the Defendants' violations of AWP as alleged herein.
14. Plaintiffs may be joined in this action pursuant to Federal Rule of Civil Procedure 20 because they assert rights to relief jointly, severally or in the alternative with respect to or arising out of the same transaction, occurrence or series of transactions or occurrences, and questions of law or fact common to all Plaintiffs will arise in this action.

Defendants

15. Defendant Carol Paul (Paul) is a resident of Lamoine, Maine, who in 2010, 2011, 2012

and 2013 recruited and solicited migrant agricultural workers for employment by Coastal and Hancock, furnished migrant farm workers as employees to Hancock, drove and transported, or caused the transportation of, migrant farm workers to be employed by Coastal and Hancock to Maine and also transported, or caused the transportation of, migrant agricultural workers to and from their worksites in Maine, and arranged for, provided and controlled housing for migrant agricultural workers employed by Coastal and Hancock .

16. Defendant Coastal Blueberry Service, Inc. (Coastal) is a Maine corporation, with a principal place of business in Union, Maine, engaged in the business of growing and harvesting blueberries. At all times relevant to the claims made against it by Plaintiffs Bonnet, Dalma and Princilus, Coastal was also engaged in recruiting, soliciting, hiring, employing and/or transporting migrant agricultural workers for money or other valuable consideration. Thus, at all times relevant to those Plaintiffs' claims, Coastal was a Farm Labor Contractor within the meaning of AWP, 29 USC §§1802(6) and (7).
17. In the alternative, at all times relevant to the claims made against it by Plaintiffs Bonnet, Dalma and Princilus, Coastal owned and/or operated a farm and was engaged in recruiting, soliciting, hiring, employing and/or transporting migrant agricultural workers. Thus, at all times relevant to those Plaintiffs' claims, Coastal was an agricultural employer within the meaning of AWP, 29 USC §§1802(2).
18. Defendant Hancock Foods, Inc. (Hancock) is a Maine corporation, with a principal place of business in Hancock, Maine, engaged in the business of processing and shipping blueberries. At all times relevant to the claims made against it by Plaintiffs Dalma, Damisse, Estinfort, Etienne, Francois, Louidor, Saint Eulus and St. Louis, Hancock

owned and/or operated a blueberry processing establishment and was engaged in recruiting, soliciting, hiring, employing and/or transporting migrant agricultural workers. Thus, at all times relevant to those Plaintiffs' claims, Hancock was an agricultural employer within the meaning of AWP, 29 USC §§1802(2).

19. Coastal and Hancock employed Paul at all times relevant to Plaintiffs' claims and with regard to all acts or omissions relevant to the Plaintiffs' claims.
20. In the alternative, Paul was a Farm Labor Contractor within the meaning of AWP, 29 USC §§1802(6) and (7), who, for a fee, recruited and solicited migrant farm workers for employment by Coastal and Hancock, furnished migrant agricultural workers as employees to Coastal and Hancock, transported or caused the transportation of migrant agricultural workers to be employed by Coastal and Hancock to Maine and also to and from their worksites in Maine. Paul also drove migrant agricultural workers from New Jersey to Maine and also arranged for, provided and controlled housing for migrant agricultural workers employed by Coastal and Hancock. In this alternative capacity, Paul acted as agent for Coastal and Hancock at all times and with regard to all acts or omissions relevant to Plaintiffs' claims.
21. Defendant Walter Bachelder is a resident of the State of Maine who at all times relevant to the claims made against him by Plaintiffs Dalma and St. Louis owned the real property at 24 High Street in Ellsworth, Maine in which Dalma and St. Louis were housed.
22. Defendant Miranda Merchant is a resident of the State of Maine who at all times relevant to the claims made against her by Plaintiffs Dalma and St. Louis owned the real property at 24 High Street in Ellsworth, Maine in which Dalma and St. Louis were housed.
23. Defendant RCR Properties, Pack I LLC is a Maine corporation with a principal place of

business in Augusta, Maine and which at all times relevant to the claims made against it by Plaintiffs Bonnet and Dalma owned the real property known as the Edwards Hotel at 53 Water Street in Augusta, Maine in which Bonnet and Dalma were housed.

24. Defendant RCR Properties, Pack IV LLC is a Maine corporation with a principal place of business in Augusta, Maine and which at all times relevant to the claims made against it by Plaintiff Princilus owned the real property at 17 Laurel Street in Augusta, Maine in which Princilus was housed.
25. Defendant Jean Seneque is a resident of Ellsworth, Maine who at all times relevant to the claims made against him by Plaintiffs Dalma, Estinfort and St. Louis owned the real property at 14 Cedar Grove in Ellsworth, Maine in which Dalma, Estinfort and St. Louis were housed.
26. Defendant The HSJ Real Estate Title Holding Trust is a Maine Trust which at all times relevant to the claims made against it by Plaintiffs Francois and St. Louis owned the trailer and real property at 108 Douglas Highway in Lamoine, Maine in which Francois and St. Louis were housed.
27. Defendants may be joined in this action pursuant to Federal Rule of Civil Procedure 20, because the Plaintiffs assert rights to relief against them jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences, and questions of law or fact common to all Defendants will arise in this action.

*Facts Relevant to Claims Asserted By Plaintiff Jude Bonnet
2010 Season*

28. At no time relevant to the claims asserted by Bonnet was Paul registered as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employee (FLCE) with USDOL, nor was he

authorized by USDOL to transport or house migrant agricultural workers, including Bonnet.

29. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2010, and specifically recruited Bonnet to work at Hancock during the 2010 Maine blueberry harvesting and processing season.
30. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Bonnet to work at Hancock in 2010.
31. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited for employment at Hancock, including Bonnet, and/or knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Bonnet.
32. Paul told Bonnet that he (Bonnet) would work in Hancock's blueberry processing facility and would earn money based on an hourly wage, with overtime pay for hours in excess of 40 per week.
33. Paul also told a group of workers that included Bonnet that the work in Maine included the "big season", which would last four to six weeks, after which some workers returned to Florida. Paul also told the group of workers, including Bonnet, that those who want to could stay and work the "little season". Paul also told the group of workers, including Bonnet, that they would make "five to six hundred dollars a week" working at Hancock, and that the work would last almost a year.
34. Paul and his wife, Guerline, reassured Bonnet that in 2010 Bonnet would work in the packing house, instead of in the fields harvesting blueberries as he did in 2009.

35. Paul provided this information to Bonnet knowing that it was false or misleading.
36. By offering Bonnet employment at Hancock at an hourly rate of pay with overtime, sufficient to earn at least \$500 to \$600 per week, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Bonnet to provide employment at Hancock during the “big season” and thereafter through at least the end of the “little season” sufficient to earn at least \$500 to \$600 per week.
37. After receiving this recruitment information from Paul in July 2010, Bonnet agreed to come to Maine and work for Hancock. Bonnet told an agent of Hancock and Paul that he would travel to Maine to work at Hancock’s blueberry processing facility. Bonnet planned to work at Hancock for as long as the processing work continued, which Paul told him would be nearly a year.
38. Hancock, and in the alternative Hancock and Paul, did not provide Bonnet, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers’ compensation insurance.
39. Paul transported Bonnet, or caused Bonnet to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July and/or early August 2010.
40. Paul acted as Hancock’s employee or in the alternative as an FLC and Hancock’s agent when he transported Bonnet, or caused Bonnet to be transported, to Maine in 2010.
41. If Paul was not acting as Hancock’s employee, Hancock expressly authorized Paul’s transportation activities with respect to the migrant agricultural workers he recruited for work at Hancock, including Bonnet, and/or knowingly or negligently permitted Paul to

act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Bonnet.

42. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Bonnet, or caused Bonnet to be transported, from New Jersey to Maine in an old yellow school bus. The bus was severely overcrowded. Bonnet sat on a seat intended for two school children. Two other adult workers shared the seat, and others were seated on overturned buckets in the center aisle. Workers' possessions were crammed onto the bus and obstructed the aisles and exit.
43. Upon information and belief, Hancock, and in the alternative Hancock and Paul, intentionally failed to insure the old yellow school bus used to transport Bonnet from New Jersey to Maine.
44. When the bus arrived in Maine, there was a stop at which workers to be employed by Hancock exited the bus. Bonnet exited the bus because Paul had promised him work at Hancock in 2010 in order to convince him to come to Maine. Agents of Hancock and Paul told Bonnet that he could not work at Hancock and forced him to get back on the bus. From there, Bonnet was transported to housing for workers employed by Coastal located at the Edwards Hotel, 53 Water Street, Augusta, Maine.
45. Hancock did not hire Bonnet to work in its blueberry processing facility for the 2010 – 2011 Maine blueberry harvesting and processing season.
46. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Bonnet by failing to provide Bonnet with the amount of work promised at the time of recruitment, and as a result Bonnet earned significantly less than he would have earned had Hancock provided the

work promised in Paul's recruitment statements.

47. Bonnet sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Bonnet and their violation of the working arrangement they had made with Bonnet, including humiliation, inconvenience, discomfort, emotional distress and mental suffering.
48. After Hancock, and in the alternative Hancock and Paul, intentionally violated the working arrangement they made with Bonnet by not providing Bonnet with employment at Hancock, Paul recruited Bonnet to work for Coastal.
49. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he recruited Bonnet to work at Coastal in 2010.
50. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited for employment at Coastal, including Bonnet; knowingly or negligently permitted Paul to act with Coastal's apparent authority in recruiting migrant agricultural workers, including Bonnet, and/or ratified Paul's recruitment activities with respect to Bonnet in 2010 by hiring and employing Bonnet and many other migrant agricultural workers whom Paul recruited and transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
51. Paul told Bonnet that he would be paid by the piece for field work, that he would \$3.00 per box of blueberries he harvested.
52. Paul provided this information to Bonnet knowing that it was false or misleading.
53. Additionally, Paul failed to disclose to Bonnet that he would be required to overfill his boxes.

54. Paul failed to disclose this information to Bonnet knowing that the lack of this information would be misleading to Bonnet.
55. By offering Bonnet employment at Coastal at a piece rate of \$3.00 per box of blueberries, Coastal, and in the alternative Coastal and Paul, made a working arrangement with Bonnet to pay him \$3.00 a box without any overfilling requirement.
56. Coastal, and in the alternative Coastal and Paul, did not provide Bonnet, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.
57. Bonnet had no way to return to Florida or seek other work, and so he went to work for Coastal.
58. Paul furnished Bonnet as an employee to Coastal and Coastal employed Bonnet from July 21, 2010 to August 12, 2010.
59. Paul was acting as Coastal's employee or in the alternative as an FLC and Coastal's agent when he furnished Bonnet as an employee to Coastal.
60. Paul and Coastal transported Bonnet and other workers to and from 53 Water Street, Augusta, Maine to the blueberry fields where they worked in an old yellow school bus.
61. Coastal, and in the alternative Coastal and Paul, intentionally violated without justification the working arrangement they had made with Bonnet by failing to pay Bonnet \$3.00 per box of blueberries, by requiring Bonnet to overfill the boxes of berries he harvested and by failing to give Bonnet the quantity of work promised, and as a result Bonnet earned significantly less than he would have earned had Coastal provided the

wages and the work promised in Paul's recruitment statements.

62. Bonnet earned \$1,206 for the entire season working for Coastal, which is significantly less than he would have earned working at Hancock.
63. Bonnet sustained additional actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, provision of false and misleading information to Bonnet and their violation of the working arrangement they had made with Bonnet, including, humiliation, inconvenience, discomfort, emotional distress and mental suffering.
64. Coastal, and in the alternative Coastal and Paul, intentionally failed to pay Bonnet the wages he had earned by failing to pay Bonnet \$3.00 per box of blueberries and by requiring Bonnet to overfill the boxes of berries he raked.
65. Bonnet's job was harvesting blueberries with a tool known as a blueberry rake, filling boxes with harvested blueberries and performing certain ancillary tasks.
66. Coastal paid Bonnet a piece rate of \$2.80 per box of harvested blueberries.
67. Coastal, and in the alternative Coastal and Paul, required Bonnet to fill his boxes of blueberries above the fill line, and poured the extra berries into other boxes.
68. Coastal never paid Bonnet for the berries he harvested that were poured into other boxes.
69. The wage statements Coastal provided to Bonnet and other workers in 2010 did not indicate the basis on which wages are paid, i.e., the piece rate paid by Coastal to Bonnet. Additionally, because Coastal required Bonnet to overfill his boxes and did not pay Bonnet for the excess blueberries, the wage statements Coastal provided to Bonnet did not accurately reflect the number of boxes of blueberries which Bonnet raked.
70. The payroll and employment records kept by Coastal did not accurately reflect the number of boxes of blueberries which Bonnet raked because Coastal required Bonnet to

overfill his boxes and did not pay Bonnet for the excess blueberries.

71. Coastal intentionally failed to display at Bonnet's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AFWA.
72. Paul located, provided and controlled housing for Bonnet in 2010.
73. Paul was acting as Coastal's employee or in the alternative as an FLC and Coastal's agent when he located, provided and controlled housing for Bonnet.
74. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Coastal employed, including Bonnet; knowingly or negligently permitted Paul to act with Coastal's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Coastal employed, including Bonnet, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Bonnet.
75. Coastal, and in the alternative Coastal and Paul, housed Bonnet at the Edwards Hotel, 53 Water Street, Augusta, Maine, from approximately July 21, 2010 to August 12, 2010.
76. The real property at 53 Water Street, Augusta, Maine consisted of a multiple story building with several one-room living units on each floor.
77. Coastal, and in the alternative Coastal and Paul, housed Bonnet and six or seven other migrant agricultural workers in the unit Bonnet occupied at 53 Water Street, Augusta, Maine.
78. Coastal, and in the alternative Coastal and Paul, assigned Bonnet to a bedroom that was very crowded. Seven or eight workers were crowded into a small space. Three workers

shared the one bed in the room, while the rest slept on the floor, crowded together due to lack of space, such that the workers had no floor space to walk on.

79. Bonnet slept on a blanket on the floor.
80. Bonnet and the other workers had no place to store personal items such as clothing.
81. Coastal, and in the alternative Coastal and Paul, provided only one bathroom for approximately 25 workers who occupied living units on the second floor.
82. The bathroom had just one sink, shower and toilet for all the workers to share.
83. The bathroom did not have sufficient hot water for bathing, was dirty and lacked toilet paper.
84. The workers had no access to kitchen appliances, a stove or refrigerator, to prepare food. Other occupants of the Edwards Hotel had access to a kitchen and possibly other utilities and facilities.
85. Bonnet and the other workers had to store food in their crowded bedroom.
86. Bonnet's room did not have furniture for dining and Bonnet was denied access to a common dining area.
87. The windows lacked screens, and there was no ventilation despite the strong odor present throughout the building.
88. Mosquitos infested the unit if the workers opened the windows.
89. There were no laundry facilities.
90. There was no first aid kit.
91. Defendant RCR Properties, Pack I LLC (RCR I) owned the real property at 53 Water Street, Augusta, Maine at all times relevant to the claims made by Bonnet.
92. Coastal, and in the alternative Coastal and Paul, controlled the worker-occupied section

of real property located at 53 Water Street, Augusta, Maine at all times relevant to the claims made by Bonnet by assigning migrant agricultural workers to live in the hotel units, determining how many workers would live in each unit, and/or deciding the extent to which furniture and appliances would be provided for the workers who lived there.

93. RCR I, and in the alternative RCR I, Coastal and Paul, charged Bonnet or required Bonnet to pay rent to live at 53 Water Street, Augusta, Maine.
94. Bonnet sustained actual damages as a result of RCR I and Coastal's, and in the alternative RCR I, Coastal and Paul's, failure to ensure that the real property at 53 Water Street, Augusta, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
95. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, did not obtain a certification that the real property located at 53 Water Street, Augusta, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Bonnet.
96. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, did not post such certification of occupancy at the real property at 53 Water Street, Augusta, Maine.
97. Coastal, and in the alternative Coastal and Paul, intentionally failed to post in a conspicuous place at the real property at 53 Water Street, Augusta, Maine, or present to Bonnet a statement showing the terms and conditions of occupancy of those premises.
98. Paul transported Bonnet, or caused Bonnet to be transported, to and from work every day in an old yellow school bus, from the time Bonnet was hired on July 21, 2010 to August 12, 2010.

99. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he transported Bonnet, or caused Bonnet to be transported, to and from work every day.
100. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he transported to and from work with Coastal, including Bonnet; knowingly or negligently permitted Paul to act with Coastal's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Bonnet, and/or ratified Paul's activities with respect to transportation by hiring and employing Bonnet and other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work with Coastal.
101. Upon information and belief, Coastal, and in the alternative Coastal and Paul, intentionally failed to insure the old yellow school bus used to transport Bonnet to and from work.

Jude Bonnet Claims

Count 1 – Jude Bonnet vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

102. Paul engaged in farm labor contracting activity for Hancock with respect to migrant agricultural workers, including Bonnet, by recruiting and transporting migrant agricultural workers, including Bonnet, prior to the 2010 Maine blueberry harvesting and processing season.
103. At no time after February 28, 2010 was Paul registered as an FLC or FLCE as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40.

104. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
105. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
106. If Paul recruited and transported Bonnet as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Bonnet when Paul was not registered as an FLC and to transport Bonnet when Paul was not authorized to do so.
107. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.
108. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.48(d) by recruiting Bonnet when Paul was not registered as an FLC and by transporting Bonnet and other migrant agricultural workers when he was not authorized to do so.
109. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Bonnet for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 2 – Jude Bonnet vs. Paul and Coastal, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

110. Paul engaged in farm labor contracting activity in Maine for Coastal with respect to migrant agricultural workers, including Bonnet, by recruiting and transporting migrant agricultural workers, including Bonnet, and by furnishing migrant agricultural workers,

including Bonnet, as employees to Coastal, during the 2010 Maine blueberry harvesting and processing season.

111. Additionally, Paul housed migrant agricultural workers, including Bonnet, during the 2010 Maine blueberry harvesting and processing season.
112. Paul was an employee of Coastal and in the alternative acted as an FLC when he engaged in these activities.
113. At all times relevant to Bonnet's claims, Coastal was registered as an FLC with the USDOL, but at no time relevant to Bonnet's claims was Coastal authorized by USDOL to drive, transport or house migrant agricultural workers.
114. At no time after February 28, 2010 was Paul registered as an FLC or as an FLCE of Coastal as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40.
115. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
116. At no time after February 28, 2010 was Paul specifically authorized by USDOL to house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(f).
117. In 2010 Coastal intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §500.41, when it employed Paul to recruit Bonnet and furnish Bonnet to Coastal as an employee when Paul was not registered as an FLCE of Coastal and to transport and house Bonnet when Paul was not registered as an FLCE of Coastal or authorized to transport or house migrant agricultural workers.
118. In 2010 Coastal intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R.

§500.40, when, through Paul, Coastal transported and housed Bonnet when Coastal was not authorized to transport and house migrant agricultural workers.

119. In the alternative, in 2010 Coastal utilized Paul's services as an FLC to supply Coastal with migrant agricultural workers, including Bonnet, and intentionally violated AWP, 29 U.S.C. §1842 and 29 C.F.R. §§500.41 and 500.71, when it utilized Paul's services to recruit Bonnet and furnish Bonnet to Coastal as an employee when Paul was not registered as an FLC and to transport and house Bonnet when Paul was not authorized to do so.

120. In 2010, either as Coastal's employee or as an FLC, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.41 and 500.71, when he recruited Bonnet and furnished Bonnet to Coastal as an employee when he was not registered as an FLC and when he transported and housed Bonnet when he was not authorized to do so..

121. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(b) and is also liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(a).

122. In the alternative, Coastal is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.

123. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Bonnet for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 3 – Jude Bonnet vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

124. AWP required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Bonnet at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for

transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

125. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Bonnet at the time of recruitment.
126. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).
127. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 4 – Jude Bonnet vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

128. AWPAs required Coastal, and in the alternative Coastal and Paul, to provide written disclosure in Haitian Creole to Bonnet at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
129. Coastal, and in the alternative Coastal and Paul, intentionally failed to provide any written disclosure to Bonnet at the time of recruitment.
130. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).
131. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500 for their violation of 29

U.S.C. §1821(a) and (g).

Count 5 – Jude Bonnet vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

132. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Bonnet concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).
133. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Bonnet by telling Bonnet he would work in Hancock's blueberry processing facility and earn at least \$500 to \$600 per week for almost a year.
134. Bonnet sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Bonnet, including lost wages in the approximate amount of \$19,500, humiliation, inconvenience, emotional distress and mental suffering.
135. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Bonnet for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
136. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 6 – Jude Bonnet vs. Paul and Hancock, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

137. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Bonnet, as set out in 29 U.S.C. §1822(c).

138. Bonnet re-alleges Paragraph 36.
139. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Bonnet, without justification, by refusing to hire him for the work promised.
140. Bonnet sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement with Bonnet including lost wages in the approximate amount of \$19,500, humiliation, inconvenience, emotional distress and mental suffering.
141. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Bonnet for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).
142. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 7 – Jude Bonnet vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

143. AWPAs prohibited Coastal, and in the alternative Coastal and Paul, from knowingly providing false or misleading information to Bonnet concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).
144. Coastal, and in the alternative Coastal and Paul, knowingly provided false or misleading information to Bonnet by telling Bonnet that he would be paid at a piece rate of 3.00 per box of blueberries and by failing to disclose to Bonnet that he would be required to overfill his boxes.
145. Bonnet sustained actual damages as a result of Coastal's, and in the alternative Coastal

and Paul's, provision of false or misleading information to Bonnet, including lost wages in the amount of \$407.20, humiliation, inconvenience, emotional distress and mental suffering.

146. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
147. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 8 – Jude Bonnet vs. Paul and Coastal, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

148. AWWPA prohibited Coastal, and in the alternative Coastal and Paul, from violating without justification the terms of the working arrangement which Coastal, and in the alternative Coastal and Paul, made with Bonnet, as set out in 29 U.S.C. §1822(c).
149. Bonnet re-alleges Paragraph 55.
150. Coastal, and in the alternative Coastal and Paul, intentionally violated the terms of its working arrangement with Bonnet, without justification, by paying him only \$2.80 per box, by requiring him to overfill the boxes of blueberries and by failing to pay him for overfilled blueberries so that the piece rate Coastal paid was effectively lower than \$2.80.
151. Bonnet sustained actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, violation of the working arrangement with Bonnet, including lost wages in the amount of \$407.20, humiliation, inconvenience, emotional distress and mental suffering.
152. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).

153. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 9 – Jude Bonnet vs. Coastal, 2010 Season
29 U.S.C. §1822(a) - Failure to Pay Wages When Due

154. AWPAs required Coastal to pay Bonnet all the wages owed to Bonnet when those wages were due, as set out in 29 U.S.C. §1822(a).
155. Coastal intentionally failed to pay Bonnet the wages owed to him by failing to pay Bonnet the \$3 per box which had been promised, and by requiring Bonnet to overfill his boxes and failing to pay Bonnet for overfilled blueberries.
156. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(a).

Count 10 – Jude Bonnet vs. Coastal, 2010 Season
26 M.R.S.A. §626 – Failure to Pay Wages Earned

157. During the 2010 season Bonnet was paid for a total of 431 boxes of blueberries. Bonnet was required to overfill all or nearly all of these boxes.
158. Upon information and belief, approximately 25% of the blueberries in each of these boxes exceeded the standard fill-level, which equals approximately 107 boxes of blueberries for which Bonnet was not paid.
159. At \$3.00 a box, that equals \$321 in unpaid wages.
160. Bonnet was paid \$2.80 for each of the 431 boxes for which he was paid, which is 20¢ per box less than the promised piece rate of \$3.00 per box.
161. That equals \$86.20 in unpaid wages.
162. Coastal owes Bonnet a total of \$407.20 in unpaid wages.

163. Bonnet makes demand for those wages and Coastal is liable to Bonnet for \$407.20 in unpaid wages, plus twice that amount as liquidated damages, costs and attorneys' fees pursuant to 26 M.R.S.A. §626.

Count 11 – Jude Bonnet vs. Coastal, 2010 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

164. AWPAs required Coastal to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
165. Coastal intentionally failed to display at Bonnet's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs during the entire time it employed Bonnet in 2010.
166. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 12 – Jude Bonnet vs. Coastal, 2010 Season
29 U.S.C. §1821(d)(1) -- Failure to Keep Records

167. AWPAs required Coastal, to make, keep, and preserve records for three years of the following information with respect to Bonnet: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld and the net pay, as set out in 29 U.S.C. §§1821(d)(1).
168. Because Coastal required Bonnet to overfill his boxes and did not pay Bonnet for the excess blueberries, the records kept by Coastal did not accurately reflect the number of

boxes of blueberries which Bonnet raked and Coastal intentionally violated AWPB by failing to keep records containing the information required by 29 U.S.C. §§1821(d)(1).

169. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(1).

Count 13 – Jude Bonnet vs. Coastal, 2010 Season
29 U.S.C. §1821(d)(2) -- Failure to Provide Complete Information on Wage Statement

170. AWPB required to provide to Bonnet for each pay period an itemized written statement of the information specified in 29 U.S.C. §1821(d)(1), as set out in 29 U.S.C. §§1821(d)(2).
171. The wage statements Coastal provided to Bonnet did not indicate the basis on which wages are paid, i.e., the piece rate paid by Coastal to Bonnet.
172. Additionally because Coastal required Bonnet to overfill his boxes and did not pay Bonnet for the excess blueberries, the wage statements Coastal provided to Bonnet did not accurately reflect the number of boxes of blueberries which Bonnet raked.
173. Coastal intentionally violated AWPB by failing to provide Bonnet with wage statements that stated the piece rate paid by Coastal and the number of boxes raked by Bonnet.
174. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2).

Count 14 – Jude Bonnet vs. Paul, Coastal and RCR I, 2010 Season
29 U.S.C. §1823(a) – Housing Violation

175. AWPB requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).

176. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, used the real property located at 53 Water Street, Augusta, Maine as housing for Bonnet from approximately July 21, 2010 to August 12, 2010.
177. RCR I owned the real property located at 53 Water Street, Augusta, Maine at all times relevant to Bonnet's claims.
178. Coastal, and in the alternative Coastal and Paul, controlled the worker occupied section of 53 Water Street, Augusta, Maine at all times relevant to Bonnet's claims by assigning migrant agricultural workers to live in each unit and/or determining how many workers would live in each unit, and deciding the extent to which appliances and facilities would be provided for the workers who lived there.
179. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, intentionally failed to ensure that the real property located at 53 Water Street, Augusta, Maine complied with applicable federal safety and health standards.
 - a) During Bonnet's occupancy, Bonnet had to sleep on a blanket on the floor, crowded together with other workers on the floor of the small room, in violation of 20 C.F.R. §654.416(a) and (b) and 29 C.F.R. §1910.142(b)(3);
 - b) The unit was badly overcrowded: there were seven or eight workers assigned to a small room, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);
 - c) Workers had no furniture for eating meals, in violation of 20 C.F.R. §654.413;
 - d) The house was infested with mosquitos, in violation of 20 C.F.R. §654.415 and 29 C.F.R. §1910.142(j);
 - e) The windows in the house could not be opened for ventilation because they

lacked screens, in violation of 20 C.F.R. §654.407(h), 20 C.F.R. §654.408(a) and 29 C.F.R. §1910.142(b)(7) and (8);

- f) There were no facilities for storage of personal items in violation of 20 C.F.R. §654.407(f) and 29 C.F.R. §1910.142(b)(3);
- g) There we only one bathroom available to the twenty-five workers in the section controlled by Paul and Coastal, and that bathroom had only one sink, shower and toilet in violation of 20 C.F.R. §654.411(b), §654.412(b) and (c), 29 C.F.R. §1910.142(d)(5) and 29 C.F.R. §1910.142(f)(1);
- h) There was insufficient hot water for showering in violation of 20 C.F.R. §654.412(a) and 29 C.F.R. §1910.142(f)(3);
- i) No toilet paper was provided in violation 20 C.F.R. §654.411(e) and 29 C.F.R. §1910.142(d)(9);
- j) The workers had no access to kitchen appliances, a stove or refrigerator, to prepare food. Other occupants of the Edwards Hotel had access to a kitchen and possibly other utilities and facilities, in violation of 20 C.F.R. §654.413(b)(1) and 29 C.F.R. §1910.142(b)(10);
- k) The workers had no place to store their food, in violation of 20 C.F.R. §654.413(a)(1) and 29 C.F.R. §1910.142(b)(9);
- l) The house lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d) and §654.417(g) and 29 C.F.R. §1910.142(f)(1) and (5) and §1910.142(k).

180. Bonnet sustained actual damages as a result of RCR I and Coastal's, and in the alternative RCR I, Coastal and Paul's, failure to ensure that the housing complied with substantive

federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.

181. Pursuant to 29 U.S.C. §1854(c)(1), RCR I and Coastal are jointly and severally liable to Bonnet for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a).

182. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), RCR I, Coastal and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a).

Count 15 – Jude Bonnet vs. Paul, Coastal and RCR I, 2010 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

183. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complied with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).

184. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, intentionally failed to obtain and post a certification that the facility or real property at 53 Water Street, Augusta, Maine complied with applicable safety and health standards prior to its occupancy by Bonnet.

185. Pursuant to 29 U.S.C. §1854(c)(1) RCR I and Coastal are jointly and severally liable to Bonnet for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).

186. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), RCR I, Coastal and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).

Count 16 – Jude Bonnet vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

187. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
188. Coastal, and in the alternative Coastal and Paul, intentionally failed to post in a conspicuous place at the real property at 53 Water Street, Augusta, Maine, or present to Bonnet, a statement showing the terms and conditions of occupancy of the premises.
189. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c).
190. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c).

Count 17 – Jude Bonnet vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

191. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).
192. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported and unrestricted access to all exits, as set out in 29 C.F.R. §500.102(c), 500.105(b)(3)(vi)(D) and 500.105(b)(2)(vii)(D).
193. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the

bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Bonnet from New Jersey to Maine conformed to the applicable standards.

The bus was severely overcrowded; Bonnet shared a seat intended for two school children with two other workers; other workers were seated on overturned buckets in the center aisle; and exits were obstructed.

194. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(A).
195. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(A).

Count 18 – Jude Bonnet vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

196. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.
197. Upon information and belief Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Bonnet from New Jersey to Maine was insured.
198. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).
199. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500 for their violation of 29

U.S.C. §1841(b)(1)(C).

Count 19 – Jude Bonnet vs. Paul and Coastal, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

200. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.
201. Upon information and belief Coastal, and in the alternative Coastal and Paul, intentionally failed to ensure that the bus which Coastal, and in the alternative Coastal and Paul, used or caused to be used to transport Bonnet to and from work was insured.
202. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Bonnet for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).
203. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Bonnet for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

Facts Relevant to Claims Asserted by Soisius Dalma
2010 Season

204. At no time relevant to the claims asserted by Dalma was Paul registered as an FLC with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Dalma.
205. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2010, and specifically recruited Dalma to work at Hancock during the 2010 Maine blueberry harvesting and processing season.

206. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Dalma to work at Hancock in 2010.
207. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited for employment at Hancock, including Dalma, and/or knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Dalma.
208. Paul told Dalma that he (Dalma) would work in Hancock's blueberry processing facility, that he would earn money based on an hourly wage with overtime pay for hours in excess of 40 per week and that during the "big season" workers earned more than \$500 per week at Hancock's processing facility. The "big season" varies somewhat but normally occurs in July, August and September each year.
209. Paul provided this information to Dalma knowing that it was false or misleading.
210. By offering Dalma employment at Hancock at an hourly rate of pay with overtime sufficient to earn more than \$500 per week Hancock, and in the alternative Hancock and Paul, made a working arrangement with Dalma to provide employment at Hancock during the "big season" for an hourly wage, with overtime, sufficient to earn more than \$500 per week.
211. After receiving this recruitment information from Paul in July 2010, Dalma agreed to come to Maine and work for Hancock.
212. Hancock, and in the alternative Hancock and Paul, did not provide Dalma, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee

benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.

213. Paul transported Dalma, or caused Dalma to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July 2010.

214. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Dalma, or caused Dalma to be transported, to Maine in 2010.

215. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited for work at Hancock, including Dalma, and/or knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Dalma.

216. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Dalma, or caused Dalma to be transported, from New Jersey to Maine in an old yellow school bus. Although Dalma had a seat, the bus was severely overcrowded with workers and personal possessions.

217. Upon information and belief, Hancock, and in the alternative Hancock and Paul, intentionally failed to insure the old yellow school bus used to transport Dalma from New Jersey to Maine.

218. When the bus arrived in Maine, agents of Hancock and Paul told Dalma that he could not work at Hancock.

219. Hancock did not hire Dalma to work in its blueberry processing facility for the 2010 Maine blueberry harvesting and processing season.

220. Hancock, and in the alternative Hancock and Paul, intentionally violated without

justification the working arrangement they had made with Dalma by failing to provide Dalma with the type or amount of work promised at the time of recruitment, and as a result Dalma earned significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements.

221. Dalma sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Dalma and their violation of the working arrangement they had made with Dalma, including humiliation, inconvenience, emotional distress and mental suffering.
222. After Hancock, and in the alternative Hancock and Paul, intentionally violated the working arrangement they made with Dalma by not providing Dalma with employment at Hancock, Paul recruited Dalma to work for Coastal.
223. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he recruited Dalma to work at Coastal in 2010.
224. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited for employment at Coastal, including Dalma; knowingly or negligently permitted Paul to act with Coastal's apparent authority in recruiting migrant agricultural workers, including Dalma, and/or ratified Paul's recruitment activities with respect to Dalma in 2010 by hiring and employing Dalma and many other migrant agricultural workers whom Paul recruited and transported, or caused to be transported, from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
225. Coastal, and in the alternative Coastal and Paul, did not provide Dalma, at any time, with any written disclosure regarding the place and period of employment offered; the wages

to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.

- 226. Dalma went to work for Coastal, because, he could not afford to turn down any available work, regardless of the terms of employment.
- 227. Paul transported Dalma, or caused Dalma to be transported, to housing for workers employed by Coastal located at the Edwards Hotel, 53 Water Street, Augusta, Maine.
- 228. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he transported Dalma, or caused Dalma to be transported, to 53 Water Street.
- 229. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he transported to 53 Water Street, including Dalma; knowingly or negligently permitted Paul to act with Coastal's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Dalma, and/or ratified Paul's activities with respect to transportation by hiring and employing Dalma and other migrant agricultural workers whom Paul transported, or caused to be transported, to 53 Water Street.
- 230. Paul furnished Dalma as an employee to Coastal and Coastal employed Dalma from July 21, 2010 to August 12, 2010.
- 231. Paul was acting as Coastal's employee or in the alternative as an FLC and Coastal's agent when he furnished Dalma as an employee to Coastal.
- 232. In 2010, Coastal paid Dalma a piece rate of \$2.80 per box of harvested blueberries.
- 233. The wage statements Coastal provided to Dalma and other workers in 2010 did not indicate the piece rate paid by Coastal to Dalma.

234. Coastal intentionally failed to display at Dalma's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
235. Paul located, provided and controlled housing at 53 Water Street, Augusta, Maine for Dalma and other migrant agricultural workers employed by Coastal in 2010.
236. Paul was acting as Coastal's employee or in the alternative as an FLC and Coastal's agent when he located, provided and controlled housing for Dalma.
237. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Coastal employed, including Dalma; knowingly or negligently permitted Paul to act with Coastal's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Coastal employed, including Dalma, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Dalma.
238. Coastal, and in the alternative Coastal and Paul, housed Dalma at the Edwards Hotel, 53 Water Street, Augusta, Maine, from approximately July 21, 2010 to August 12, 2010.
239. Coastal, and in the alternative Coastal and Paul, housed Dalma and several other migrant agricultural workers in one room at 53 Water Street, Augusta, Maine.
240. Coastal, and in the alternative Coastal and Paul, provided one bathroom for approximately 25 workers who occupied rooms on Dalma's floor.
241. The bathroom had just one sink, shower and toilet for all the workers to share.
242. Dalma's room did not have furniture for dining and Dalma was denied access to a common dining area.

- 243. There were no laundry facilities.
- 244. There was no first aid kit.
- 245. RCR I owned the real property at 53 Water Street, Augusta, Maine at all times relevant to the claims made by Dalma.
- 246. Coastal, and in the alternative Coastal and Paul, controlled the worker-occupied section of real property located at 53 Water Street, Augusta, Maine at all times relevant to the claims made by Dalma by assigning migrant agricultural workers to live in the hotel units, determining how many workers would live in each unit and/or deciding the extent to which furniture and appliances would be provided for the workers who lived there.
- 247. RCR I, and in the alternative RCR I, Coastal and Paul, charged Dalma or required Dalma to pay rent to live at 53 Water Street, Augusta, Maine.
- 248. Dalma sustained actual damages as a result of RCR I and Coastal's, and in the alternative RCR I, Coastal and Paul's, failure to ensure that the real property at 53 Water Street, Augusta, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
- 249. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, did not obtain a certification that the real property located at 53 Water Street, Augusta, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Dalma.
- 250. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, did not post such certification of occupancy at the real property at 53 Water Street, Augusta, Maine.
- 251. Coastal, and in the alternative Coastal and Paul, intentionally failed to post in a

conspicuous place at the real property at 53 Water Street, Augusta, Maine, or present to Dalma a statement showing the terms and conditions of occupancy of those premises.

252. Paul transported Dalma, or caused Dalma to be transported, to and from work every day in an old yellow school bus, from the time Dalma was hired on July 21, 2010 to August 12, 2010.

253. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he transported Dalma, or caused Dalma to be transported, to and from work every day.

254. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he transported to and from work with Coastal, including Dalma; knowingly or negligently permitted Paul to act with Coastal's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Dalma, and/or ratified Paul's activities with respect to transportation by hiring and employing Dalma and other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work with Coastal.

255. Upon information and belief, Coastal, and in the alternative Coastal and Paul, intentionally failed to insure the old yellow school bus used to transport Dalma to and from work.

*Facts Relevant to Claims Asserted by Soisius Dalma
2011 Season*

256. At no time relevant to the claims asserted by Dalma was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport migrant agricultural workers, including Dalma.

257. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2011, and specifically recruited Dalma to work for Coastal during the 2011 Maine blueberry harvesting season.
258. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he recruited Dalma to work at Coastal in 2011.
259. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited for employment at Coastal, including Dalma, knowingly or negligently permitted Paul to act with Coastal's apparent authority in recruiting migrant agricultural workers, including Dalma and/or ratified Paul's recruitment activities with respect to Dalma in 2011 by hiring and employing Dalma and many other migrant agricultural workers whom Paul recruited and transported, or caused to be transported, from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April of 2014.
260. Paul told Dalma there would be work in blueberries in Maine in July and August 2011, and impliedly for the entire blueberry harvesting season in 2011.
261. Paul provided this information to Dalma knowing that it was false or misleading.
262. By offering Dalma employment at Coastal raking blueberries in July and August and impliedly for the entire blueberry harvesting season, Coastal, and in the alternative Coastal and Paul, made a working arrangement with Dalma to provide employment at Coastal raking blueberries for the entire blueberry harvesting season in 2011.
263. After receiving this recruitment information from Paul in July 2011, Dalma agreed to come to Maine and work raking blueberries for Coastal.
264. Coastal, and in the alternative Coastal and Paul, did not provide Dalma, at any time, with

any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.

265. Paul, transported Dalma, or caused Dalma to be transported, from New Jersey to Maine for the purpose of working for Coastal in late July and/or early August 2011.
266. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he transported Dalma, or caused Dalma to be transported, to Maine in 2011.
267. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited for work at Coastal, including Dalma; knowingly or negligently permitted Paul to act with Coastal's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Dalma, and/or ratified Paul's activities with respect to transportation by hiring and employing Dalma as well as many other migrant agricultural workers whom Paul transported, or caused to be transported, from New Jersey to work in Maine in 2011.
268. Coastal acting through Paul, and in the alternative Coastal and Paul, transported Dalma, or caused Dalma to be transported, from New Jersey to Maine in an old yellow school bus in 2011. Although Dalma had a seat, the bus was severely overcrowded with workers and their possessions.
269. Paul furnished Dalma as an employee to Coastal and Coastal employed Dalma for approximately the first week of August 2011.
270. Paul was acting as Coastal's employee or in the alternative as an FLC and Coastal's agent

when he furnished Dalma as an employee to Coastal.

- 271. Coastal, and in the alternative Coastal and Paul, intentionally violated without justification the working arrangement they had made with Dalma by providing Dalma with less than one week of work. As a result, Dalma earned significantly less than he would have earned had Coastal provided the work promised in Paul's recruitment statements.
- 272. Dalma sustained additional actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, provision of false or misleading information to Dalma and their violation of the working arrangement they had made with Dalma, including humiliation, inconvenience, emotional distress and mental suffering.
- 273. Coastal paid Dalma a piece rate of \$2.80 per box of harvested blueberries.
- 274. The wage statements Coastal provided to Dalma and other workers in 2011 did not indicate the piece rate paid by Coastal to Dalma.
- 275. Coastal intentionally failed to display at Dalma's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPA.

*Facts Relevant to Claims Asserted by Soisius Dalma
2012 Season*

- 276. At no time relevant to the claims asserted by Dalma was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Dalma.
- 277. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2012 and while Dalma worked on Paul's crew in New Jersey, specifically recruited Dalma to work at Hancock during the 2012 Maine blueberry harvesting and processing seasons.

278. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Dalma to work at Hancock for the 2012 season.
279. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Dalma; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Dalma, and/or ratified Paul's recruitment activities with respect to Dalma by hiring and employing Dalma and many other migrant agricultural workers whom Paul recruited and transported, or caused to be transported, from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
280. In July 2012, Paul promised Dalma work at Hancock during the "big season" which included work in Hancock's blueberry processing facility seven days a week in August and September of each year, and pay at the overtime rate for hours in excess of 40 per week.
281. Paul knew that Dalma, like many migrant farmworkers, were unlikely to turn down the work in Maine for which Paul recruited them, even though the conditions were extremely difficult, because they needed to earn money to support themselves and their families.
282. After receiving this recruitment information from Paul in July 2012, Dalma agreed to come to Maine and work for Hancock because he needed the income.
283. Hancock, and in the alternative Hancock and Paul, did not provide Dalma, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about

workers' compensation insurance.

284. Paul transported Dalma, or caused Dalma to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July of 2012.
285. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Dalma, or caused Dalma to be transported, to Maine in 2012.
286. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Dalma; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Dalma, and/or ratified Paul's activities with respect to transportation by hiring and employing Dalma as well as many other migrant agricultural workers whom Paul transported, or caused to be transported, from New Jersey to work in Maine in 2012.
287. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Dalma, or caused Dalma to be transported, from New Jersey to Maine in an old yellow school bus in 2012. The bus was severely overcrowded with workers and their possessions.
288. Paul furnished Dalma as an employee to Hancock, and Hancock hired Dalma to work in its blueberry processing facility on July 23, 2012 and employed him until Hancock terminated his employment on or around September 4, 2012.
289. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished Dalma as an employee to Hancock.
290. Hancock intentionally failed to display at Dalma's place of employment, in a conspicuous

place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.

291. Hancock provided wage statements to Dalma during the course of his employment.
292. Dalma worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
293. The wage statements Hancock provided to Dalma in 2012 did not state his overtime rate for hours worked in excess of 40 per week.
294. Paul located, provided and controlled housing for Dalma in 2012.
295. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for Dalma in 2012.
296. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock employed, including Dalma; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including Dalma, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Dalma.
297. Hancock, and in the alternative Hancock and Paul, housed Dalma at the Ellsworth Motel, 24 High Street, Ellsworth, Maine from approximately July 23, 2012 to September 4, 2012. The real property at 24 High Street, Ellsworth, Maine consisted of a consisted of a motel with multiple rooms.
298. Hancock, and in the alternative Hancock and Paul, assigned Dalma and 3 other migrant

agricultural workers to a single motel room at 24 High Street, Ellsworth, Maine.

299. The small motel room was crowded and uncomfortable for Dalma and the other workers who lived there.

300. Dalma had to share a bed with another male worker.

301. The room had no kitchen; there was no stove, oven, kitchen sink or dining area although the room did have a small refrigerator and a microwave.

302. There were no laundry facilities on site, so workers had to travel to a laundromat to wash their clothing.

303. The motel room in which Hancock and Paul housed Dalma in 2012 had no first aid kit.

304. Defendants Walter Bachelder (Bachelder) and Miranda Merchant (Merchant) owned the Ellsworth Motel at 24 High Street, Ellsworth, Maine at all times relevant to the claims made by Dalma.

305. Hancock, and in the alternative Hancock and Paul, controlled the real property at 24 High Street, Ellsworth, Maine by assigning workers to live in the motel units and/or determining how many workers would live in each unit.

306. Bachelder and Merchant, and in the alternative Bachelder, Merchant, Hancock and Paul, charged Dalma or required Dalma to pay \$45 per week in rent to live at 24 High Street, Ellsworth, Maine.

307. Dalma sustained actual damages as a result of Bachelder, Merchant and Hancock's, and in the alternative Bachelder, Merchant, Hancock and Paul's, failure to ensure that the real property at 24 High Street, Ellsworth, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.

308. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, did not obtain a certification that the real property located at 24 High Street, Ellsworth, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Dalma.
309. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, did not post such certification of occupancy at the real property at 24 High Street, Ellsworth, Maine in 2012.
310. Hancock, and in the alternative Hancock and Paul, did not post in a conspicuous place at the real property at 24 High Street, Ellsworth, Maine, or present to Dalma a statement showing the terms and conditions of occupancy of those premises in 2012.

*Facts Relevant to Claims Asserted by Soisius Dalma
2013 Season*

311. At no time relevant to the claims asserted by Dalma was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Dalma.
312. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2013 and while Dalma worked on Paul's crew in New Jersey, specifically recruited Dalma to work at Hancock during the 2013 Maine blueberry harvesting and processing seasons.
313. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Dalma to work at Hancock for the 2013 season.
314. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Dalma; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including

Dalma, and/or ratified Paul's recruitment activities with respect to Dalma by hiring and employing Dalma and many other migrant agricultural workers whom Paul recruited and transported, or caused to be transported, from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.

315. In July 2013, Paul promised Dalma work at Hancock during the "big season" which included work in Hancock's blueberry processing facility seven days a week in August and September of each year, and pay at the overtime rate for hours in excess of 40 per week.
316. As in previous years, Paul knew that Dalma, like many migrant farmworkers, were unlikely to turn down the work in Maine for which Paul recruited them, even though the conditions were extremely difficult, because they needed to earn money to support themselves and their families.
317. After receiving this recruitment information from Paul in July 2013, Dalma agreed to come to Maine and work for Hancock again because he needed the income.
318. Hancock, and in the alternative Hancock and Paul, did not provide Dalma, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.
319. Paul transported Dalma, or caused Dalma to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July of 2013.
320. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Dalma, or caused Dalma to be transported, to Maine in 2013.

321. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Dalma; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Dalma, and/or ratified Paul's activities with respect to transportation by hiring and employing Dalma as well as many other migrant agricultural workers whom Paul transported, or caused to be transported, from New Jersey to work in Maine in 2013.
322. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Dalma, or caused Dalma to be transported, from New Jersey to Maine in an old yellow school bus in 2013. The bus was severely overcrowded with workers and their possessions.
323. Paul furnished Dalma as an employee to Hancock and Hancock hired Dalma to work in its blueberry processing facility on July 24, 2013 and employed him until Hancock terminated his employment on or around September 4, 2013.
324. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished Dalma as an employee to Hancock.
325. Hancock intentionally failed to display at Dalma's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPA.
326. Hancock provided wage statements to Dalma during the course of his employment.
327. Dalma worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.

- 328. The wage statements Hancock provided to Dalma in 2013 did not state his overtime rate for hours worked in excess of 40 per week.
- 329. Paul located, provided and controlled housing for Dalma in 2013.
- 330. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for Dalma in 2013.
- 331. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock employed, including Dalma; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including Dalma, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Dalma.
- 332. Hancock, and in the alternative Hancock and Paul, housed Dalma at 14 Cedar Grove, Ellsworth, Maine from approximately July 24, 2013 until September 4, 2013. The real property at 14 Cedar Grove, Ellsworth, Maine, consisted of a trailer with two bedrooms on a lot that was overgrown with weeds and brush.
- 333. Hancock, and in the alternative Hancock and Paul, housed Dalma and approximately 20 other migrant agricultural workers in the trailer at 14 Cedar Grove, Ellsworth, Maine.
- 334. Approximately 16 male and 4 female workers lived in the small trailer.
- 335. Workers were crowded into the trailer, and slept on any surface they could find. Few had beds and no one had a place to store personal items such as clothing.
- 336. Hancock and Paul provided only one bathroom for the approximately 20 workers who

lived in 14 Cedar Grove, Ellsworth, Maine.

337. The bathroom had just one toilet and shower, and two sinks, for all the workers; no toilet paper was supplied.
338. Because there was just one toilet for all the workers in the trailer, it was often occupied. Workers were forced to wait in line a significant time to use the bathroom.
339. There was just one stove and one refrigerator for all the workers to share.
340. There were no laundry facilities or first aid kit.
341. Dalma moved out of the trailer after just one night because it was infested with bedbugs.
342. After he moved out of the trailer, Dalma slept in a van that belonged to another worker with two other workers, in order to escape the bedbugs in the housing Paul and Hancock provided. Dalma and the other workers slept on the seats of the van.
343. Dalma continued to use the bathroom in the trailer while living in the van.
344. Paul and Hancock charged Dalma \$45 per week to live in the trailer at 14 Cedar Grove, Ellsworth, Maine. After Dalma moved out of the trailer and into the van, Paul continued to charge him rent. Paul said to Dalma: “you sleep standing up, you pay; you sleep squatting, you pay.”
345. Seneque owned the real property and trailer at 14 Cedar Grove, Ellsworth, Maine at all times relevant to the claims made by Dalma.
346. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 14 Cedar Grove, Ellsworth, Maine at all times relevant to the claims made by Dalma by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which necessary laundry, bathroom and kitchen facilities would be provided to the workers.

347. Seneque, and in the alternative Seneque, Hancock and Paul, charged Dalma or required Dalma to pay \$45 per week rent to live at 14 Cedar Grove, Ellsworth, Maine, or in the van parked there.
348. Dalma sustained actual damages as a result of Seneque and Hancock's, and in the alternative Seneque, Hancock and Paul's, failure to ensure that the trailer and van at 14 Cedar Grove, Ellsworth, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
349. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, did not obtain a certification that the trailer and van located at 14 Cedar Grove, Ellsworth, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Dalma.
350. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, did not post such certification of occupancy at the trailer and van at 14 Cedar Grove, Ellsworth, Maine.
351. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the trailer and van at 14 Cedar Grove, Ellsworth, Maine, or present to Dalma a statement showing the terms and conditions of occupancy of those premises.

Soisius Dalma Claims

Count 20 – Soisius Dalma vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

352. Paul engaged in farm labor contracting activity for Hancock with respect to migrant agricultural workers, including Dalma, by recruiting and transporting migrant agricultural

workers, including Dalma, prior to the 2010 Maine blueberry harvesting and processing season.

- 353. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40.
- 354. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48(d).
- 355. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
- 356. If Paul recruited or transported Dalma as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Dalma when Paul was not registered as an FLC and to transport Dalma when Paul was not authorized to do so.
- 357. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.
- 358. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.48(d) by recruiting Dalma when Paul was not registered as an FLC and by transporting Dalma when he was not authorized to do so.
- 359. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Dalma for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 21 – Soisius Dalma vs. Paul and Coastal, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

- 360. Paul engaged in farm labor contracting activity in Maine for Coastal with respect to

migrant agricultural workers, including Dalma, by recruiting and transporting migrant agricultural workers, including Dalma, and by furnishing migrant agricultural workers, including Dalma, as employees to Coastal, during the 2010 Maine blueberry harvesting and processing season.

361. Additionally, Paul housed migrant agricultural workers, including Dalma, during the 2010 Maine blueberry harvesting and processing season.
362. Paul was an employee of Coastal and in the alternative acted as an FLC when he engaged in these activities.
363. At all times relevant to Dalma's claims, Coastal was registered as an FLC with the USDOL, but at no time relevant to Dalma's claims was Coastal authorized by USDOL to drive, transport or house migrant agricultural workers.
364. At no time after February 28, 2010 was Paul registered as an FLC or as an FLCE of Coastal as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40.
365. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48(d).
366. At no time after February 28, 2010 was Paul specifically authorized by USDOL to house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48(f).
367. In 2010 Coastal intentionally violated AWPAs, 29 U.S.C. §1811(b) and 29 C.F.R. §500.41, when it employed Paul to recruit Dalma and furnish Dalma to Coastal as an employee when Paul was not registered as an FLCE of Coastal and to transport and house Dalma when Paul was not registered as an FCLE of Coastal or authorized to transport or house migrant agricultural workers.

368. In 2010 Coastal intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §500.40, when, through Paul, Coastal transported and housed Dalma when Coastal was not authorized to transport or house migrant agricultural workers.
369. In the alternative, in 2010 Coastal utilized Paul's services as an FLC to supply Coastal with migrant agricultural workers, including Dalma, and intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §§500.41 and 500.71, when it utilized Paul's services to recruit Dalma and furnish Dalma to Coastal as an employee when Paul was not registered as an FLC and to transport and house Dalma when Paul was not authorized to do so.
370. In 2010, either as Coastal's employee or as an FLC, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.41, when he recruited Dalma and furnished Dalma to Coastal as an employee when he was not registered as an FLC and when he transported and housed Dalma when he was not authorized to do so.
371. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(b) and is also liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(a).
372. In the alternative, Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1842.
373. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Dalma for statutory damages up to \$500 for his violation of §1811(a).

Count 22 – Soisius Dalma vs. Paul and Coastal, 2011 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

374. Paul engaged in farm labor contracting activity for Coastal with respect to migrant agricultural workers, including Dalma, by recruiting and transporting migrant agricultural workers, including Dalma, and by furnishing migrant agricultural workers, including

Dalma, as employees to Coastal, prior to and during the 2011 Maine blueberry harvesting and processing season.

375. Paul was an employee of Coastal and in the alternative acted as an FLC when he engaged in these activities.

376. At all times relevant to Dalma's claims, Coastal was registered as an FLC with the USDOL, but at no time relevant to Dalma's claims was Coastal authorized by USDOL to drive, transport or house migrant agricultural workers.

377. At no time after February 28, 2010 was Paul registered as an FLC or as an FLCE of Coastal as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40.

378. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48(d).

379. In 2011 Coastal intentionally violated AWP, 29 U.S.C. §1811(b) and 29 C.F.R. §500.41, when it employed Paul to recruit Dalma and furnish Dalma to Coastal as an employee when Paul was not registered as an FLCE of Coastal and to transport Dalma when Paul was not registered as an FCLE of Coastal or authorized to transport migrant agricultural workers.

380. In 2011 Coastal intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §500.40, when, through Paul, Coastal transported Dalma when Coastal was not authorized to transport migrant agricultural workers.

381. In the alternative, in 2011 Coastal utilized Paul's services as an FLC to supply Coastal with migrant agricultural workers, including Dalma, and intentionally violated AWP, 29 U.S.C. §1842 and 29 C.F.R. §§500.41 and 500.71, when it utilized Paul's services to

recruit Dalma and furnish Dalma to Coastal as an employee when Paul was not registered as an FLC and to transport Dalma when Paul was not authorized to do so.

382. In 2011, either as Coastal's employee or as an FLC, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.41, when he recruited Dalma and furnished Dalma to Coastal as an employee when he was not registered as an FLC and when he transported Dalma when he was not authorized to do so.

383. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(b) and is also liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(a).

384. In the alternative, Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1842.

385. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Dalma for statutory damages up to \$500 for his violation of §1811(a).

Count 23 – Soisius Dalma vs. Paul and Hancock, 2012 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

386. Paul engaged in farm labor contracting activities with respect migrant agricultural workers, including Dalma, by recruiting and transporting migrant agricultural workers, including Dalma, and furnishing migrant agricultural workers, including Dalma, as employees to Hancock, prior to and during the 2012 Maine blueberry harvesting and processing season.

387. Additionally, Paul housed migrant agricultural workers, including Dalma, during the 2012 Maine blueberry harvesting and processing season.

388. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.

389. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d) and (e).
390. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).
391. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
392. If Paul recruited, transported or housed Dalma, or furnished Dalma as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Dalma when Paul was not registered as an FLC and to transport and house Dalma when Paul was not authorized to do so.
393. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2012.
394. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.48(f) by recruiting and furnishing Dalma as an employee to Hancock when he was not registered as an FLC, and by transporting and housing Dalma when he was not authorized to do so.
395. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Dalma for statutory damages up to \$500 for his violation of §1811(a) in 2012.

Count 24 – Soisius Dalma vs. Paul and Hancock, 2013 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

396. Paul engaged in farm labor contracting activities with respect migrant agricultural workers, including Dalma, by recruiting and transporting migrant agricultural workers, including Dalma, and furnishing migrant agricultural workers, including Dalma, as employees to Hancock, prior to and during the 2013 Maine blueberry harvesting and processing season.
397. Additionally, Paul housed migrant agricultural workers, including Dalma, during the 2013 Maine blueberry harvesting and processing season.
398. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
399. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d) and (e).
400. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).
401. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
402. If Paul recruited, transported or housed Dalma, or furnished Dalma as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Dalma when Paul was not registered as an FLC and to transport and house Dalma when Paul was not authorized to do so.

403. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2013.
404. If Paul was not Hancock's employee, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.48(f) by recruiting and furnishing Dalma as an employee to Hancock when he was not registered as an FLC, and by transporting and housing Dalma when he was not authorized to do so.
405. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Dalma for statutory damages up to \$500 for his violation of §1811(a) in 2013.

Count 25 – Soisius Dalma vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

406. AWP required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Dalma at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
407. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Dalma at the time of recruitment in 2010.
408. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2010.
409. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2010.

Count 26 – Soisius Dalma vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

410. AWPA required Coastal, and in the alternative Coastal and Paul, to provide written disclosure in Haitian Creole to Dalma at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
411. Coastal, and in the alternative Coastal and Paul, intentionally failed to provide any written disclosure to Dalma at the time of recruitment in 2010.
412. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2010.
413. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2010.

Count 27 – Soisius Dalma vs. Paul and Coastal, 2011 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

414. AWPA required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Dalma at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
415. Coastal, and in the alternative Coastal and Paul, intentionally failed to provide any

written disclosure to Dalma at the time of recruitment in 2011.

416. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2011.

417. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2011.

Count 28 – Soisius Dalma vs. Paul and Hancock, 2012 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

418. AWPA required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Dalma at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

419. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Dalma at the time of recruitment in 2012.

420. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2012.

421. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2012.

Count 29 – Soisius Dalma vs. Paul and Hancock, 2013 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

422. AWPA required Hancock, and in the alternative Hancock and Paul, to provide written

disclosure in Haitian Creole to Dalma at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

423. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Dalma at the time of recruitment in 2013.
424. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2013.
425. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2013.

Count 30 – Soisius Dalma vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or
Misleading Information at Time of Recruitment

426. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Dalma concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).
427. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Dalma by telling Dalma that he would earn more than \$500 per week during the “big season” working in Hancock’s blueberry processing facility.
428. Dalma sustained actual damages as a result of Hancock’s, and in the alternative Hancock and Paul’s, provision of false or misleading information to Dalma, including lost wages

in the approximate amount of \$3,700, humiliation, inconvenience, emotional distress and mental suffering.

429. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).

430. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 31 – Soisius Dalma vs. Paul and Hancock, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

431. AWWA prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Dalma, as set out in 29 U.S.C. §1822(c).

432. Dalma re-alleges Paragraph 210.

433. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Dalma, without justification, by refusing to hire him for the work promised.

434. Dalma sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement with Dalma including lost wages in the approximate amount of \$3,700, humiliation, inconvenience, emotional distress and mental suffering.

435. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).

436. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for

their violation of 29 U.S.C. §1822(c).

Count 32 – Soisius Dalma vs. Paul and Coastal, 2011 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information
at Time of Recruitment

437. AWPAs prohibited Coastal, and in the alternative Coastal and Paul, from knowingly providing false or misleading information to Dalma concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).
438. Coastal, and in the alternative Coastal and Paul, knowingly provided false or misleading information to Dalma by telling Dalma there would be work harvesting blueberries in July and August in Maine and impliedly for the entire blueberry harvesting season.
439. Dalma sustained actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, provision of false or misleading information to Dalma, including lost wages in the approximate amount of \$1,500, humiliation, inconvenience, emotional distress and mental suffering.
440. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
441. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 33 – Soisius Dalma vs. Paul and Coastal, 2011 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

442. AWPAs prohibited Coastal, and in the alternative Coastal and Paul, from violating without justification the terms of the working arrangement which Coastal, and in the alternative Coastal and Paul, made with Dalma, as set out in 29 U.S.C. §1822(c).

443. Dalma re-alleges Paragraph 262.
444. Coastal, and in the alternative Coastal and Paul, intentionally violated the terms of its working arrangement with Dalma, without justification, by employing him for just one week.
445. Dalma sustained actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, violation of the working arrangement with Dalma including lost wages in the approximate amount of \$1,500, humiliation, inconvenience, emotional distress and mental suffering.
446. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).
447. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 34 – Soisius Dalma vs. Coastal, 2010 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

448. AWPAs required Coastal to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
449. Coastal intentionally failed to display at Dalma's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs during the entire time it employed Dalma in 2010.

450. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 35 – Soisius Dalma vs. Coastal, 2011 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

451. AWPAs required Coastal to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
452. Coastal intentionally failed to display at Dalma's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs during the entire time it employed Dalma in 2011.
453. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 36 – Soisius Dalma vs. Hancock, 2012 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

454. AWPAs required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
455. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine during the entire time it employed Dalma in 2012.
456. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up

to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 37 – Soisius Dalma vs. Hancock, 2013 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

457. AWPAs required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
458. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine during the entire time it employed Dalma in 2013.
459. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 38 – Soisius Dalma vs. Coastal, 2010 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

460. AWPAs required Coastal, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §1821(d).
461. The wage statements Coastal provided to Dalma in 2010 did not indicate the basis on which wages are paid, i.e., the piece rate paid by Coastal to Dalma.
462. Coastal intentionally failed to provide Dalma with wage statements that stated the piece rate paid by Coastal in 2010.

463. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) in 2010.

Count 39 – Soisius Dalma vs. Coastal, 2011 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

464. AWPAs required Coastal, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §1821(d).
465. The wage statements Coastal provided to Dalma in 2011 did not indicate the basis on which wages are paid, i.e., the piece rate paid by Coastal to Dalma.
466. Coastal intentionally failed to provide Dalma with wage statements that stated the piece rate paid by Coastal in 2011.
467. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) in 2011.

Count 40 – Soisius Dalma vs. Hancock, 2012 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

468. AWPAs required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).

469. During the 2012 season, Dalma worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
470. Hancock intentionally failed to provide Dalma with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2012 season.
471. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2012 season.

Count 41 – Soisius Dalma vs. Hancock, 2013 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

472. AWPAs required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).
473. During the 2013 season, Dalma worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
474. Hancock intentionally failed to provide Dalma with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2013 season.
475. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2013 season.

Count 42 – Soisius Dalma vs. Paul, Coastal and RCR I, 2010 Season
29 U.S.C. §1823(a) – Housing Violation

476. AWPAs require any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property

complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).

477. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, used the real property located at 53 Water Street, Augusta, Maine as housing for Dalma from approximately July 21, 2010 to August 12, 2010.

478. RCR I owned the real property located at 53 Water Street, Augusta, Maine at all times relevant to Dalma's claims.

479. Coastal, and in the alternative Coastal and Paul, controlled the worker occupied section of 53 Water Street, Augusta, Maine at all times relevant to Dalma's claims by assigning migrant agricultural workers to live in each unit, determining how many workers would live in each unit and/or deciding the extent to which appliances and facilities would be provided for the workers who lived there.

480. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, intentionally failed to ensure that the real property located at 53 Water Street, Augusta, Maine complied with applicable federal safety and health standards.

a) There was only one bathroom available to the twenty-five workers in the section controlled by Paul and Coastal, and that bathroom had only one sink, shower and toilet in violation of 20 C.F.R. §654.411(b), 20 C.F.R. §654.412(b) and (c), 29 C.F.R. §1910.142(d)(5) and 29 C.F.R. §1910.142(f)(1);

b) Workers had no furniture for eating meals, in violation of 20 C.F.R. §654.413, and

c) The house lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d), 20 C.F.R. §654.417(g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R. §1910.142(k).

481. Dalma sustained actual damages as a result of RCR I and Coastal's, and in the alternative RCR I, Coastal and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.
482. Pursuant to 29 U.S.C. §1854(c)(1), RCR I and Coastal are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a).
483. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), RCR I, Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a).

Count 43 – Soisius Dalma vs. Paul, Coastal and RCR I, 2010 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

484. AWPAs require each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complied with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).
485. RCR I and Coastal, and in the alternative RCR I, Coastal and Paul, intentionally failed to obtain and post a certification that the facility or real property at 53 Water Street, Augusta, Maine complied with applicable safety and health standards prior to its occupancy by Dalma.
486. Pursuant to 29 U.S.C. §1854(c)(1) RCR I and Coastal are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).
487. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), RCR I, Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29

U.S.C. §1823(b)(1).

Count 44 – Soisius Dalma vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

488. AWPA requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
489. Coastal, and in the alternative Coastal and Paul, intentionally failed to post in a conspicuous place at the real property at 53 Water Street, Augusta, Maine, or present to Dalma, a statement showing the terms and conditions of occupancy of the premises.
490. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c).
491. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c).

Count 45 – Soisius Dalma vs. Paul, Hancock, Bachelder and Merchant, 2012 Season
29 U.S.C. §1823(a) – Housing Violation

492. AWPA requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).
493. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, used the real property located at 24 High Street, Ellsworth, Maine as housing for Dalma from approximately July 23, 2012 to September 4, 2012.

494. Bachelder and Merchant owned the real property located at 24 High Street, Ellsworth, Maine at all times relevant to Dalma's claims.
495. Hancock, and in the alternative Hancock and Paul, controlled the part of the real property located at 24 High Street, Ellsworth, Maine used by migrant agricultural workers at all times relevant to Dalma's claims by assigning migrant agricultural workers to live in the motel rooms, determining how many workers would live in each room and/or deciding the extent to which cooking, sleeping and other facilities would be provided for the workers who lived there.
496. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, intentionally failed to ensure that the real property located at 24 High Street, Ellsworth, Maine complied with applicable federal safety and health standards.
- a) Dalma was forced to share a bed with another male worker, in violation of 20 C.F.R. §654.416(e) and 29 C.F.R. §1910.142(b)(3);
 - b) The room was overcrowded, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);
 - c) No kitchen was provided: the room had no stove, kitchen sink or oven, in violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.142(b)(10), and
 - d) The house lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d), 20 C.F.R. §654.417(g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R. §1910.142(k).
497. Dalma sustained actual damages in 2012 as a result of Bachelder, Merchant and Hancock's, and in the alternative Bachelder, Merchant, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards

applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.

498. Pursuant to 29 U.S.C. §1854(c)(1), Bachelder, Merchant and Hancock are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in 2012.

499. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Bachelder, Merchant, Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in 2012.

Count 46 – Soisius Dalma vs. Paul, Hancock, Bachelder and Merchant, 2012 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

500. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).

501. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 24 High Street, Ellsworth, Maine complied with applicable safety and health standards prior to its occupancy by Dalma.

502. Pursuant to 29 U.S.C. §1854(c)(1) Bachelder, Merchant and Hancock are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).

503. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Bachelder, Merchant, Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).

Count 47 – Soisius Dalma vs. Paul and Hancock, 2012 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

504. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
505. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 24 High Street, Ellsworth, Maine, or present to Dalma, a statement showing the terms and conditions of occupancy of the premises.
506. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c) in 2012.
507. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c) in 2012.

Count 48 – Soisius Dalma vs. Paul, Hancock and Seneque, 2013 Season
29 U.S.C. §1823(a) – Housing Violation

508. AWPAs requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).
509. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, used the real property located at 14 Cedar Grove, Ellsworth, Maine as housing for Dalma from approximately July 24, 2013 to September 4, 2013.

510. Seneque owned the real property located at 14 Cedar Grove, Ellsworth, Maine at all times relevant to Dalma' claims.
511. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 14 Cedar Grove at all times relevant to Dalma' claims by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which necessary laundry, bathroom and kitchen facilities would be provided to the workers.
512. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, intentionally failed to ensure that the real property located at 14 Cedar Grove, Ellsworth, Maine complied with applicable federal safety and health standards.
- a) During Dalma's occupancy no beds were provided; Dalma and the other workers slept on any surface they could find, in violation of 20 C.F.R. §654.416(a) and 29 C.F.R. §1910.142(b)(3);
 - b) The trailer was badly overcrowded: Dalma slept in the small trailer with approximately 20 other workers, who had to sleep very close together, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);
 - c) There was just one toilet, one shower and two sinks for approximately 20 workers, in violation of 20 C.F.R. §654.411(b), 20 C.F.R. §654.412(b) and (c), 29 C.F.R. §1910.142(d)(5) and 29 C.F.R. §1910.142(f)(1);
 - d) Men and women had to share sleeping quarters, in violation of 20 C.F.R. §654.407(e);
 - e) Men and women had to share bathroom facilities, in violation of 20 C.F.R. §654.411(d) and 29 C.F.R. §1910.142(d)(4);

- f) There was only one stove and one refrigerator for all the workers in the trailer, in violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.142(b)(10);
 - g) The trailer was infested with bedbugs, in violation of 20 C.F.R. §654.415 and 29 C.F.R. §1910.142(j), and
 - h) The trailer lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d), 20 C.F.R. §654.417(f) and (g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R. §1910.142(k).
513. Dalma moved out of the trailer after one night due to the bedbugs that infested the trailer. He slept in another worker's van, parked on the premises, from July 25, 2013 to September 4, 2013.
514. The van did not comply with any safety and health standards.
515. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, controlled the Dalma's use of the van by owning and/or controlling the premises in general and by making it necessary for Dalma to use the van as housing.
516. Seneque, Hancock and Paul charged Dalma \$45 per week to remain on the premises of 14 Cedar Grove, Ellsworth, Maine for the rest of the 2013 harvest, even though the bedbug infestation prevented Dalma from living in the trailer.
517. Dalma sustained actual damages as a result of Seneque's and Hancock's, and in the alternative Seneque, Hancock and Paul's, failure to ensure that the housing or the van complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.

518. The actions of Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, in using both the trailer located at 14 Cedar Grove, Ellsworth, Maine and a van to house Dalma were separate transactions.

519. Pursuant to 29 U.S.C. §1854(c)(1), Seneque and Hancock are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violations of 29 U.S.C. §1823(a).

520. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Seneque, Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500, or for actual damages, for their violations of 29 U.S.C. §1823(a).

Count 49 – Soisius Dalma vs. Paul, Hancock and Seneque, 2013 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

521. AWPA requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).

522. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 14 Cedar Grove, Ellsworth, Maine complied with applicable safety and health standards prior to its occupancy by Dalma.

523. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, intentionally failed to obtain and post a certification that the van they used to house Dalma complied with applicable safety and health standards prior to its occupancy by Dalma.

524. Seneque and Hancock's, and in the alternative Seneque, Hancock and Paul's, actions in failing to obtain and post a certification of occupancy at the trailer at 14 Cedar Grove,

Ellsworth, Maine and at the van they used to house Dalma were separate transactions.

525. Pursuant to 29 U.S.C. §1854(c)(1) Seneque and Hancock are jointly and severally liable to Dalma for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1823(b)(1).

526. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Seneque, Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1823(b)(1).

Count 50 – Soisius Dalma vs. Paul and Hancock, 2013 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

527. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).

528. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the trailer at 14 Cedar Grove, Ellsworth, Maine, or present to Dalma, a statement showing the terms and conditions of occupancy of the premises.

529. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the van they used to house Dalma, or present to Dalma, a statement showing the terms and conditions of occupancy of the van.

530. Seneque and Hancock's, and in the alternative Seneque, Hancock and Paul's, actions in failing to post a statement showing the terms and conditions of occupancy at the trailer at 14 Cedar Grove, Ellsworth, Maine or at the van they used to house Dalma, or to present such statements to Dalma, were separate transactions.

531. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up

to \$500 for each of its violations of 29 U.S.C. §1821(c).

532. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1821(c).

Count 51 – Soisius Dalma vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

533. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).
534. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported and unrestricted access to all exits, as set out in 29 C.F.R. §500.102(c), 500.105(b)(3)(vi)(D) and 500.105(b)(2)(vii)(D).
535. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus that Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Dalma from New Jersey to Maine in 2010 conformed to the applicable standards. The bus was overcrowded; there was not a seat for each worker on the bus and the exits were obstructed.
536. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(A).
537. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(A).

Count 52 – Soisius Dalma vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

538. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.
539. Upon information and belief Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Dalma from New Jersey to Maine was insured.
540. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).
541. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

Count 53 – Soisius Dalma vs. Paul and Coastal, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

542. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.
543. Upon information and belief Coastal, and in the alternative Coastal and Paul, intentionally failed to ensure that the bus which Coastal, and in the alternative Coastal and Paul, used or caused to be used to transport Dalma to and from work was insured.

544. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).

545. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

Count 54 – Soisius Dalma vs. Paul and Coastal, 2011 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

546. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).

547. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported and unrestricted access to all exits, as set out in 29 C.F.R. §500.102(c), 500.105(b)(3)(vi)(D) and 500.105(b)(2)(vii)(D).

548. Coastal, and in the alternative Coastal and Paul, intentionally failed to ensure that the bus that Coastal, and in the alternative Coastal and Paul, used or caused to be used to transport Dalma from New Jersey to Maine in 2011 conformed to the applicable standards. The bus was overcrowded; there was not a seat for each worker on the bus, and the aisle and exit were blocked with baggage.

549. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Dalma for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(A).

550. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(A).

Count 55 – Soisius Dalma vs. Paul and Hancock, 2012 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

551. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).
552. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported and unrestricted access to all exits, as set out in 29 C.F.R. §500.102(c), 500.105(b)(3)(vi)(D) and 500.105(b)(2)(vii)(D).
553. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus that Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Dalma from New Jersey to Maine in 2012 conformed to the applicable standards. The bus was overcrowded; there was not a seat for each worker on the bus, and the aisle and exit were blocked with baggage.
554. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for each of its violations of 29 U.S.C. §1841(b)(1)(A).
555. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1841(b)(1)(A).

Count 56 – Soisius Dalma vs. Paul and Hancock, 2013 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

556. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under

AWPA, as set out in 29 U.S.C. §1841(b)(1)(A).

557. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported and unrestricted access to all exits, as set out in 29 C.F.R. §500.102(c), 500.105(b)(3)(vi)(D) and 500.105(b)(2)(vii)(D).
558. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus that Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Dalma from New Jersey to Maine in 2013 conformed to the applicable standards. The bus was overcrowded; there was not a seat for each worker on the bus, and the aisle and exit were blocked with baggage.
559. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Dalma for statutory damages up to \$500 for violation of 29 U.S.C. §1841(b)(1)(A).
560. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Dalma for statutory damages up to \$500 for violation of 29 U.S.C. §1841(b)(1)(A).

*Facts Relevant to Claims Asserted by Lenord Damisse
2010 Season*

561. At no time relevant to the claims asserted by Damisse was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Damisse.
562. Paul engaged in recruiting during the New Jersey blueberry harvest in July of 2010 and specifically recruited Damisse to work at Hancock during the 2010 – 2011 Maine blueberry harvesting and processing season.
563. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Damisse to work at Hancock in 2010.

564. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Damisse; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Damisse, and/or ratified Paul's recruitment activities with respect to Damisse in 2010 by hiring, employing and housing Damisse and many other migrant agricultural workers whom Paul recruited and transported or caused to be transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
565. Paul told Damisse that he (Damisse) would make good money, and Damisse understood this meant that he would work seven days a week in August and September, and then five days a week through the spring of 2011.
566. Paul provided this information to Damisse knowing that it was false or misleading.
567. By offering Damisse employment for seven days a week and then for five days a week sufficient to earn "good money", Hancock, and in the alternative Hancock and Paul, made a working arrangement with Damisse to provide employment for seven days a week and then five days a week, sufficient to earn a reasonably good amount of money, and certainly at least as much as other workers earned on the average.
568. After receiving recruitment information from Paul in July of 2010, Damisse came to Maine to work for Hancock.
569. Hancock, and in the alternative Hancock and Paul, did not provide Damisse, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other benefits to be provided and any costs to be charged for each, and information about workers'

compensation insurance.

570. Paul, transported Damisse, or caused Damisse to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July 2010.
571. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Damisse, or caused Damisse to be transported, to Maine in 2010.
572. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Damisse; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Damisse, and/or ratified Paul's activities with respect to transportation by hiring and employing Damisse as well as many other migrant agricultural workers whom Paul transported, or caused to be transported, from New Jersey to work in Maine in 2010.
573. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Damisse, or caused Damisse to be transported, from New Jersey to Maine in an old yellow school bus. The bus was severely overcrowded, requiring Damisse to sit on an overturned bucket in the center aisle.
574. Upon information and belief, Hancock, and in the alternative Hancock and Paul, intentionally failed to insure the old yellow school bus used to transport Damisse from New Jersey to Maine.
575. Paul furnished Damisse as an employee to Hancock and Hancock hired Damisse to work in its Ellsworth, Maine processing facility on approximately July 24, 2010. Damisse suffered a work-related injury on August 2, 2010 and was unable to work until mid-

September of 2010 and thereafter was employed at Hancock's processing facility until March 23, 2011.

576. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished Damisse as an employee to Hancock.
577. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Damisse by failing to provide Damisse with the amount of work promised at the time of recruitment, and as a result Damisse significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements.
578. Damisse sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Damisse and their violation of the working arrangement they had made with Damisse, including humiliation, inconvenience, emotional distress and mental suffering.
579. Hancock intentionally failed to display at Damisse's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
580. Hancock provided wage statements to Damisse during the course of his employment.
581. Damisse worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
582. The wage statements Hancock provided to Damisse did not state his overtime rate for hours worked in excess of 40 per week.

*Facts Relevant to Claims Asserted by Lenord Damisse
2011 Season*

583. At no time relevant to the claims asserted by Damisse was Paul registered as an FLC or

FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Damisse.

584. Paul recruited Damisse to work at Hancock during the 2011 – 2012 Maine blueberry harvesting and processing season.
585. Paul acted as Hancock’s employee or in the alternative as an FLC and Hancock’s agent when he recruited Damisse to work at Hancock in 2011.
586. If Paul was not acting as Hancock’s employee, Hancock expressly authorized Paul’s recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Damisse; knowingly or negligently permitted Paul to act with Hancock’s apparent authority in recruiting migrant agricultural workers, including Damisse, and/or ratified Paul’s recruitment activities with respect to Damisse in 2011 by hiring, employing and housing Damisse and many other migrant agricultural workers whom Paul recruited and transported or caused to be transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
587. Paul told Damisse that he (Damisse) would make good money, and Damisse understood this meant that he would work seven days a week in August and September, and then five days a week through the spring of 2012.
588. Paul provided this information to Damisse knowing that it was false or misleading.
589. By offering Damisse employment for seven days a week and then for five days a week sufficient to earn “good money”, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Damisse to provide employment for seven days a week and then five days a week, sufficient to earn a reasonably good amount of money, and certainly at least as much as other workers earned on the average.

590. After receiving recruitment information from Paul in July of 2011, Damisse came to Maine to work for Hancock.
591. Hancock, and in the alternative Hancock and Paul, did not provide Damisse, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefits to be provided and any costs to be charged for each, and information about workers' compensation insurance.
592. Paul furnished Damisse as an employee to and Hancock hired Damisse to work in its Ellsworth, Maine processing facility on July 29, 2011. Hancock employed Damisse until September 19, 2011.
593. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished Damisse as an employee to Hancock.
594. Hancock refused to employ Damisse for the "little season," that portion of the blueberry processing season that continued through the winter and into the following spring.
595. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Damisse by failing to provide Damisse with the amount and duration of work promised at the time of recruitment, and as a result Damisse earned significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements.
596. Damisse sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Damisse and their violation of the working arrangement they had made with Damisse, including humiliation, inconvenience, emotional distress and mental suffering.

597. Hancock intentionally failed to display at Damisse's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
598. Hancock provided wage statements to Damisse during the course of his employment.
599. Damisse worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
600. The wage statements Hancock provided to Damisse did not state his overtime rate for hours worked in excess of 40 per week.

Lenord Damisse Claims

Count 57 – Lenord Damisse vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

601. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including Damisse, by recruiting and transporting migrant agricultural workers, including Damisse, and by furnishing migrant agricultural workers, including Damisse, as employees to Hancock, prior to and during the 2010 – 2011 Maine blueberry harvesting and processing season.
602. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
603. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
604. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWP's registration and authorization requirements do not apply. 29 U.S.C. §1803(b).

605. If Paul recruited or transported Damisse, or furnished Damisse as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWP, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Damisse when Paul was not registered as an FLC and to transport Damisse when Paul was not authorized to do so.
606. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.
607. If Paul was not Hancock's employee, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.48(d), by recruiting and furnishing Damisse as an employee to Hancock when he was not registered as an FLC, and by transporting Damisse when he was not authorized to do so.
608. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Damisse for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 58 – Lenord Damisse vs. Paul and Hancock, 2011 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

609. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including Damisse, by recruiting migrant agricultural workers, including Damisse, and by furnishing migrant agricultural workers, including Damisse, as employees to Hancock, prior to and during the 2011 - 2012 Maine blueberry harvesting and processing season.
610. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
611. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWP's registration and authorization requirements

do not apply. 29 U.S.C. §1803(b).

612. If Paul recruited Damisse or furnished Damisse as an employee to Hancock as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWP, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Damisse when Paul was not registered as an FLC.
613. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.
614. If Paul was not Hancock's employee, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.48(d), by recruiting and furnishing Damisse as an employee to Hancock when he was not registered as an FLC.
615. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Damisse for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 59 – Lenord Damisse vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) – Failure to Provide Written Disclosure at Time of Recruitment

616. AWP required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Damisse at the time of recruitment in July 2010 that stated the place and period of employment; wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
617. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Damisse at the time of recruitment in July 2010.
618. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).

619. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 60 – Lenord Damisse vs. Paul and Hancock, 2011 Season
29 U.S.C. §1821(a) – Failure to Provide Written Disclosure at Time of Recruitment

620. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Damisse at the time of recruitment in July 2011 that stated the place and period of employment; wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

621. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Damisse at the time of recruitment in July 2011.

622. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).

623. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 61– Lenord Damisse vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information
at Time of Recruitment

624. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Damisse concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).

625. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Damisse in July 2010, by telling Damisse he would earn “good money,” including promise of employment for seven days a week at first and then five days a week thereafter.
626. Damisse sustained actual damages as a result of Hancock’s, and in the alternative Hancock and Paul’s, provision of false or misleading information to Damisse, including lost wages in the approximate amount of \$1,750, humiliation, inconvenience, emotional distress and mental suffering.
627. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
628. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 62 – Lenord Damisse vs. Paul and Hancock, 2011 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information
at Time of Recruitment

629. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Damisse concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).
630. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Damisse in July 2011, by telling Damisse he would earn “good money,” including promise of employment for seven days a week at first and then five days a week thereafter.

631. Damisse sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Damisse, including lost wages in the approximate amount of \$8,800, humiliation, inconvenience, emotional distress and mental suffering.
632. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
633. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 63 – Lenord Damisse vs. Paul and Hancock, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

634. AWPA prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Damisse, as set out in 29 U.S.C. §1822(c).
635. Damisse re-alleges Paragraph 567.
636. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Damisse, without justification, by providing him less work than promised in 2010.
637. Damisse sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement with Damisse including lost wages in the approximate amount of \$1,750, humiliation, inconvenience, emotional distress and mental suffering.
638. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).

639. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 64 – Lenord Damisse vs. Paul and Hancock, 2011 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

640. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Damisse, as set out in 29 U.S.C. §1822(c).

641. Damisse re-alleges Paragraph 589.

642. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Damisse, without justification, by providing him less work than promised in 2011.

643. Damisse sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement with Damisse including lost wages in the approximate amount of \$8,800, humiliation, inconvenience, emotional distress and mental suffering.

644. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).

645. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 65 – Lenord Damisse vs. Hancock, 2010 Season
29 U.S.C. §§1821(b) and (g) – Failure to Post Information at Workplace

646. AWPAs required Hancock to display, in a conspicuous place, a poster provided by the

USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §§1821(b) and (g).

647. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine during the entire time it employed Damisse for the 2010 season.

648. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 66 – Lenord Damisse vs. Hancock, 2011 Season
29 U.S.C. §§1821(b) and (g) – Failure to Post Information at Workplace

649. AWP required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §§1821(b) and (g).

650. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine during the entire time it employed Damisse for the 2011 season.

651. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 67 – Lenord Damisse vs. Hancock, 2010 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

652. AWP required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period

earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).

- 653. Damisse worked hours in excess of 40 per week during the 2010 season, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
- 654. Hancock intentionally failed to provide Damisse with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2010 season.
- 655. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2).

Count 68 – Lenord Damisse vs. Hancock, 2011 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

- 656. AWPA required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).
- 657. Damisse worked hours in excess of 40 per week during the 2011 season, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
- 658. Hancock intentionally failed to provide Damisse with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2011 season.
- 659. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2).

Count 69 – Lenord Damisse vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violation

660. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).
661. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§ 500.105(b)(3)(vi)(D) and 500.104(l).
662. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus that Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Damisse from New Jersey to Maine in July 2010 conformed to the applicable standards. The bus was overcrowded and did not have a seat for Damisse and other passengers.
663. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for violation of 29 U.S.C. §1841(b)(1)(A) in July 2010.
664. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500 for violation of 29 U.S.C. §1841(b)(1)(A) in July 2010.

Count 70 – Lenord Damisse vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

665. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.

666. Upon information and belief Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Damisse from New Jersey to Maine was insured.

667. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Damisse for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).

In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Damisse for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

*Facts Relevant to Claims Asserted By Plaintiff Andre Estinfort
2013 Season*

668. At no time relevant to the claims asserted by Estinfort was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Estinfort.

669. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2013 and specifically recruited Estinfort to work at Hancock during the 2013 Maine blueberry harvesting and processing season.

670. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Estinfort to work at Hancock in 2013.

671. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Estinfort; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Estinfort, and/or ratified Paul's recruitment activities with respect to Estinfort in 2010 by

hiring and employing Estinfort and many other migrant agricultural workers whom Paul recruited and transported or caused to be transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.

672. Paul first recruited Estinfort at a labor camp in New Jersey operated by a crew leader named Sorel at the end of the blueberry season in New Jersey. Paul sent two agents, one named Isalet Oceant and a second whose first name was Paul, to Sorel's labor camp. The agent named Paul told Estinfort and a group of workers that Carol Paul had work for them in Maine, and that anyone interested should go to Carol Paul's labor camp to be considered for the work in Maine. They also said that the work involved blueberries, that it would be in a packing house and would last 6 weeks. Estinfort understood that the work was paid on an hourly basis and involved overtime pay.
673. The following day, Estinfort went to Carol Paul's camp and met with the man named Paul in the presence of Carol Paul. The man named Paul told Estinfort again that the work would last 6 weeks. He said it would be working for a company and a man named "Roy." He told Estinfort he would earn overtime. He said that he would "guarantee you'll make money", which Estinfort understood to mean that he would earn a significant amount of money and impliedly at least as much as other workers at Hancock earned on the average.
674. Through his agents Paul provided this information to Estinfort knowing that it was false or misleading.
675. Workers did not pay rent at either Sorel's camp or Carol Paul's camp in New Jersey. Neither Carol Paul nor his agents told Estinfort that the terms would differ in Maine and that he would be charged rent.

676. Paul failed to disclose this information to Estinfort knowing that the lack of this information would be misleading to Estinfort.
677. By offering Estinfort employment for six weeks with overtime sufficient to “make money” and impliedly sufficient to earn at least as much as other workers at Hancock earned on the average and without paying rent, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Estinfort to provide employment for six weeks with overtime sufficient to “make money” and sufficient to earn at least as much as other workers at Hancock earned on the average and without paying rent.
678. Hancock, and in the alternative Hancock and Paul, did not provide Estinfort, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers’ compensation insurance.
679. After receiving this recruitment information from Paul in July 2013, Estinfort agreed to come to Maine and work for Hancock.
680. Estinfort traveled from New Jersey to Maine with a friend, in late July 2013, for the purpose of working for Hancock during the 2013 blueberry harvesting and processing season.
681. Paul furnished Estinfort as an employee to Hancock and Hancock hired Estinfort to work in its blueberry processing facility on July 29, 2013 and employed him until Hancock or Paul terminated his employment on September 1, 2013.
682. Paul was acting as Hancock’s employee or in the alternative as an FLC and Hancock’s agent when he furnished Estinfort as an employee to Hancock.

683. Hancock and Paul assigned Estinfort work on the night shift for the last two weeks of August 2013. Paul, acting as Hancock's night shift supervisor, regularly clocked Estinfort out at the end of his shift, but then required Estinfort to continue working for another half hour.
684. Hancock owes Estinfort at least 6 hours of unpaid wages, at the overtime rate, for work he performed after Paul clocked him out, or a total of at least \$78.
685. Estinfort made a written demand to Hancock for unpaid wages in the amount of \$78 but Hancock failed to pay Estinfort his unpaid wages.
686. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Estinfort by failing to provide Estinfort with the amount of work promised at the time of recruitment, and as a result Estinfort earned significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements.
687. Additionally, Hancock, and in the alternative Hancock and Paul, required Estinfort to pay rent for the housing they provided to Estinfort, and as a result Estinfort lost \$35 a week each week he lived in that housing.
688. Estinfort sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Estinfort and their violation of the working arrangement they had made with Estinfort, including humiliation, inconvenience, emotional distress and mental suffering.
689. Hancock intentionally failed to display at Estinfort's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.

690. Hancock provided wage statements to Estinfort during the course of his employment.
691. Estinfort worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
692. The wage statements Hancock provided to Estinfort did not state his overtime rate for hours worked in excess of 40 per week.
693. Paul located, provided and controlled housing for Estinfort in 2013.
694. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for Estinfort.
695. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock employed, including Estinfort; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including Estinfort, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Estinfort.
696. Hancock, and in the alternative Hancock and Paul, housed Estinfort at 14 Cedar Grove, Ellsworth, Maine from approximately July 27, 2013 until September 6, 2013. The real property at 14 Cedar Grove, Ellsworth, Maine, consisted of a trailer with two bedrooms on a lot that was overgrown with weeds and brush.
697. Hancock, and in the alternative Hancock and Paul, housed Estinfort and approximately 20 other migrant agricultural workers in the trailer at 14 Cedar Grove, Ellsworth, Maine, Maine.

- 698. Approximately 16 male and 4 female workers lived in the small trailer.
- 699. Estinfort was assigned to the living room/kitchen area of the trailer, where he slept with approximately 10 other workers.
- 700. No beds were provided; the workers slept on whatever they could find. Estinfort slept on an old seat that had been removed from a motor vehicle.
- 701. There was little or no space between each worker's bedding; Estinfort could not extend his arm without reaching another worker's sleeping space.
- 702. Estinfort and the other workers had no place to store personal items such as clothing.
- 703. Hancock and Paul provided only one bathroom for the approximately 20 workers who lived in the trailer.
- 704. The bathroom had just one toilet and shower, and two sinks, for all the workers; no toilet paper was supplied.
- 705. Because there was just one toilet for all the workers in the trailer, it was often occupied. Workers were forced to wait in line a significant time to use the bathroom.
- 706. There was just one stove and one refrigerator for all the workers to share.
- 707. The trailer was infested with cockroaches, which got into the workers' food.
- 708. There were no laundry facilities.
- 709. The trailer had no first aid kit.
- 710. Paul and Hancock charged Estinfort \$35 per week to live in the trailer at 14 Cedar Grove, Ellsworth, Maine. When Mr. Estinfort complained about the conditions, and having to pay \$35 per week, Paul's agent Isalet Oceant told Estinfort: "Sleep standing: you pay. Sleep sitting: you pay."
- 711. Seneque owned the real property and trailer at 14 Cedar Grove, Ellsworth, Maine at all

times relevant to the claims made by Estinfort.

712. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 14 Cedar Grove, Ellsworth, Maine at all times relevant to the claims made by Estinfort by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which necessary laundry, bathroom and kitchen facilities would be provided to the workers.
713. Estinfort sustained actual damages as a result of Seneque and Hancock's, and in the alternative Seneque, Hancock and Paul's, failure to ensure that the real property at 14 Cedar Grove, Ellsworth, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
714. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, did not obtain a certification that the real property located at 14 Cedar Grove, Ellsworth, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Estinfort.
715. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, did not post such certification of occupancy at the real property at 14 Cedar Grove, Ellsworth, Maine.
716. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 14 Cedar Grove, Ellsworth, Maine, or present to Estinfort a statement showing the terms and conditions of occupancy of those premises.

Andre Estinfort Claims

Count 71 – Andre Estinfort vs. Paul and Hancock, 2013 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

717. Paul engaged in farm labor contracting activities with respect to migrant agricultural

workers, including Estinfort, by recruiting migrant agricultural workers, including Estinfort, and by furnishing migrant agricultural workers, including Estinfort, as employees to Hancock, prior to and during the 2010 – 2011 Maine blueberry harvesting and processing season.

718. Additionally, Paul housed migrant agricultural workers, including Estinfort, during the 2010 – 2011 Maine blueberry harvesting and processing season.

719. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.

720. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).

721. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).

722. If Paul recruited or housed Estinfort, or furnished Estinfort as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Estinfort when Paul was not registered as an FLC and to house Estinfort when Paul was not authorized to do so.

723. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.

724. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting and furnishing

Estinfort as an employee to Hancock when he was not registered as an FLC, and by housing Estinfort when he was not authorized to do so.

725. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Estinfort for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 72 – Andre Estinfort vs. Paul and Hancock, 2013 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

726. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Estinfort at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
727. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Estinfort at the time of recruitment.
728. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).
729. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Estinfort for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 73 – Andre Estinfort vs. Paul and Hancock, 2013 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

730. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Estinfort concerning the terms, conditions, or existence of agricultural employment including, among other things, the wage rates to

be paid and the period of employment, as set out in 29 U.S.C. §1821(f).

731. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Estinfort by telling Estinfort that he would have employment for six weeks with overtime sufficient to “make money” and impliedly sufficient to earn at least as much as other workers at Hancock earned on the average and by failing to disclose to Estinfort that he would have to pay rent for housing in Maine.
732. Estinfort sustained actual damages as a result of Hancock’s, and in the alternative Hancock and Paul’s, provision of false or misleading information to Estinfort, including lost wages in the approximate amount of \$1,100, unlawful rent payments, humiliation, inconvenience, emotional distress and mental suffering.
733. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
734. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Estinfort for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 74 – Andre Estinfort vs. Paul and Hancock, 2013 Season
29 U.S.C. §1822(c) – Violation of Working Arrangement

735. AWPA prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Estinfort, as set out in 29 U.S.C. §1822(c).
736. Estinfort re-alleges Paragraph 677.
737. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Estinfort, without justification, by providing him less work than promised and by requiring him to pay rent.

738. Estinfort sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement including lost wages in the approximate amount of \$1,100, unlawful rent payments, humiliation, inconvenience, emotional distress and mental suffering.
739. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).
740. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Estinfort for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 75 – Andre Estinfort vs. Paul and Hancock, 2013 Season
29 U.S.C. §1822(a) – Failure to Pay Wages When Due

741. AWPA requires agricultural employers to pay a migrant agricultural worker the wages owed to the worker when due, as set out in 29 U.S.C. §1822(a).
742. Hancock intentionally failed to pay Estinfort for the time Paul required him to continue to work after Paul clocked him out.
743. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(a).

Count 76 – Andre Estinfort vs. Hancock, 2013 Season
26 M.R.S. §626 – Failure to Pay Wages Earned

744. Hancock underpaid Estinfort by at least \$78 in August 2013, due to its failure to compensate him for work he was required to perform after Carol Paul clocked him out.
745. Estinfort makes demand for those wages and Hancock is liable to Estinfort for \$78 or more in unpaid wages, plus twice that amount as liquidated damages, costs and attorneys' fees pursuant to 26 M.R.S.A. §626.

Count 77 – Andre Estinfort vs. Hancock, 2013 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

746. AWPAs required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
747. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine during the entire time it employed Estinfort.
748. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 78 – Andre Estinfort vs. Hancock, 2013 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

749. AWPAs required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).
750. Estinfort worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
751. Hancock intentionally failed to provide Estinfort with wage statements that stated his overtime rate for hours worked in excess of 40 per week.
752. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages

up to \$500 for its violation of 29 U.S.C. §1821(d)(2).

Count 79 – Andre Estinfort vs. Paul, Hancock and Seneque, 2013 Season
29 U.S.C. §1823(a) – Housing Violation

753. AWPAs requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).
754. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, used the real property located at 14 Cedar Grove, Ellsworth, Maine as housing for Estinfort from approximately July 27, 2013 to September 6, 2013.
755. Seneque owned the real property located at 14 Cedar Grove, Ellsworth, Maine at all times relevant to Estinfort's claims.
756. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 14 Cedar Grove, Ellsworth, Maine at all times relevant to Estinfort's claims by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which necessary laundry, bathroom and kitchen facilities would be provided to the workers.
757. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, intentionally failed to ensure that the real property located at 14 Cedar Grove, Ellsworth, Maine complied with applicable federal safety and health standards.
- a) During Estinfort's occupancy no beds were provided; Estinfort slept on an old seat that had been removed from a motor vehicle, in violation of 20 C.F.R. §654.416(a) and (b) and 29 C.F.R. §1910.142(b)(3);
 - b) The trailer was badly overcrowded: Estinfort was assigned to the living

room/kitchen area of the trailer, where he slept with approximately 10 other workers, and their sleeping materials were spaced very close together, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);

- c) There were no facilities for storage of personal items in violation of 20 C.F.R. §654.407(f) and 29 C.F.R. §1910.142(b)(3);
- d) There was just one toilet for approximately 20 workers, in violation of 20 C.F.R. §654.411(b) and 29 C.F.R. §1910.142(d)(5);
- e) No toilet paper was provided in violation 20 C.F.R. §654.411(e) and 29 C.F.R. §1910.142(d)(9);
- f) Men and women had to share sleeping quarters, in violation of 20 C.F.R. §654.407(e);
- g) Men and women had to share bathroom facilities, in violation of 20 C.F.R. §654.411(d) and 29 C.F.R. §1910.142(d)(4);
- h) There was only one stove and one refrigerator for all the workers in the trailer, in violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.142(b)(10);
- i) The trailer was infested with cockroaches, which got into the workers' food, in violation of 20 C.F.R. §654.415 and 29 C.F.R. §1910.142(j);
- j) Workers slept on the kitchen floor, due to overcrowding, in violation of 20 C.F.R. §654.413(b) and 29 C.F.R. §1910.143(i)(2);
- k) The site was overgrown with weeds and brush, in violation of 20 C.F.R. §654.404(c) and 29 C.F.R. §1910.142(a)(3), and
- l) The trailer lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d), 20 C.F.R. §417(g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R.

§1910.142(k).

758. Estinfort sustained actual damages as a result of Seneque and Hancock's, and in the alternative Seneque, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.
759. Pursuant to 29 U.S.C. §1854(c)(1), Seneque and Hancock are jointly and severally liable to Estinfort for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a).
760. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Seneque, Hancock and Paul are jointly and severally liable to Estinfort for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a).

Count 80 – Andre Estinfort vs. Paul, Hancock and Seneque, 2013 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

761. AWPAs require each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).
762. Seneque and Hancock, and in the alternative Seneque, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 14 Cedar Grove, Ellsworth, Maine complied with applicable safety and health standards prior to its occupancy by Estinfort.
763. Pursuant to 29 U.S.C. §1854(c)(1) Seneque and Hancock are jointly and severally liable to Estinfort for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).
764. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Seneque, Hancock and Paul are

jointly and severally liable to Estinfort for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).

Count 81 – Andre Estinfort vs. Paul and Hancock, 2013 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

765. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
766. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 14 Cedar Grove, Ellsworth, Maine, or present to Estinfort, a statement showing the terms and conditions of occupancy of the premises.
767. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Estinfort for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c).
768. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Estinfort for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c).

Facts Relevant to Claims Asserted By Plaintiff Jean Etienne
2010 Season

769. At no time relevant to the claims asserted by Etienne was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Etienne.
770. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2010 and, while Etienne worked on Paul's crew in New Jersey, specifically recruited Etienne to work at Hancock during the 2010 Maine blueberry harvesting and processing season.

771. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Etienne to work at Hancock for the 2010 season.
772. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Etienne; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Etienne, and/or ratified Paul's recruitment activities with respect to Etienne for the 2010 season, by hiring and employing Etienne and many other migrant agricultural workers whom Paul recruited and transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
773. In July of 2010, Paul promised Etienne work at Hancock for the big season, which included work in Hancock's blueberry processing facility seven days a week in August and September of each year, including pay at the overtime rate for hours in excess of 40 per week. Based on his experience in previous seasons and on Paul's representations, Etienne expected that he would work at least as long as other workers employed by Hancock.
774. Paul provided this information to Etienne knowing that it was false or misleading.
775. By offering Etienne employment at Hancock seven days a week in August and September of 2010, including pay at the overtime rate for hours in excess of 40 per week, and impliedly for at least as long as other workers, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Etienne to provide employment at Hancock for seven days a week in August and September of 2010 for at least as long as other workers were employed by Hancock.

776. After receiving this recruitment information from Paul in July 2010, Etienne agreed to come to Maine and work for Hancock.
777. Hancock, and in the alternative Hancock and Paul, did not provide Etienne, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance for the 2010 or 2011 seasons.
778. Paul transported Etienne, or caused Etienne to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July of 2010.
779. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Etienne, or caused Etienne to be transported, to Maine in 2010.
780. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Etienne; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Etienne, and/or ratified Paul's activities with respect to transportation by hiring and employing Etienne and many other migrant agricultural workers whom Paul recruited and transported, or caused to be transported, from New Jersey to work in Maine in 2010.
781. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Etienne, or caused Etienne to be transported, from New Jersey to Maine in an old yellow school bus in late July of 2010. The bus was severely overcrowded, and workers, including Etienne, had to sit in the center aisle on overturned buckets.

782. Upon information and belief, Hancock, and in the alternative Hancock and Paul, intentionally failed to insure the old yellow school bus used to transport Etienne from New Jersey to Maine in 2010.
783. Paul furnished Etienne as an employee to Hancock and Hancock hired Etienne to work in its blueberry processing facility on July 21, 2010 and employed him until Hancock terminated his employment on or around August 28, 2010.
784. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished Etienne as an employee to Hancock.
785. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Etienne by failing to provide Etienne with the amount of work promised at the time of recruitment, and as a result Etienne earned significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements.
786. Etienne sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Etienne and their violation of the working arrangement they had made with Etienne, including humiliation, inconvenience, emotional distress and mental suffering.
787. In 2010 Hancock intentionally failed to display at Etienne's place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
788. Hancock provided wage statements to Etienne during the course of his employment.
789. Etienne worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.

790. The wage statements Hancock provided to Etienne did not state his overtime rate for hours worked in excess of 40 per week.
791. Paul located, provided and controlled housing for Etienne in 2010.
792. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for Etienne in 2010.
793. If Paul was not acting as Hancock's employee when he provided housing in 2010, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock employed, including Etienne; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including Etienne, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Etienne.
794. Hancock, and in the alternative Hancock and Paul, housed Etienne at 108 Douglass Highway, Lamoine, Maine from approximately July 21, 2010 to August 28, 2010. The real property at 108 Douglass Highway, Lamoine, Maine consisted of a consisted of a two bedroom trailer intended to accommodate no more than 6 people.
795. Hancock, and in the alternative Hancock and Paul, housed Etienne and Many other migrant agricultural workers in the trailer at 108 Douglass Highway, Lamoine, Maine.
796. The trailer was extremely crowded and uncomfortable for Etienne and the other workers who lived there in both 2010. At night about half of the workers, who worked on the day shift, would sleep in the trailer, and during the day about half of the workers, who worked on the night shift, would sleep in the same areas.

797. No beds were provided; the workers slept on whatever they could find. Etienne slept on a sheet that he placed on the dirty floor, in very crowded conditions very close to many other workers.
798. Etienne and the other workers had no place to store personal items such as clothing. Etienne kept his belongings on the floor where he slept.
799. The bathroom did not have enough hot water for each worker to shower.
800. There were no laundry facilities.
801. Defendant The HSJ Real Estate Title Holding Trust (HSJ) owned 108 Douglass Highway, Lamoine, Maine at all times relevant to the claims made by Etienne.
802. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 108 Douglass Highway, Lamoine, Maine at all times relevant to the claims made by Etienne by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which bathroom, kitchen and living facilities would be provided for the workers who lived there.
803. HSJ, and in the alternative HSJ, Hancock and Paul, charged Etienne or required Etienne to pay \$50 per week in rent to live at 108 Douglass Highway, Lamoine, Maine.
804. Etienne sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the real property at 108 Douglass Highway, Lamoine, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
805. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not obtain a certification that the real property located at 108 Douglass Highway, Lamoine, Maine

complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Etienne.

806. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not post such certification of occupancy at the real property at 108 Douglass Highway, Lamoine, Maine.
807. Hancock, and in the alternative Hancock and Paul, did not post in a conspicuous place at the real property at 108 Douglass Highway, Lamoine, Maine, or present to Etienne a statement showing the terms and conditions of occupancy of those premises in 2010.
808. Paul transported Etienne, or caused Etienne to be transported, to and from work each day that Etienne worked for Hancock in 2010.
809. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Etienne, or caused Etienne to be transported, to and from work in 2010.
810. If Paul was not acting as Hancock's employee when he transported Etienne to and from work in 2010, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers employed by Hancock, including Etienne; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting migrant agricultural workers, including Etienne, and/or ratified Paul's transportation activities with respect to Etienne in 2010 by hiring and employing Etienne and many other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work.
811. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Etienne, or caused Etienne to be transported, to and from work in 2010 in a van. Every

year, the van was overcrowded, because Hancock, and in the alternative Hancock and Paul, transported more passengers than the van was designed to accommodate. Workers, including Etienne, sat crowded together and on each other's laps.

Jean Etienne Claims

Count 82 – Jean Etienne vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

812. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including Etienne, by recruiting and transporting migrant agricultural workers, including Etienne, and by furnishing migrant agricultural workers, including Etienne, as employees to Hancock, prior to and during the 2010 Maine blueberry harvesting and processing season.
813. Additionally, Paul housed migrant agricultural workers, including Etienne, during the 2010 Maine blueberry harvesting and processing season.
814. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
815. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
816. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).
817. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs' registration and authorization requirements do not apply. 29 U.S.C. §1803(b).

818. If Paul recruited, transported or housed Etienne, or furnished Etienne as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWP, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Etienne when Paul was not registered as an FLC and to transport and house Etienne when Paul was not authorized to do so.
819. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.
820. If Paul was not Hancock's employee, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting and furnishing Etienne as an employee to Hancock when he was not registered as an FLC, and by transporting and housing Etienne when he was not authorized to do so.
821. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Etienne for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 83 – Jean Etienne vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

822. AWP required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Etienne at the time of recruitment for the 2010 season, that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
823. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Etienne at the time of recruitment for the 2010 season.
824. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up

to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2010.

825. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2010.

Count 84 – Jean Etienne vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

826. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Etienne concerning the terms, conditions, or existence of agricultural employment including, among other things, the wage rates to be paid and the period of employment, as set out in 29 U.S.C. §1821(f).
827. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Etienne by telling Etienne that he would have work for 7 days a week at Hancock in August and September of 2010 for at least as long as other workers employed by Hancock. .
828. Etienne sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Etienne, including lost wages in the approximate amount of \$680, humiliation, inconvenience, emotional distress and mental suffering.
829. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
830. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 85 – Jean Etienne vs. Paul and Hancock, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangement

831. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Etienne, as set out in 29 U.S.C. §1822(c).
832. Etienne re-alleges Paragraph 775.
833. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Etienne, without justification, by providing him less work than promised.
834. Etienne sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement including lost wages in the approximate amount of \$680, humiliation, inconvenience, emotional distress and mental suffering.
835. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to 500, or for actual damages, for its violation of 29 U.S.C. §1822(c).
836. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 86 – Jean Etienne vs. Hancock, 2010 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

837. AWPAs required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
838. Hancock intentionally failed to display the required poster at its blueberry processing

facility located on Wyman Road in Hancock, Maine during the entire time it employed Etienne from July 21, 2010 to August 28, 2010.

839. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g) during the 2010 season.

Count 87 – Jean Etienne vs. Hancock, 2010 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

840. AWPAs required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).
841. During the 2010 season, Etienne worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
842. Hancock intentionally failed to provide Etienne with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2010 season.
843. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2010 season.

Count 88 – Jean Etienne vs. Paul, Hancock and HSJ, 2010 Season
29 U.S.C. §1823(a) – Housing Violation

844. AWPAs require any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive Federal and State safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).

845. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, used the real property located at 108 Douglas Highway, Lamoine, Maine as housing for Etienne from approximately July 21, 2010 to August 28, 2010.
846. HSJ owned the real property located at 108 Douglas Highway, Lamoine, Maine at all times relevant to Etienne's claims.
847. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 108 Douglas Highway, Lamoine, Maine at all times relevant to Etienne's claims by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which utilities, services and necessary repairs would be provided for the workers who lived there.
848. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to ensure that the real property located at 108 Douglas Highway, Lamoine, Maine complied with applicable Federal and State safety and health standards.
- a) During Etienne's occupancy no beds were provided; Etienne had to sleep on a sheet on the floor, in violation of 20 C.F.R. §654.416(a) and (b) and 29 C.F.R. §1910.142(b)(3);
 - b) The trailer was badly overcrowded: Etienne and the other migrant agricultural workers and their sleeping materials were spaced very close together, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);
 - c) There were no facilities for storage of personal items in violation of 20 C.F.R. §654.407(f) and 29 C.F.R. §1910.142(b)(3);
 - d) There was insufficient hot water for bathing, in violation of 20 C.F.R. §654.412(a) and 29 C.F.R. §1910.142(f)(3), and

e) The trailer lacked laundry facilities, in violation of 20 C.F.R. §654.412(d) and 29 C.F.R. §1910.142(f)(1) and (5).

849. Etienne sustained actual damages during the 2010 season as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.
850. Pursuant to 29 U.S.C. §1854(c)(1), HSJ and Hancock are jointly and severally liable to Etienne for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) during the 2010 season.
851. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) during the 2010 season.

Count 89 – Jean Etienne vs. Paul, Hancock and HSJ, 2010 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

852. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).
853. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 108 Douglas Highway, Lamoine, Maine complied with applicable safety and health standards prior to its occupancy by Etienne for the 2010 season.
854. Pursuant to 29 U.S.C. §1854(c)(1) HSJ and Hancock are jointly and severally liable to

Etienne for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) during the 2010 season.

855. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) during the 2010 season.

Count 90 – Jean Etienne vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

856. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
857. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 108 Douglas Highway, Lamoine, Maine, or present to Etienne, a statement showing the terms and conditions of occupancy of the premises for the 2010 season.
858. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c) during the 2010 season.
859. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c) during the 2010 season.

Count 91 – Jean Etienne vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

860. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant

agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).

861. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§500.102(c), 500.102(d), 500.105(b)(3)(vi)(D) and 500.104(l).
862. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Etienne from New Jersey to Maine in 2010 conformed to the applicable standards. The bus was overcrowded; workers, including Etienne, had to sit in the center aisle on overturned buckets. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the van used to transport Etienne to and from work in 2010 conformed to the applicable standards. The van was overcrowded workers, including Etienne, sat crowded together and on each other's laps.
863. Hancock's, and in the alternative Hancock and Paul's, use of two vehicles to transport or cause the transportation of Etienne were separate transactions.
864. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to \$500 for each of its violations of 29 U.S.C. §1841(b)(1)(A) during the 2010 season.
865. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1841(b)(1)(A) during the 2010 season.

Count 92 – Jean Etienne vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

866. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant

agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.

867. Upon information and belief Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Etienne from New Jersey to Maine was insured.
868. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Etienne for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).
869. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Etienne for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

*Facts Relevant to Claims Asserted By Plaintiff Jean Robert Francois
2010 - 2011 Season*

870. At no time relevant to the claims asserted by Francois was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Francois.
871. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2010 and specifically recruited Francois to work at Hancock during the 2010 Maine blueberry harvesting and processing season.
872. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Francois to work at Hancock in 2010.
873. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Francois; knowingly or negligently permitted Paul to act

with Hancock's apparent authority in recruiting migrant agricultural workers, including Francois, and/or ratified Paul's recruitment activities with respect to Francois in 2010 by hiring and employing Francois and many other migrant agricultural workers whom Paul recruited and transported or caused to be transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.

874. In 2010, Paul promised Francois work at Hancock during the "big season" which included work in Hancock's blueberry processing facility seven days a week in August and September, 2010, including overtime with pay at the overtime rate for hours in excess of 40 per week.
875. In 2010, Paul also promised Francois work at Hancock during the "little season" which included work in Hancock's blueberry processing facility five days a week from the end of the "big season" until April, 2011.
876. Paul provided this information to Francois knowing that it was false or misleading.
877. Moreover, Paul intentionally failed to disclose to Francois that he would be required to provide driving services to Paul, Paul's family and to others, including for personal errands, and to be on-call and available to perform these services at any time.
878. Paul failed to disclose this information to Francois knowing that the lack of this information would be misleading to Francois.
879. By offering Francois employment for five days a week during the "little season" until April of 2011, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Francois to provide employment for five days a week from the end of the "big season" in 2010 until April of 2011 and without a requirement that Francois provide driving services to CP or to any other person.

880. After receiving this recruitment information from Paul in July 2010, Francois agreed to come to Maine and work for Hancock.
881. Hancock, and in the alternative Hancock and Paul, did not provide Francois, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.
882. Paul transported Francois, or caused Francois to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July 2010.
883. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Francois, or caused Francois to be transported, to Maine in 2010.
884. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited for work at Hancock, including Francois; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Francois, and/or ratified Paul's activities with respect to transportation by hiring and employing Francois as well as many other migrant agricultural workers whom Paul transported, or caused to be transported, from New Jersey to work in Maine in 2010.
885. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Francois, or caused Francois to be transported, from New Jersey to Maine in an old yellow school bus.
886. The bus was severely overcrowded, and workers, including Francois, had to sit three or

- more to a seat. Other workers had to sit on overturned buckets in the center aisle.
887. The exit at the rear of the bus was blocked with luggage.
888. Upon information and belief, Hancock, and in the alternative Hancock and Paul, intentionally failed to insure the old yellow school bus used to transport Francois from New Jersey to Maine.
889. Paul furnished Francois as an employee to Hancock and Hancock hired Francois to work in its blueberry processing facility on July 21, 2010 and employed him until March 19, 2011.
890. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished Francois as an employee to Hancock.
891. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Francois by failing to provide Francois with the amount of work promised at the time of recruitment, and as a result Francois earned significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements.
892. Francois sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Francois and their violation of the working arrangement they had made with Francois, including humiliation, inconvenience, emotional distress and mental suffering.
893. Hancock intentionally failed to display at Francois' place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
894. Hancock provided wage statements to Francois during the course of his employment.

895. Francois worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
896. The wage statements Hancock provided to Francois did not state his overtime rate for hours worked in excess of 40 per week.
897. Paul located, provided and controlled housing for Francois in 2010.
898. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for Francois.
899. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock employed, including Francois; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including Francois, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Francois.
900. Hancock, and in the alternative Hancock and Paul, housed Francois at 108 Douglas Highway, Lamoine, Maine from approximately July 2010 until March 19, 2011.
901. The real property at 108 Douglas Highway, Lamoine, Maine consisted of a two bedroom trailer intended to accommodate no more than 6 people.
902. Hancock, and in the alternative Hancock and Paul, housed Francois and approximately 40 or more other migrant agricultural workers in the trailer at 108 Douglas Highway, Lamoine, Maine.
903. The trailer was extremely crowded and uncomfortable for Francois and the other workers

who lived there.

904. No beds were provided; the workers slept on whatever they could find. Francois slept in a sleeping bag he purchased himself.
905. The trailer was so crowded that workers had to sleep in the living room, kitchen and hallways.
906. Francois slept in the living room in 2010, but even that room was so crowded he had to sleep leaning against a wall rather than lying on the floor.
907. Francois and the other workers had no place to store personal items such as clothing. There were just a few nails in the wall for workers to use to hang their clothing.
908. In warmer months, the trailer had inadequate ventilation for 40 people. In the winter it had inadequate heat, and workers put cardboard in the windows for insulation.
909. Hancock and Paul provided only one bathroom for the many workers who lived in the trailer at 108 Douglas Highway, Lamoine, Maine.
910. Men and women used the same bathroom.
911. The toilet frequently clogged due to the many workers forced to use it. No toilet paper was supplied.
912. The bathroom did not have sufficient hot water for bathing, and sometimes the water was rusty in appearance.
913. There was just one stove and one refrigerator for all the workers to share.
914. Mice were present in the trailer and ate workers' food. Mosquitoes and other insects entered the trailer.
915. The electricity frequently went out.
916. There were no laundry facilities.

917. There was no first aid kit.
918. HSJ owned the trailer at 108 Douglas Highway, Lamoine, Maine at all times relevant to the claims made by Francois.
919. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 108 Douglas Highway, Lamoine, Maine at all times relevant to the claims made by Francois by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which utilities, services and necessary repairs would be provided for the workers who lived there.
920. HSJ, and in the alternative HSJ, Hancock and Paul, charged Francois or required Francois to pay \$30 per week in rent to live at 108 Douglas Highway, Lamoine, Maine.
921. Francois sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the real property at 108 Douglas Highway, Lamoine, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
922. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not obtain a certification that the real property located at 108 Douglas Highway, Lamoine, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Francois.
923. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not post such certification of occupancy at the real property at 108 Douglas Highway, Lamoine, Maine.
924. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 108 Douglas Highway, Lamoine, Maine, or

present to Francois a statement showing the terms and conditions of occupancy of those premises.

925. At times, Hancock, and in the alternative Hancock and Paul, transported Francois, or caused Francois to be transported, to and from work in a van during the 2010 – 2011 season.

926. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Francois, or caused Francois to be transported, to and from work in 2010.

927. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers employed by Hancock, including Francois; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting, or causing the transportation of, migrant agricultural workers, including Francois, and/or ratified Paul's transportation activities with respect to Francois in 2010 by hiring and employing Francois and many other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work.

928. The van was severely overcrowded, because Hancock, and in the alternative Hancock and Paul, transported or caused the transportation of many more passengers than the van was designed to accommodate. Workers, including Francois when he was a passenger, crouched or sat crowded together and on each other's laps.

929. During the 2010 – 2011 season, Paul purchased a mini-van and assigned Francois the job of driving the van for various purposes, including driving Paul, his family members and others to and from work and on personal errands.

930. Paul and Hancock intentionally violated the working arrangement they had made with Francois by requiring Francois, who had a drivers' license, to do this work in addition to or instead of work at Hancock's processing facility. Paul controlled when and for what purposes Francois drove the mini-van. He required Francois to do this work during Francois' shifts in the processing facility and on an "on-call" basis 24 hours a day and 7 days a week during the 2010 "big season."
931. Hancock's employees worked in two shifts, and Francois was called to transport employees for various purposes every day, during both the day and night shifts. Francois was required to perform these services so often that he sometimes slept in the vehicle he was required to drive.
932. Francois regularly waited in the van in Hancock's parking lot while to be called to drive; although he sometimes slept while sitting in the driver's seat of the van, he often did not have the freedom to sleep or engage in other personal activities when he was "on-call."
933. Hancock's system for recording the hours Francois worked as an "on-call" driver was inaccurate. Paul would haphazardly clock Francois in and out of work using the timekeeping system in Hancock's processing facility. Hancock and Paul did not record the actual hours Francois worked as a driver and on-call during the 2010 "big season" and did not keep the records of time worked as required by state and federal laws and regulations.
934. Francois spent an average of approximately 18 hours a day, or a total of approximately 819 hours during the 2010 "big season," actively on call and providing driving services to Hancock employees at the direction of Paul and others. He received compensation for only 474 hours of work during the 2010 "big season."

935. Hancock owes Francois unpaid wages for hours worked as an on-call driver for the 2010 “big season,” during which Francois was constrained from engaging in other activities, totaling approximately \$5,000.

*Facts Relevant to Claims Asserted By Plaintiff Jean Robert Francois
2011 - 2012 Season*

936. At no time relevant to the claims asserted by Francois was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Francois.
937. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2011 and specifically recruited Francois to work at Hancock during the 2011 Maine blueberry harvesting and processing season.
938. Paul acted as Hancock’s employee or in the alternative as an FLC and Hancock’s agent when he recruited Francois to work at Hancock in 2011.
939. If Paul was not acting as Hancock’s employee, Hancock expressly authorized Paul’s recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Francois; knowingly or negligently permitted Paul to act with Hancock’s apparent authority in recruiting migrant agricultural workers, including Francois, and/or ratified Paul’s recruitment activities with respect to Francois in 2011 by hiring and employing Francois and many other migrant agricultural workers whom Paul recruited and transported or caused to be transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
940. In 2011, Paul promised Francois work as an on-call driver for Hancock during the “big season” for 16 hours per day for the entire “big season,” including pay at the overtime rate for hours in excess of 40 per week.

941. In 2011, Paul also promised Francois work at Hancock during the “little season” which included work in Hancock’s blueberry processing facility five days a week from the end of the “big season” until April, 2012.
942. Paul provided this information to Francois knowing that it was false or misleading.
943. Moreover, Paul intentionally failed to disclose to Francois that Paul would lease housing for migrant agricultural workers in Francois’ name or that Paul would obtain electric service in Francois’ name at that housing.
944. Paul failed to disclose this information to Francois knowing that the lack of this information would be misleading to Francois.
945. By offering Francois employment for 16 hours a day, seven days a week during the “big season” and for five days a week during the “little season” until April of 2012, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Francois to provide employment for 16 hours a day, seven days a week during the “big season” and for five days a week from the end of the “big season” in 2011 until April of 2012 and without the requirement that Francois’ name be used by Paul to lease housing or obtain electric service.
946. After receiving this recruitment information from Paul in July 2011, Francois agreed to come to Maine and work for Hancock.
947. Hancock, and in the alternative Hancock and Paul, did not provide Francois, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers’ compensation insurance.

948. Paul transported Francois, or caused Francois to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July 2011.
949. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Francois, or caused Francois to be transported, to Maine in 2011.
950. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited for work at Hancock, including Francois; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Francois, and/or ratified Paul's activities with respect to transportation by hiring and employing Francois as well as many other migrant agricultural workers whom Paul transported, or caused to be transported, from New Jersey to work in Maine in 2011.
951. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Francois, or caused Francois to be transported, from New Jersey to Maine in an old yellow school bus.
952. The bus was severely overcrowded, and workers, including Francois, had to sit three or more to a seat. Other workers had to sit on overturned buckets in the center aisle.
953. The exit at the rear of the bus was blocked with luggage and spare tires.
954. Paul furnished Francois as an employee to Hancock and Hancock hired Francois to work in its blueberry processing facility on July 29, 2011 and employed him until approximately February 21, 2012.
955. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished Francois as an employee to Hancock.

956. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Francois by failing to provide Francois with the amount of work promised at the time of recruitment, and as a result Francois earned significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements, and by entering into leasing and utility arrangements in Francois' name without Francois' knowledge or consent.
957. Francois sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Francois and their violation of the working arrangement they had made with Francois, including humiliation, inconvenience, emotional distress and mental suffering.
958. Hancock intentionally failed to display at Francois' place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
959. Hancock provided wage statements to Francois during the course of his employment.
960. Francois worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
961. The wage statements Hancock provided to Francois did not state his overtime rate for hours worked in excess of 40 per week.
962. Paul located, provided and controlled housing for Francois in 2011.
963. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for Francois.
964. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock

employed, including Francois; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including Francois, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including Francois.

965. Hancock, and in the alternative Hancock and Paul, housed Francois at 108 Douglas Highway, Lamoine, Maine from approximately July 29, 2011 until February 22, 2012.
966. HSJ owned the trailer at 108 Douglas Highway, Lamoine, Maine in which Francois was housed at all times relevant to the claims made by Francois.
967. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 108 Douglas Highway, Lamoine, Maine at all times relevant to the claims made by Francois by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which utilities, services and necessary repairs would be provided for the workers who lived there.
968. HSJ, and in the alternative HSJ, Hancock and Paul, charged Francois or required Francois to pay \$30 per week in rent to live at 108 Douglas Highway, Lamoine, Maine.
969. During the 2011 – 2012 season, the real property at 108 Douglas Highway, Lamoine, Maine remained in substantially the same physical condition as the 2010 – 2011 season.
970. During the 2011 – 2012 season, Hancock, and in the alternative Hancock and Paul, housed Francois and approximately 40 or more other migrant agricultural workers in the trailer at 108 Douglas Highway, Lamoine, Maine in substantially the same overcrowded and degrading conditions as in the 2010 – 2011 season.

971. During the 2011 – 2012 season, Paul told the workers who lived at 108 Douglas Highway to stay inside the trailer as much as possible in order to prevent other residents of the community from seeing how many people Hancock and Paul crowded into the small trailer.
972. Francois sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the real property at 108 Douglas Highway, Lamoine, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
973. Francois learned from Harry Jones that Paul and Hancock had violated the terms of the working arrangement they had made with Francois by leasing the trailer at 108 Douglas Highway, Lamoine, Maine in Francois' name for the 2011 – 2012 season, when Mr. Jones confronted him about unpaid rent.
974. Francois had never met Harry Jones or anyone else representing the owner of the trailer, prior to Mr. Jones confronting him about the rent. Francois had been assigned to live at the trailer by Paul and Hancock and had been paying \$30 per week cash rent to an agent of Paul every Thursday evening.
975. Francois did not enter into a lease for the trailer at 108 Douglas Highway, Lamoine, Maine, nor had he authorized anyone to enter into a lease on his behalf.
976. Paul admitted to Francois that he had entered into the lease using Francois' name and without Francois' permission. Paul promised to comply with the terms of the lease.
977. Francois subsequently learned that Paul and Hancock had also violated the terms of the working arrangement which Hancock and Paul had made with Francois when Paul

- opened a utility account with Bangor Hydroelectric for 108 Douglas Highway, Lamoine, Maine, in Francois' name but without Francois' knowledge, permission or authorization.
978. Paul did not comply with the terms of the lease with HSJ, and did not pay the Bangor Hydroelectric utility bills on the account he opened in Francois' name.
979. Paul fired Francois on February 21, 2012 because Francois attempted to discuss the unauthorized lease and utility account with Paul.
980. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he fired Francois.
981. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul to fire Francois; knowingly or negligently permitted Paul to act with Hancock's apparent authority in firing Francois, and/or ratified Paul's housing activities by allowing Francois' employment to remain terminated and failing to re-hire him.
982. Francois sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, termination of his employment including humiliation, inconvenience, and emotional distress and mental suffering.
983. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not obtain a certification that the real property located at 108 Douglas Highway, Lamoine, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Francois.
984. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not post such certification of occupancy at the real property at 108 Douglas Highway, Lamoine, Maine.
985. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 108 Douglas Highway, Lamoine, Maine, or

present to Francois a statement showing the terms and conditions of occupancy of those premises.

986. Hancock, and in the alternative Hancock and Paul, transported Francois, or caused Francois to be transported, to and from work in a van during the 2011 – 2012 season.
987. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported Francois, or caused Francois to be transported, to and from work in 2011.
988. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers employed by Hancock, including Francois; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting, or causing the transportation of, migrant agricultural workers, including Francois, and/or ratified Paul's transportation activities with respect to Francois in 2011 by hiring and employing Francois and many other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work.
989. The van was severely overcrowded, because Hancock, and in the alternative Hancock and Paul, transported or caused the transportation of many more passengers than the van was designed to accommodate. Workers, including Francois, crouched or sat crowded together and on each other's laps.
990. Francois applied for work with Hancock in July 2012, but Hancock refused to hire him after learning that Francois had not had not come to Maine with Carol Paul.

Jean Robert Francois Claims

Count 93 – Jean Robert Francois vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

991. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including Francois, by recruiting and transporting migrant agricultural workers, including Francois, and by furnishing migrant agricultural workers, including Francois, as employees to Hancock, prior to and during the 2010 – 2011 Maine blueberry harvesting and processing season.
992. Additionally, Paul housed migrant agricultural workers, including Francois, during the 2010 – 2011 Maine blueberry harvesting and processing season.
993. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
994. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
995. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).
996. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
997. If Paul recruited, transported or housed Francois, or furnished Francois as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally

violated AWP, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Francois when Paul was not registered as an FLC and to transport and house Francois, when Paul was not authorized to do so.

998. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.

999. If Paul was not Hancock's employee, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting and furnishing Francois as an employee to Hancock when he was not registered as an FLC, and by transporting and housing Francois when he was not authorized to do so.

1000. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Francois for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 94 – Jean Robert Francois vs. Paul and Hancock, 2011 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1001. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including Francois, by recruiting and transporting migrant agricultural workers, including Francois, and by furnishing migrant agricultural workers, including Francois, as employees to Hancock, prior to and during the 2011 – 2012 Maine blueberry harvesting and processing season.

1002. Additionally, Paul housed migrant agricultural workers, including Francois, during the 2011 – 2012 Maine blueberry harvesting and processing season.

1003. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.

1004. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R.

§§500.48(d).

1005. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).
1006. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
1007. If Paul recruited, transported or housed Francois, or furnished Francois as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Francois when Paul was not registered as an FLC and to transport and house Francois, when Paul was not authorized to do so.
1008. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2011.
1009. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting and furnishing Francois as an employee to Hancock when he was not registered as an FLC, and by transporting and housing Francois when he was not authorized to do so.
1010. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Francois for statutory damages up to \$500 for his violation of §1811(a) in 2011.

Count 95 – Jean Robert Francois vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

1011. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Francois at the time of recruitment for the 2010 season

that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

1012. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Francois at the time of recruitment for the 2010 season.

1013. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).

1014. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 96 – Jean Robert Francois vs. Paul and Hancock, 2011 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

1015. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Francois at the time of recruitment for the 2011 season that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

1016. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Francois at the time of recruitment for the 2011 season.

1017. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).

1018. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and

severally liable to Francois for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 97 – Jean Robert Francois vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

1019. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Francois concerning the terms, conditions, or existence of agricultural employment including, among other things, the wage rates to be paid and the period of employment, as set out in 29 U.S.C. §1821(f).
1020. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Francois by telling Francois that he would work in Hancock's processing facility during the "big season" instead of being required to provide driving services to Paul, Paul's family and other Hancock employees on-call and at any time.
1021. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Francois by telling Francois that he would have work for five days a week during the "little season" until April of 2011, and by failing to disclose to Francois that he would be required to provide driving services to Paul, Paul's family and other Hancock employees on-call and at any time.
1022. Francois sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Francois, including lost wages in the approximate amount of \$950, humiliation, inconvenience, emotional distress and mental suffering.
1023. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
1024. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and

severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 98 – Jean Robert Francois vs. Paul and Hancock, 2011 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

1025. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Francois concerning the terms, conditions, or existence of agricultural employment including, among other things, the wage rates to be paid and the period of employment, as set out in 29 U.S.C. §1821(f).
1026. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Francois by telling Francois that he would have work for 16 hours a day, seven days a week during the “big season” and for five days a week during the “little season” until April of 2012, and by failing to disclose to Francois that Paul would lease housing for migrant agricultural workers in Francois’ name or that Paul would obtain electric service in Francois’ name at that housing.
1027. Francois sustained actual damages as a result of Hancock’s, and in the alternative Hancock and Paul’s, provision of false or misleading information to Francois, including lost wages in the approximate amount of \$8,000, humiliation, inconvenience, emotional distress and mental suffering.
1028. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
1029. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 99 – Jean Robert Francois vs. Paul and Hancock, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangement

1030. AWPB prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Francois, as set out in 29 U.S.C. §1822(c).
1031. Francois re-alleges Paragraph 879.
1032. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Francois, without justification, by requiring him to provide driving services to Paul, Paul's family and other Hancock employees, sometimes without compensation during the "big season," and by providing less work than promised during the "little season."
1033. Francois sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement including lost wages in the approximate amount of \$950, humiliation, inconvenience, emotional distress and mental suffering.
1034. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).
1035. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 100 – Jean Robert Francois vs. Paul and Hancock, 2011 Season
29 U.S.C. §1822(c) – Violation of Working Arrangement

1036. AWPB prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the

alternative Hancock and Paul, made with Francois, as set out in 29 U.S.C. §1822(c).

1037. Francois re-alleges Paragraph 945.

1038. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Francois, without justification, by providing him with processing rather than driving work, less work than promised during the “big season” and “little season,” and by leasing housing and obtaining electric service in Francois’ name without Francois’ knowledge or authorization.

1039. Francois sustained actual damages as a result of Hancock’s, and in the alternative Hancock and Paul’s, violation of the working arrangement including lost wages in the approximate amount of \$8,000, humiliation, inconvenience, emotional distress and mental suffering.

1040. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).

1041. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 101 – Jean Robert Francois vs. Hancock, 2010 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

1042. AWPAs required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).

1043. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine during the entire time it employed

Francois from July 21, 2010 to March 19, 2011.

1044. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g) during the 2010 season.

Count 102 – Jean Robert Francois vs. Hancock, 2011 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

1045. AWPAs required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).
1046. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine during the entire time it employed Francois from July 29, 2011 to February 22, 2012.
1047. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g) during the 2011 season.

Count 103 – Jean Robert Francois vs. Hancock, 2010 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

1048. AWPAs required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).
1049. During the 2010 season, Francois worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly

rate.

1050. Hancock intentionally failed to provide Francois with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2010 season.

1051. During the 2010 season, Hancock failed to make, keep or preserve records of the hours Francois worked providing “on-call” driving services at the direction of Paul and Hancock, or provide to Francois an itemized written statement of this information.

1052. Hancock intentionally failed to provide Francois with wage statements that stated his hours worked providing “on-call” driving services during the 2010 season.

1053. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2010 season.

Count 104 – Jean Robert Francois vs. Hancock, 2011 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

1054. AWPAs required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).

1055. During the 2011 season, Francois worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.

1056. Hancock intentionally failed to provide Francois with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2011 season.

1057. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages

up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2011 season.

Count 105 – Jean Robert Francois vs. Hancock, 2010 Season
29 U.S.C. §1822(a) – Failure to Pay Wages When Due

1058. Hancock and Paul employed Francois from late July 2010 to early September 2010 to work as an “on-call” driver for Hancock’s employees, Paul, and Paul’s family members.
1059. Francois spent approximately 126 hours per week during the “big season” actively “on-call” and driving Hancock’s employees, Paul, and Paul’s family members at the request and direction of Hancock and Paul.
1060. The time Francois spent actively “on-call” and driving at the request and direction of Hancock and Paul is compensable time under Maine and federal law.
1061. Hancock intentionally did not pay Francois for all of his hours worked.
1062. Paul was acting as Hancock’s employee or in the alternative as an FLC and Hancock’s agent when he employed Francois to work as an “on-call” driver.
1063. If Paul was not acting as Hancock’s employee, Hancock expressly authorized, knowingly or negligently permitted and/or ratified Paul’s conduct by allowing Paul to assign Francois driving work during and after his scheduled workday at Hancock’s processing facility and utilizing these services for its blueberry processing facility.
1064. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(a) in failing to pay Francois for hours worked as an “on-call” driver.

Count 106 – Jean Robert Francois vs. Hancock, 2010 Season
26 M.R.S. §626 – Failure to Pay Wages Earned

1065. Hancock owes Francois approximately \$5,000 wages earned from late July 2010 to early September 2010, due to its failure to compensate him for all the hours he worked

providing “on-call” driving services.

1066. Francois makes demand for those wages and Coastal is liable to Francois for \$5,000 in unpaid wages, plus twice that amount as liquidated damages, costs and attorneys’ fees pursuant to 26 M.R.S.A. §626.

Count 107 – Jean Robert Francois vs. Paul, Hancock and HSJ, 2010 Season
29 U.S.C. §1823(a) – Housing Violation

1067. AWPAs requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive Federal and State safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).
1068. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, used the real property located at 108 Douglas Highway, Lamoine, Maine as housing for Francois from approximately July 21, 2010 to March 19, 2011.
1069. HSJ owned the real property located at 108 Douglas Highway, Lamoine, Maine at all times relevant to Francois’ claims.
1070. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 108 Douglas Highway, Lamoine, Maine at all times relevant to Francois’ claims by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which utilities, services and necessary repairs would be provided for the workers who lived there.
1071. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to ensure that the real property located at 108 Douglas Highway, Lamoine, Maine complied with applicable Federal and State safety and health standards.
- a) During Francois’ occupancy no beds were provided; Francois had to sleep in a

sleeping bag he purchased himself, in violation of 20 C.F.R. §654.416(a) and (b) and 29 C.F.R. §1910.142(b)(3);

- b) The trailer was badly overcrowded: Francois had to sleep in the living room, leaning up against the wall because he and other workers had no room to lay down; the migrant agricultural workers and their sleeping materials were spaced very close together, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);
- c) Francois' sleeping area had insufficient ventilation, in violation of 20 C.F.R. §654.407(h) and 29 C.F.R. §1910.142(b)(7);
- d) There were no facilities for storage of personal items in violation of 20 C.F.R. §654.407(f) and 29 C.F.R. §1910.142(b)(3);
- e) There was just one toilet, which did not function properly, in violation of 20 C.F.R. §654.411(b) and 29 C.F.R. §1910.142(d)(5);
- f) No toilet paper was provided in violation 20 C.F.R. §654.411(e) and 29 C.F.R. §1910.142(d)(9);
- g) There was insufficient hot water for bathing, in violation of 20 C.F.R. §654.412(a) and 29 C.F.R. §1910.142(f)(3);
- h) The water quality was poor, in violation of 20 C.F.R. §654.405(a) and 29 C.F.R. §1910.142(c)(1);
- i) The electrical service failed frequently, in violation of 20 C.F.R. §654.410(a) and 29 C.F.R. §1910.142(g);
- j) There was only one stove and one refrigerator for all the workers in the trailer, in violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.142(b)(10);

- k) The kitchen had no furniture for workers to eat their meals, in violation of 20 C.F.R. §654.413;
 - l) Workers slept on the kitchen floor, due to overcrowding, in violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.143(i)(2), and
 - m) The trailer lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d), 20 C.F.R. §654.417(g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R. §1910.142(k).
1072. Francois sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.
1073. Pursuant to 29 U.S.C. §1854(c)(1), HSJ and Hancock are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) during the 2010 season.
1074. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) during the 2010 season.

Count 108 – Jean Robert Francois vs. Paul, Hancock and HSJ, 2011 Season
29 U.S.C. §1823(a) – Housing Violation

1075. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, used the real property located at 108 Douglas Highway, Lamoine, Maine as housing for Francois from approximately July 29, 2011 until February 22, 2012.
1076. During the 2011 – 2012 season, the real property at 108 Douglas Highway, Lamoine, Maine remained in substantially the same physical condition as the 2010 – 2011 season.

1077. During the 2011 – 2012 season, HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, housed Francois and approximately 40 or more other migrant agricultural workers in the trailer at 108 Douglas Highway, Lamoine, Maine in substantially the same overcrowded and degrading conditions as in the 2010 – 2011 season.
1078. Francois sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.
1079. Pursuant to 29 U.S.C. §1854(c)(1), HSJ and Hancock are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) during the 2011 season.
1080. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) during the 2011 season.

Count 109 – Jean Robert Francois vs. Paul, Hancock and HSJ, 2010 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

1081. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).
1082. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 108 Douglas Highway, Lamoine, Maine complied with applicable safety and health standards prior to its occupancy by Francois for the 2010 season.

1083. Pursuant to 29 U.S.C. §1854(c)(1) HSJ and Hancock are jointly and severally liable to Francois for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) during the 2010 season.

1084. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) during the 2010 season.

Count 110 – Jean Robert Francois vs. Paul, Hancock and HSJ, 2011 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

1085. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).

1086. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 108 Douglas Highway, Lamoine, Maine complied with applicable safety and health standards prior to its occupancy by Francois for the 2011 season.

1087. Pursuant to 29 U.S.C. §1854(c)(1) HSJ and Hancock are jointly and severally liable to Francois for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) during the 2011 season.

1088. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) during the 2011 season.

Count 111 – Jean Robert Francois vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

1089. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
1090. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 108 Douglas Highway, Lamoine, Maine, or present to Francois, a statement showing the terms and conditions of occupancy of the premises for the 2010 season.
1091. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c) during the 2010 season.
1092. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c) during the 2010 season.

Count 112 – Jean Robert Francois vs. Paul and Hancock, 2011 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

1093. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
1094. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 108 Douglas Highway, Lamoine, Maine, or present to Francois, a statement showing the terms and conditions of occupancy of the premises for the 2011 season.
1095. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages

up to \$500 for its violations of 29 U.S.C. §1821(c) during the 2011 season.

1096. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c) during the 2011 season.

Count 113 – Jean Robert Francois vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

1097. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).
1098. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§500.102(c), 500.102(d), 500.105(b)(3)(vi)(D) and 500.104(l).
1099. The standards prescribed by the Secretary of Labor require a vehicle to be insured, as set out in 29 C.F.R. §500.120.
1100. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Francois from New Jersey to Maine in 2010 conformed to the applicable standards. The bus was overcrowded; workers, including Francois, squeezed three at a time into two-person seats with some sitting in the center aisle.
1101. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the van used to transport Francois to and from work conformed to the applicable standards during the 2010 season. The van was overcrowded and did not have a seat for Francois when he was a passenger and other passengers.

1102. Hancock's, and in the alternative Hancock and Paul's, use of two vehicles to transport or cause the transportation of Francois were separate transactions.
1103. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for each of its violations of 29 U.S.C. §1841(b)(1)(A) during the 2010 season.
1104. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1841(b)(1)(A) during the 2010 season.

Count 114 – Jean Robert Francois vs. Paul and Hancock, 2011 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

1105. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).
1106. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§500.102(c), 500.102(d), 500.105(b)(3)(vi)(D) and 500.104(l).
1107. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Francois from New Jersey to Maine in 2011 conformed to the applicable standards. The bus was overcrowded; workers, including Francois, squeezed three at a time into two-person seats with some sitting in the center aisle.
1108. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the van used to transport Francois to and from work conformed to the applicable standards during the 2011 season. The van was overcrowded and did not have a seat for Francois

and other passengers.

1109. Hancock's, and in the alternative Hancock and Paul's, use of two vehicles to transport or cause the transportation of Francois were separate transactions.

1110. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for each of its violations of 29 U.S.C. §1841(b)(1)(A) during the 2011 season.

1111. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1841(b)(1)(A) during the 2011 season.

Count 115 – Jean Robert Francois vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

1112. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.

1113. Upon information and belief Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Francois from New Jersey to Maine was insured.

1114. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).

1115. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

Count 116 – Jean Robert Francois v. Hancock and Paul, 2011 Season
29 U.S.C. §1855 – Discrimination

1116. AWPAs prohibits any person from intimidating, threatening, restraining, coercing, blacklisting, discharging or in any manner discriminating against any migrant agricultural worker because of that worker's exercise, with just cause, of any right or protection afforded by this chapter, as set out in 29 U.S.C. §1855(a).
1117. Francois re-alleges Paragraph 945.
1118. Employment at Hancock without unauthorized use of his name to lease housing and obtain electric service was part of the working arrangement that Hancock and Paul had made with Francois.
1119. When Francois learned that the working arrangement had been violated, he had a right protected by 29 U.S.C. §1855 to inquire about what had happened in order to exercise and protect his rights under AWPAs.
1120. Paul intentionally discharged Francois in retaliation for Francois' exercise of his rights under AWPAs in violation of 29 U.S.C. §1855.
1121. In discharging Francois, Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent.
1122. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's discharge of Francois, knowingly or negligently permitted Paul to act with Hancock's apparent authority in discharging Francois and/or ratified Paul's discharge of Francois by allowing Francois' discharge to stand and by failing to re-hire or re-employ Francois.
1123. Francois sustained actual damages as a result of Hancock's retaliatory discharge, including lost wages, humiliation, inconvenience, emotional distress and mental suffering.

1124. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500, or for actual damages, for its violations of 29 U.S.C. §1855(a).

1125. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Francois for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1855(a).

Count 117 – Jean Robert Francois v. Hancock, 2012 Season
29 U.S.C. §1855 – Discrimination

1126. AWPAs prohibits any person from intimidating, threatening, restraining, coercing, blacklisting, discharging or in any manner discriminating against any migrant agricultural worker because of that worker's exercise, with just cause, of any right or protection afforded by this chapter, as set out in 29 U.S.C. §1855(a).

1127. Francois re-alleges Paragraph 945.

1128. Employment at Hancock without unauthorized use of his name to lease housing and obtain electric service was part of the working arrangement which Hancock and Paul had made with Francois.

1129. When Francois learned that the working arrangement had been violated, he had a right protected by 29 U.S.C. §1855 to inquire about what had happened in order to exercise and protect his rights under AWPAs.

1130. Paul discharged Francois in retaliation for Francois' exercise of his rights under AWPAs in violation of 29 U.S.C. §1855.

1131. When Francois applied for employment with Hancock for the 2012 season, Hancock restrained, blacklisted and otherwise discriminated against Francois by carrying forward and re-engaging in the discrimination committed against Francois in 2011 by refusing to hire him in 2012.

1132. Francois sustained actual damages as a result of Hancock's retaliatory discharge, including lost wages in the approximate amount of \$4,000, humiliation, inconvenience, emotional distress and mental suffering.

1133. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Francois for statutory damages up to \$500, or for actual damages, for its violations of 29 U.S.C. §1855(a).

*Facts Relevant to Claims Asserted By Plaintiff Ifocoeur Loudor
2013 Season*

1134. At no time relevant to the claims asserted by Loudor was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport migrant agricultural workers, including Loudor.

1135. Paul engaged in recruiting during the New Jersey blueberry harvest in July of 2013 and specifically recruited Loudor to work at Hancock during the 2013 Maine blueberry harvesting and processing season as a forklift driver at Hancock's processing facility. At the time, Loudor was working with another crew leader in a labor camp near Paul's labor camp in New Jersey.

1136. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Loudor to work at Hancock in 2013.

1137. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Loudor, and/or knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Loudor.

1138. Paul told Loudor he had work for Loudor in blueberries in Maine and said the work would be in the packing house, the term Paul used to refer to Hancock's processing

facility in Hancock, Maine.

1139. Paul promised Loudor work driving a forklift at the packing house. Paul told Loudor he would work 13 hours a day, 7 days per week, for 6 weeks, and would earn between \$700 and \$800 per week.

1140. Paul also told Loudor he would provide housing while Loudor worked at the packing house.

1141. Paul provided this information to Loudor knowing that it was false or misleading.

1142. By offering Loudor employment driving a forklift for 13 hours a day, seven days a week for six weeks, sufficient to earn at least \$700 to \$800 a week, with housing provided Hancock, and in the alternative Hancock and Paul, made a working arrangement with Loudor to provide employment driving a forklift for 13 hours a day, 7 days per week for six weeks sufficient to earn at least \$700 to \$800 per week and with housing provided.

1143. Hancock, and in the alternative Hancock and Paul, did not provide Loudor, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.

1144. At the time he recruited Loudor to work for Hancock, Paul also hired Loudor to transport 13 other workers from New Jersey to Maine to work for Hancock. Loudor owned a van and Paul told Loudor he would pay for gas and a per passenger fee of \$120. Paul specified the day Loudor was to report to his labor camp to pick up the workers and start the trip to Maine.

1145. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent

when he recruited, hired and employed Loudor to transport workers to work at Hancock in 2013.

1146. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's activities in recruiting, hiring and employing Loudor; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting, hiring and employing Loudor and/or ratified Paul's recruitment, hiring and employing Loudor to transport workers to Maine by accepting the benefits of Paul's actions by hiring and employing many of the workers transported by Loudor.
1147. Loudor reported as instructed by Paul. Paul gave him \$300 gas money and identified 13 workers he wanted Loudor to take to Maine.
1148. Loudor took the passengers to Maine in one day, spending \$450 in total on gas and tolls.
1149. Loudor arrived in Maine a few days before Paul arrived with many other workers.
1150. Paul and Hancock never paid Loudor the per passenger fee for transporting the 13 passengers to Maine nor the additional \$150 Loudor spent on gas.
1151. Loudor waited a few weeks in Maine, hoping Paul and Hancock would provide the promised work and housing.
1152. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Loudor by failing to provide Loudor with any employment at all and by failing to provide Loudor with housing.
1153. Loudor suffered actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Loudor and their violation of the working arrangement they had made with Loudor, including lost wages, housing expenses, humiliation, inconvenience, emotional distress and mental suffering.

Ifocoeur Loudor Claims

Count 118 – Ifocoeur Loudor vs. Paul and Hancock, 2013 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1154. Paul engaged in a farm labor contracting activity with respect to migrant agricultural workers, including Loudor, by recruiting migrant agricultural workers, including Loudor, prior to the 2010 – 2011 Maine blueberry harvesting and processing season.
1155. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
1156. Hancock is an agricultural employer, and if Paul performed a farm labor contracting activity as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
1157. If Paul recruited Loudor as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Loudor when Paul was not registered as an FLC.
1158. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Loudor for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.
1159. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting Loudor when he was not registered as an FLC.
1160. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Loudor for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 119 – Ifocoeur Loudor vs. Paul and Hancock, 2013 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

1161. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written

disclosure in Haitian Creole to Loudior at the time of recruitment for the 2013 season, that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

1162. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Loudior at the time of recruitment for the 2013 season.

1163. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Loudior for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).

1164. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Loudior for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 120 – Ifocoeur Loudior vs. Paul and Hancock, 2013 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information at Time of Recruitment

1165. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Loudior concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).

1166. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Loudior by telling Loudior he would work in Hancock's blueberry processing facility driving a forklift seven days a week, 13 hours per day, for six weeks and earn at least \$700 - \$800 a week, and that he would be provided with housing.

1167. Loudior sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Loudior, including lost wages in the approximate amount of \$6,000, housing expenses, humiliation, inconvenience, emotional distress and mental suffering.
1168. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Loudior for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
1169. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Loudior for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 121 – Ifocoeur Loudior vs. Paul and Hancock, 2013 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

1170. AWPA prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Loudior, as set out in 29 U.S.C. §1822(c).
1171. Loudior re-alleges Paragraph 1142.
1172. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Loudior by providing Loudior with no work and no housing.
1173. Loudior sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement with Loudior including lost wages in the approximate amount of \$6,000, housing expenses, humiliation, inconvenience, emotional distress and mental suffering.
1174. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Loudior for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).

1175. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Loudor for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 122 – Ifocoeur Loudor vs. Hancock, 2013 Season
26 M.R.S. §626 – Failure to Pay Wages Earned

1176. Loudor earned \$1,560 in wages when he transported workers from New Jersey to Maine for Hancock.

1177. Hancock failed to compensate Loudor for transporting these workers.

1178. Loudor demanded his unpaid wages, but Hancock failed to make timely payment as required by 26 M.R.S. §626.

1179. Hancock is liable to Loudor for \$1,560 in unpaid wages, trebled, for violation of 26 M.R.S. §626, plus attorneys' fees, costs and interest.

Count 123 – Ifocoeur Loudor vs. Paul and Hancock, 2013 Season
Breach of Contract

1180. Loudor re-alleges Paragraphs 1138 – 1139, 1142 and 1151 – 1152..

1181. Hancock's, and in the alternative Hancock and Paul's, promise of six weeks' employment driving a forklift seven days a week for 13 hours a day, sufficient to earn at least \$700 to \$800 a week, constituted an offer of a contract for six weeks' employment driving a forklift seven days a week for 13 hours a day, sufficient to earn at least \$700 to \$800 a week.

1182. Loudor's action in coming to Maine to work for Hancock constituted acceptance of Hancock's, and in the alternative Hancock and Paul's, offer of a contract for six weeks' employment driving a forklift seven days a week for 13 hours a day, sufficient to earn at least \$700 to \$800 a week.

1183. Hancock's, and in the alternative Hancock and Paul's, expectation of Loudor's labor constituted valuable consideration, and Loudor's expectation of the earnings offered constituted valuable consideration.
1184. Hancock, and in the alternative Hancock and Paul, and Loudor entered into an oral contract for six weeks' employment driving a forklift seven days a week for 13 hours a day, sufficient for Loudor to earn at least \$700 to \$800 a week.
1185. Hancock breached this contract by failing to provide Loudor with any employment.
1186. As a result of Hancock's breach of its contract with Loudor, Loudor was unable to work for Hancock and suffered the loss of all the money he would have earned had Hancock complied with the contract.
1187. Loudor is entitled to full compensatory, expectancy, consequential and/or reliance damages, including but not limited to damages for lost income, resulting from Hancock's breach of its contract with Loudor.

*Facts Relevant to Claims Asserted By Plaintiff Denis Princilus
2010 Season*

1188. At no time relevant to the claims asserted by Princilus was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Princilus.
1189. Paul, through his agent, Dorset, engaged in recruiting during the New Jersey blueberry harvest in July 2010 and specifically recruited Princilus to work in Maine during the 2010 Maine blueberry harvest and processing season.
1190. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he recruited Princilus to work at Coastal in 2010.
1191. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's

recruitment activities with respect to the migrant agricultural workers he recruited for employment at Coastal, including Princilus; knowingly or negligently permitted Paul to act with Coastal's apparent authority in recruiting migrant agricultural workers, including Princilus, and/or ratified Paul's recruitment activities with respect to Princilus in 2010 by hiring and employing Princilus and many other migrant agricultural workers whom Paul recruited and transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.

1192. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Princilus in 2010.
1193. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited for employment at Hancock, including Princilus, and/or knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Princilus.
1194. Princilus was working harvesting blueberries in New Jersey for a crew leader named Sorel when Paul sent his agent, known as Dorset, to recruit workers then working for Sorel to travel to Maine to work during the Maine blueberry harvesting and processing season.
1195. Paul, through his agent Dorset, told Princilus to "come up [to Maine] and as long as you have energy to work you'll make money", which Princilus understood to mean that he would earn a significant amount of money and impliedly at least as much as other workers at Coastal and Hancock earned on the average.
1196. Paul, through his agent Dorset, told Princilus he had two months of work for Princilus

raking blueberries and that he would be paid \$3 per box of blueberries. Paul, through his agent Dorset, also told Princilus that after the raking was done he would hire him to work in the packing house 'for as long as there is work.' Princilus intended to work until the beginning of the school year in September.

1197. Paul provided this information to Princilus knowing that it was false or misleading.

1198. Additionally, Paul did not disclose to Princilus that he would be required to pay rent for the housing in Maine or that he would be required to overfill his boxes.

1199. Paul failed to disclose this information to Princilus knowing that the lack of this information would be misleading to Princilus.

1200. By offering Princilus employment raking blueberries for two months at the rate of \$3 a box sufficient to earn at least as much as other workers at Coastal earned on the average and without being required to overfill his boxes or to pay rent, and given Princilus intention to return to Florida at the beginning of September, Coastal, and in the alternative Coastal and Paul, made a working arrangement with Princilus to provide work to Princilus through the month of August at the rate of \$3 a box sufficient to earn at least as much as other workers at Coastal earned on the average and without being required to overfill his boxes or to pay rent.

1201. By offering Princilus employment in the packing house sufficient to earn at least as much as other workers at Hancock earned on the average for as long as there was work, and given Princilus intention to return to Florida at the beginning of September, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Princilus to provide work to Princilus through the month of August sufficient to earn at least as much as other workers at Hancock earned on the average.

1202. After receiving recruitment information from Paul in July 2010, Princilus came to Maine on or around July 29, 2010 for the purpose of working for Coastal and Hancock.
1203. Coastal, and in the alternative Coastal and Paul, did not provide Princilus, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other benefits and the costs to be charged for each; and workers' compensation insurance.
1204. Hancock, and in the alternative Hancock and Paul, did not provide Princilus, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other benefits and the costs to be charged for each; and workers' compensation insurance.
1205. Paul furnished Princilus as an employee to Coastal and Coastal employed Princilus from July 30, 2010 to August 14, 2010.
1206. Paul was acting as Coastal's employee or in the alternative as an FLC and Coastal's agent when he furnished Princilus as an employee to Coastal.
1207. Coastal, and in the alternative Coastal and Paul, terminated Princilus and a number of other employees who worked raking blueberries on or around August 14, 2010.
1208. Coastal, and in the alternative Coastal and Paul, intentionally violated without justification the working arrangement they had made with Princilus by failing to provide Princilus with the amount of work promised at the time of recruitment, by failing to pay Princilus \$3 a box and by requiring Princilus to overfill his boxes, and as a result Princilus earned significantly less than he would have earned had Coastal provided the work promised in Paul's recruitment statements.
1209. Additionally, Coastal, and in the alternative Coastal and Paul, required Princilus to pay

rent for the housing they provided to Princilus, and as a result Princilus lost \$50 a week each week he lived in that housing.

1210. Princilus sustained additional actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, provision of false or misleading information to Princilus and their violation of the working arrangement they had made with Princilus, including humiliation, inconvenience, emotional distress and mental suffering.
1211. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Princilus by failing to provide Princilus with the amount of work promised at the time of recruitment, and as a result Princilus earned significantly less than he would have earned had Hancock provided the work promised in Paul's recruitment statements.
1212. Princilus sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Princilus and their violation of the working arrangement they had made with Princilus, including humiliation, inconvenience, emotional distress and mental suffering.
1213. Coastal, and in the alternative Coastal and Paul, intentionally failed to pay Princilus the wages he had earned by failing to pay Princilus \$3.00 per box of blueberries and by requiring Princilus to overfill the boxes of berries he raked.
1214. Princilus' job was harvesting blueberries with a tool known as a blueberry rake, filling boxes with harvested blueberries and performing certain ancillary tasks. Princilus was paid a piece rate per box of harvested blueberries.
1215. Coastal paid Princilus a piece rate of \$2.80 per box of blueberries harvested.
1216. Coastal, and in the alternative Coastal and Paul, required Princilus to fill his boxes of

- blueberries above the fill line, and poured the extra berries into other boxes.
1217. Coastal never paid Princilus for the berries he harvested that were poured into other boxes.
1218. The wage statements Coastal provided to Princilus did not indicate the basis on which wages are paid, i.e., the piece rate paid by Coastal to Princilus. Additionally, because Coastal required Princilus to overfill his boxes and did not pay Princilus for the excess blueberries, the wage statements Coastal provided to Princilus did not accurately reflect the number of boxes of blueberries which Princilus raked.
1219. The payroll and employment records kept by Coastal did not accurately reflect the number of boxes of blueberries which Princilus raked because Coastal required Princilus to overfill his boxes and did not pay Princilus for the excess blueberries.
1220. Coastal and Paul intentionally failed to provide sufficient cool drinking water, useable bathroom facilities and hand washing facilities to Princilus and the other workers in the blueberry fields.
1221. Coastal intentionally failed to display at Princilus' place of employment, in a conspicuous place, a poster in English or Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
1222. Paul located, provided and controlled the housing for Princilus in 2010.
1223. Paul was acting as Coastal's employee or in the alternative as an FLC and Coastal's agent when he located, provided and controlled housing for Princilus.
1224. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Coastal employed, including Princilus; knowingly or negligently permitted Paul to act with Coastal's

apparent authority in locating, providing and controlling housing for the migrant agricultural workers Coastal employed, including Princilus, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers Coastal by hiring and employing the migrant agricultural workers Paul housed, including Princilus.

1225. Coastal, and in the alternative Coastal and Paul, housed Princilus at 17 Laurel Street, Augusta, Maine, from approximately July 30, 2010 to August 14, 2010.
1226. The real property at 17 Laurel Street, Augusta, Maine consisted of a building with several living units.
1227. Coastal, and in the alternative Coastal and Paul, housed Princilus and 10 to 15 other migrant agricultural workers in the building Princilus occupied at 17 Laurel Street, Augusta, Maine.
1228. Coastal, and in the alternative Coastal and Paul, assigned Princilus to a small bedroom that was very crowded. Three workers were crammed into a small space.
1229. Seven or more workers slept on the floor in the living room the kitchen floor.
1230. The workers in Princilus' room slept on the floor, crammed close together, so that the workers had no floor space to walk on.
1231. Princilus and the other workers had no place to store personal items such as clothing.
1232. Coastal, and in the alternative Coastal and Paul, provided only one bathroom to the 10 to 15 workers who shared the living unit.
1233. The bathroom was dirty and lacked toilet paper.
1234. Workers were prohibited from using the stove and refrigerator, because the appliances were reserved for persons who cooked meals for sale to the workers and who were, upon

information and belief, agents of Coastal and Paul.

- 1235. Princilus could not walk to the bathroom without stepping over sleeping workers.
- 1236. The windows lacked screens and the living unit was very hot.
- 1237. There were no laundry facilities.
- 1238. The living unit had no first aid kit.
- 1239. Defendant RCR Properties, Pack IV LLC owned the real property at 17 Laurel Street, Augusta, Maine at all times relevant to the claims made by Princilus.
- 1240. Coastal, and in the alternative Coastal and Paul, controlled the real property located at 17 Laurel Street, Augusta, Maine by assigning migrant agricultural workers to live in the house, determining how many workers would live in the house and/or deciding the extent to which utilities, services and necessary repairs would be provided for the workers who lived there.
- 1241. RCR IV, and in the alternative RCR IV, Coastal and Paul, charged Princilus and the other workers \$50 per person week to live at 17 Laurel Street, Augusta, Maine.
- 1242. Upon information and belief, although he collected over \$500 per week from workers for rent, Paul paid RCR IV approximately \$200 per week rent.
- 1243. Princilus sustained actual damages as a result of RCR IV and Coastal's, and in the alternative RCR IV, Coastal and Paul's, failure to ensure that the real property at 17 Laurel Street, Augusta, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
- 1244. RCR IV and Coastal, and in the alternative RCR IV, Coastal and Paul, did not obtain a certification that the real property located at 17 Laurel Street, Augusta, Maine complied

with applicable safety and health standards prior to occupancy by migrant agricultural workers, including Princilus.

1245. RCR IV and Coastal, and in the alternative RCR IV, Coastal and Paul, did not post such certification of occupancy at the real property at 17 Laurel Street, Augusta, Maine.

1246. Coastal, and in the alternative Coastal and Paul, intentionally failed to post in a conspicuous place at the real property at 17 Laurel Street, Augusta, Maine, or provide a statement showing the terms and conditions of occupancy of those premises.

1247. Paul transported Princilus, or caused Princilus to be transported, to and from work every day in an old yellow school bus, from the time Princilus was hired on July 21, 2010 to August 12, 2010.

1248. Paul acted as Coastal's employee or in the alternative as an FLC and Coastal's agent when he transported Princilus, or caused Princilus to be transported, to and from work every day.

1249. If Paul was not acting as Coastal's employee, Coastal expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he transported to and from work with Coastal, including Princilus; knowingly or negligently permitted Paul to act with Coastal's apparent authority in transporting or causing the transportation of migrant agricultural workers, including Princilus, and/or ratified Paul's activities with respect to transportation by hiring and employing Princilus and other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work with Coastal.

1250. Upon information and belief, Coastal, and in the alternative Coastal and Paul, intentionally failed to insure the old yellow school bus used to transport Princilus to and

from work.

Denis Princilus Claims

Count 124 – Denis Princilus vs. Paul and Coastal, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1251. Paul engaged in farm labor contracting activity in Maine for Coastal with respect to migrant agricultural workers, including Princilus, by recruiting and transporting migrant agricultural workers, including Princilus, and by furnishing migrant agricultural workers, including Princilus, as employees to Coastal, prior to and during the 2010 Maine blueberry harvesting and processing season.
1252. Additionally, Paul housed migrant agricultural workers, including Princilus, during the 2010 Maine blueberry harvesting and processing season.
1253. Paul was an employee of Coastal and in the alternative acted as an FLC when he engaged in these activities.
1254. At all times relevant to Princilus' claims, Coastal was registered as an FLC with the USDOL, but at no time relevant to Princilus' claims was Coastal authorized by USDOL to drive, transport or house migrant agricultural workers.
1255. At no time after February 28, 2010 was Paul registered as an FLC or as an FLCE of Coastal as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40.
1256. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
1257. At no time after February 28, 2010 was Paul specifically authorized by USDOL to house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(f).

1258. In 2010 Coastal intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §500.41, when it employed Paul to recruit Princilus and furnish Princilus to Coastal as an employee when Paul was not registered as an FLC of Coastal and to transport and house Princilus when Paul was not registered as an FLC of Coastal or authorized to transport or house migrant agricultural workers.
1259. In 2010 Coastal intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §500.40, when, through Paul, Coastal transported and housed Princilus when Coastal was not authorized to transport and house migrant agricultural workers.
1260. In the alternative, in 2010 Coastal utilized Paul's services as an FLC to supply Coastal with migrant agricultural workers, including Princilus, and intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §§500.41 and 500.71, when it utilized Paul's services to recruit Princilus and furnish Princilus to Coastal as an employee when Paul was not registered as an FLC and to transport and house Princilus when Paul was not authorized to do so.
1261. In 2010, either as Coastal's employee or as an FLC, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.41 and 500.71, when he recruited Princilus and furnished Princilus to Coastal as an employee when he was not registered as an FLC and when he transported and housed Princilus when he was not authorized to do so..
1262. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(b) and is also liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1811(a).
1263. In the alternative, Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.

1264. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Princilus for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 125 – Denis Princilus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1265. Paul engaged in farm labor contracting activity for Hancock with respect to migrant agricultural workers, including Princilus, by recruiting and transporting migrant agricultural workers, including Princilus, prior to the 2010 Maine blueberry harvesting and processing season.
1266. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40.
1267. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
1268. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
1269. If Paul recruited and transported Princilus as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Princilus when Paul was not registered as an FLC and to transport Princilus when Paul was not authorized to do so.
1270. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.
1271. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40 and 500.48(d) by recruiting Princilus when Paul was

not registered as an FLC and by transporting Princilus and other migrant agricultural workers when he was not authorized to do so.

1272. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Princilus for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 126 – Denis Princilus vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(a) – Failure to Provide Written Disclosure at Time of Recruitment

1273. AWPAs required Coastal, and in the alternative Coastal and Paul, to provide written disclosure in English or Haitian Creole to Princilus at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit and costs to be charged for each of them, and information about state workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
1274. Coastal, and in the alternative Coastal and Paul, intentionally failed to provide any written disclosure to Princilus at the time of recruitment.
1275. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).
1276. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 127 – Denis Princilus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) – Failure to Provide Written Disclosure at Time of Recruitment

1277. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in English or Haitian Creole to Princilus at the time of recruitment that stated the place of employment; wage rates to be paid; period of employment; arrangements for

transportation, housing, and any other employee benefit and costs to be charged for each of them, and information about state workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

1278. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Princilus at the time of recruitment.
1279. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).
1280. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Princilus for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 128 – Denis Princilus vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

1281. AWPAs prohibited Coastal, and in the alternative Coastal and Paul, from knowingly providing false or misleading information to Princilus concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).
1282. Coastal, and in the alternative Coastal and Paul, knowingly provided false or misleading information to Princilus by telling Princilus that he would have work raking blueberries for two months at the rate of \$3 a box sufficient to earn at least as much as other workers at Coastal earned on the average and by failing to disclose to Princilus that he would be required to pay rent and overfill his boxes.
1283. Princilus sustained actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, provision of false or misleading information to Princilus, including lost wages in the approximate amount of \$1,000, unlawful rent payments, humiliation,

inconvenience, emotional distress and mental suffering.

1284. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).

1285. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 129 – Denis Princilus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

1286. AWPA prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information to Princilus concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).

1287. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Princilus by telling Princilus he would have work in the packing house for as long as there was work.

1288. Princilus sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Princilus including lost wages in the approximate amount of \$1,750, humiliation, inconvenience, emotional distress and mental suffering.

1289. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Princilus for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).

1290. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Princilus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 130 – Denis Princilus vs. Paul and Coastal, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

1291. AWPAs prohibited Coastal, and in the alternative Coastal and Paul, from violating without justification the terms of the working arrangement which Coastal, and in the alternative Coastal and Paul, made with Princilus, as set out in 29 U.S.C. §1822(c).
1292. Princilus re-alleges Paragraph 1200.
1293. Coastal, and in the alternative Coastal and Paul, intentionally violated the terms of its working arrangement with Princilus, without justification, by providing him with less work than promised, by failing to pay by paying him only \$2.80 per box, by requiring him to overfill the boxes of blueberries and failing to pay him for overfilled blueberries so that the piece rate Coastal paid was effectively lower than \$2.80 and by requiring him to pay rent.
1294. Princilus sustained actual damages as a result of Coastal's, and in the alternative Coastal and Paul's, violation of the working arrangement with Princilus including lost wages in the amount of \$1,000, unlawful rent payments, humiliation, inconvenience, emotional distress and mental suffering.
1295. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).
1296. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 131 – Denis Princilus vs. Paul and Coastal, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

1297. Regulations of the Occupational Safety and Health Administration (OSHA) required

Coastal to provide cool and potable drinking water, clean portable toilets and handwashing facilities to the migrant agricultural workers Coastal employed, including Princilus; 29 C.F.R. §§1928.110(c)(1) and (c)(2).

1298. Implicit in the working arrangement which Coastal, and in the alternative Coastal and Paul, made with Princilus was an agreement that Coastal, and in the alternative Coastal and Paul, would comply with all applicable employment laws and regulations.

1299. Coastal, and in the alternative Coastal and Paul, intentionally violated without justification the working arrangement with Princilus by failing to provide cool and potable drinking water, clean portable toilets and clean handwashing facilities to Princilus.

1300. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1822(c).

1301. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500 for their violation of 29 U.S.C. §1822(c).

Count 132 – Denis Princilus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

1302. AWPA prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement which Hancock, and in the alternative Hancock and Paul, made with Princilus, as set out in 29 U.S.C. §1822(c).

1303. Princilus re-alleges Paragraphs 1201.

1304. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of its working arrangement with Princilus, without justification, by providing him with less work than promised.

1305. Princilus sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement with Princilus including lost wages in the approximate amount of \$1,750, humiliation, inconvenience, emotional distress and mental suffering.

1306. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Princilus for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).

1307. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Princilus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 133 – Denis Princilus vs. Coastal, 2010 Season
29 U.S.C. §1822(a) - Failure to Pay Wages When Due

1308. AWPA required Coastal to pay Princilus all the wages owed to Princilus when those wages were due, as set out in 29 U.S.C. §1822(a).

1309. Coastal intentionally failed to pay Princilus the wages owed to him by failing to pay Princilus the \$3 per box which had been promised, and by requiring Princilus to overfill his boxes and failing to pay Princilus for overfilled blueberries.

1310. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(a).

Count 134 – Denis Princilus vs. Coastal, 2010 Season
26 M.R.S.A. §626 – Failure to Pay Wages Earned

1311. During the 2010 season Princilus was paid for a total of 252 boxes of blueberries. Princilus was required to overfill all or nearly all of these boxes.

1312. Upon information and belief, approximately 25% of the blueberries in each of these boxes exceeded the standard fill-level, which equals approximately 63 boxes of

blueberries for which Princilus was not paid.

1313. At \$3.00 a box, that equals \$189 in unpaid wages.

1314. Princilus was paid \$2.80 for each of the 252 boxes for which he was paid, which is 20¢ per box less than the promised piece rate of \$3.00 per box.

1315. That equals \$50.40 in unpaid wages.

1316. Coastal owes Princilus a total of \$239.40 in unpaid wages.

1317. Princilus makes demand for those wages and Coastal is liable to Princilus for \$239.40 in unpaid wages, plus twice that amount as liquidated damages, costs and attorneys' fees pursuant to 26 M.R.S.A. §626.

Count 135 – Denis Princilus vs. Coastal, 2010 Season
29 U.S.C. §1821(d)(1) -- Failure to Keep Records

1318. AWPA required Coastal, to make, keep, and preserve records for three years of the following information with respect to Princilus: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld and the net pay, as set out in 29 U.S.C. §§1821(d)(1).

1319. Because Coastal required Princilus to overfill his boxes and did not pay Princilus for the excess blueberries, the records kept by Coastal did not accurately reflect the number of boxes of blueberries which Princilus raked and Coastal intentionally violated AWPA by failing to keep records containing the information required by 29 U.S.C. §§1821(d)(1).

1320. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(1).

Count 136 – Denis Princilus vs. Coastal, 2010 Season
29 U.S.C. §1821(d)(2) -- Failure to Provide Complete Information on Wage Statement

1321. AWPAs required to provide to Princilus for each pay period an itemized written statement of the information specified in 29 U.S.C. §1821(d)(1), as set out in 29 U.S.C. §§1821(d)(2).
1322. The wage statements Coastal provided to Princilus did not indicate the basis on which wages are paid, i.e., the piece rate paid by Coastal to Princilus.
1323. Additionally because Coastal required Princilus to overfill his boxes and did not pay Princilus for the excess blueberries, the wage statements Coastal provided to Princilus did not accurately reflect the number of boxes of blueberries which Princilus raked.
1324. Coastal intentionally violated AWPAs by failing to provide Princilus with wage statements that stated the piece rate paid by Coastal and the number of boxes raked by Princilus.
1325. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2).

Count 137 – Denis Princilus vs. Coastal, 2010 Season
29 U.S.C. §§1821(b) and (g) – Failure to Post Information at Workplace

1326. AWPAs required Coastal to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs, in English or Haitian Creole, as set out in 29 U.S.C. §§1821(b) and (g).
1327. Coastal intentionally failed to display at Princilus' place of employment, in a conspicuous place, a poster in English or Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWPAs during the entire time it employed Princilus for the 2010 season.
1328. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g).

Count 138– Denis Princilus vs. Paul, Coastal and RCR IV, 2010 Season
29 U.S.C. §1823(a) – Housing Violation

1329. AWPAs requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).
1330. RCR IV and Coastal, and in the alternative RCR IV, Coastal and Paul, used the real property located at 17 Laurel Street, Augusta, Maine as housing for Princilus from approximately July 30, 2010 to August 14m, 2010.
1331. RCR IV owned the real property located at 17 Laurel Street, Augusta, Maine at all times relevant to Princilus’ claims
1332. Coastal, and in the alternative Coastal and Paul, controlled the real property located at 17 Laurel Street, Augusta, Maine at all times relevant to Princilus’ claims by assigning migrant agricultural workers to live in the house, determining how many workers would live in the house and/or deciding the extent to which kitchen facilities, utilities, services and necessary repairs would be provided for the workers who lived there.
1333. RCR IV and Coastal, and in the alternative RCR IV, Coastal and Paul, intentionally failed to ensure that the real property located at 17 Laurel Street, Augusta, Maine complied with applicable federal safety and health standards.
- a) Princilus had to sleep on the floor crowded next to other workers, in violation of 20 C.F.R. §654.416(a) and (b) and 29 C.F.R. §1910.142(b)(3);
 - b) The unit was badly overcrowded: there were 4 workers assigned a small room, in violation of 20 C.F.R. §654.407(c)(1), and 29 C.F.R. §1910.142(b)(2) and (3);
 - c) Workers had to sleep in the living area, which also served as the kitchen, in

violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.142(i)(2);

- d) The windows in the house could not be opened for ventilation because they lacked screens, in violation of 20 C.F.R. §654.407(h), 20 C.F.R. §654.408(a) and 29 C.F.R. §1910.142(b)(7) and (8);
- e) There were no facilities for storage of personal items in violation of 20 C.F.R. §654.407(f) and 29 C.F.R. §1910.142(b)(3);
- f) There were only one bathroom available to all the workers in the house, male and female, in violation of 20 C.F.R. §654.411(b) and (d), §654.412(b), 29 C.F.R. §1910.142(d)(4) and (5) and 29 C.F.R. §1910.142(f)(1);
- g) No toilet paper was provided in violation 20 C.F.R. §654.411(e) and 29 C.F.R. §1910.142(d)(9);
- h) The workers were forbidden to use the stove and refrigerator, in violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.142(b)(10), and
- i) The house lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d), 20 C.F.R. §654.417(g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R. §1910.142(k).

1334. Princilus sustained actual damages as a result of RCR IV and Coastal's, and in the alternative RCR IV, Coastal and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, and emotional distress and mental suffering.

1335. Pursuant to 29 U.S.C. §1854(c)(1), RCR IV and Coastal are jointly and severally liable to Princilus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in failing to ensure that the real property 17 Laurel Street, Augusta,

Maine used to house Princilus complied with applicable federal safety and health standards.

1336. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), RCR, Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in failing to ensure that the real property 17 Laurel Street, Augusta, Maine used to house Princilus complied with applicable federal safety and health standards.

Count 139 – Denis Princilus vs. Paul, Coastal and RCR, 2010 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

1337. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the real property at 17 Laurel Street, Augusta, Maine complied with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).
1338. RCR IV and Coastal, and in the alternative RCR IV, Coastal and Paul, intentionally failed to obtain and post a certification that the facility or real property at 17 Laurel Street, Augusta, Maine complied with applicable safety and health standards prior to its occupancy by Princilus.
1339. Pursuant to 29 U.S.C. §1854(c)(1) RCR IV and Coastal are jointly and severally liable to Princilus for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) in failing to obtain and post a certification of occupancy at 17 Laurel Street, Augusta, Maine.
1340. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), RCR, Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500 for their violation of 29

U.S.C. §1823(b)(1) in failing to obtain and post a certification of occupancy at 17 Laurel Street, Augusta, Maine.

Count 140 – Denis Princilus vs. Paul and Coastal, 2010 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

1341. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
1342. Coastal, and in the alternative Coastal and Paul, intentionally failed to post in a conspicuous place at the real property at 17 Laurel Street, Augusta, Maine, or provide to Princilus, a statement showing the terms and conditions of occupancy of the premises.
1343. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c).
1344. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c).

Count 141 – Denis Princilus vs. Paul and Coastal, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

1345. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.
1346. Upon information and belief Coastal, and in the alternative Coastal and Paul, intentionally failed to ensure that the bus which Coastal, and in the alternative Coastal

and Paul, used or caused to be used to transport Princilus to and from work was insured.

1347. Pursuant to 29 U.S.C. §1854(c)(1), Coastal is liable to Princilus for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).

1348. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Coastal and Paul are jointly and severally liable to Princilus for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

*Facts Relevant to Claims Asserted By Plaintiff Madeleine Saint Eulus
2010 Season*

1349. At no time relevant to the claims asserted by Saint Eulus was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including Saint Eulus.

1350. Paul maintained a business office in Belle Glade, Florida, which he used to recruit migrant agricultural workers to work in the Maine blueberry harvest.

1351. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited Saint Eulus to work at Hancock in 2010.

1352. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including Saint Eulus, and/or knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including Saint Eulus.

1353. In July of 2010, Paul specifically recruited Saint Eulus to work at Hancock during the 2010 Maine blueberry harvesting and processing season. Although she had worked in the corn harvest in Florida at the time Paul recruited her, Saint Eulus had no work and no prospects for work in Florida.

1354. Paul's agent instructed Saint Eulus to complete an application and return to Paul's office for an interview.
1355. The following day, Paul interviewed Saint Eulus and hired her to work at Hancock during the 2010 Maine blueberry harvesting and processing season.
1356. Paul told Saint Eulus she would have to pay \$250 for transportation to Maine, and she made this payment to him.
1357. Paul promised Saint Eulus work for the "big season" at Hancock's blueberry processing facility and told Saint Eulus the work in Maine would last two months work, that she would be paid every week and that there would be a place for her to live but she would have to pay \$30 a week for rent.
1358. Paul provided this information to Saint Eulus knowing that it was false or misleading.
1359. By offering Saint Eulus employment for two months with housing, Hancock, and in the alternative Hancock and Paul, made a working arrangement with Saint Eulus to provide employment for two months with housing.
1360. Hancock, and in the alternative Hancock and Paul, did not provide Saint Eulus, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance.
1361. After receiving this recruitment information from Paul in July 2010, Saint Eulus agreed to come to Maine and work for Hancock. Saint Eulus arranged for care for her children so that she could travel to Maine to work for Hancock for two months.
1362. The same day that Paul gave this recruitment information to Saint Eulus, Paul instructed

Saint Eulus to meet the bus the next day to for the trip to Maine.

1363. Saint Eulus met Paul and other migrant agricultural workers the following day, and boarded an old yellow school bus.
1364. Paul drove the bus and transported Saint Eulus and the other migrant agricultural workers from Belle Glade, Florida to Hancock, Maine over a period of three days.
1365. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he drove the bus and transported Saint Eulus, or caused Saint Eulus to be transported, to Maine in 2010.
1366. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's driving and transportation activities with respect to the migrant agricultural workers he recruited for work at Hancock, including Saint Eulus, and/or knowingly or negligently permitted Paul to act with Hancock's apparent authority in driving and transporting or causing the transportation of migrant agricultural workers, including Saint Eulus.
1367. Hancock acting through Paul, and in the alternative Hancock and Paul, transported Saint Eulus to Maine in the yellow bus. The bus was over-crowded; although Saint Eulus always had a seat, other workers sat in the aisle on buckets used to carry food and personal items, with pillows on top.
1368. Upon information and belief, Hancock, and in the alternative Hancock and Paul, intentionally failed to insure the bus used to transport Saint Eulus and the other migrant agricultural workers from Belle Glade, Florida to Hancock, Maine.
1369. The bus stopped every night so Paul could sleep. The workers slept on the bus. At around 3:00 or 4:00 in the morning, Paul would start driving again. During the day, Paul made a few shorter stops during which the workers used the bathroom and purchased

food and water.

1370. Upon their arrival in Maine, Paul handed Saint Eulus and the other migrant agricultural workers Hancock employment documents to complete.
1371. Sometime after Saint Eulus and the other migrant agricultural workers had completed the employment documents and turned them in, Paul threw Saint Eulus and other workers' completed documents into a trash can and said there was no work for Saint Eulus and other migrant agricultural workers who had paid \$250 and spent three days travelling over 1,700 miles in an old school bus.
1372. Hancock, and in the alternative Hancock and Paul, intentionally violated without justification the working arrangement they had made with Saint Eulus by failing to provide Saint Eulus with any employment at all and by failing to provide Saint Eulus with housing.
1373. Saint Eulus suffered actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information to Saint Eulus and their violation of the working arrangement they had made with Saint Eulus, including lost wages, humiliation, inconvenience, emotional distress and mental suffering.
1374. Paul and Hancock refused to provide the work and housing they had promised.
1375. Saint Eulus spent the next two months in Maine, hoping Paul and Hancock would provide the promised work and housing. Saint Eulus received emergency housing services through a nonprofit organization that assists low income and homeless people in Hancock County. Saint Eulus remained in Maine after the initial two months and was eventually able to find employment in Maine.

Madeleine Saint Eulus Claims

Count 142 – Madeleine Saint Eulus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1376. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including Saint Eulus, by recruiting and transporting migrant agricultural workers, including Saint Eulus, prior to and/or during the 2010 – 2011 Maine blueberry harvesting and processing season.
1377. Additionally, Paul drove migrant agricultural workers, including Saint Eulus, prior to and/or during the 2010 – 2011 Maine blueberry harvesting and processing season.
1378. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
1379. At no time after February 28, 2010 was Paul specifically authorized by USDOL to drive migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(e).
1380. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
1381. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
1382. If Paul recruited, drove or transported Saint Eulus as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply Saint Eulus when Paul was not registered as an FLC and to drive and transport Saint Eulus when Paul was not authorized

to do so.

1383. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Saint Eulus for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.

1384. If Paul was not Hancock's employee, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting Saint Eulus when he was not registered as an FLC, and by driving and transporting Saint Eulus when he was not authorized to do so.

1385. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to Saint Eulus for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 143 – Madeleine Saint Eulus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

1386. AWP required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to Saint Eulus at the time of recruitment for the 2010 season, that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

1387. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to Saint Eulus at the time of recruitment for the 2010 season.

1388. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Saint Eulus for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g).

1389. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Saint Eulus for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g).

Count 144 – Madeleine Saint Eulus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(f) – Knowingly Providing False or Misleading Information

1390. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from knowingly providing false or misleading information concerning the terms, conditions, or existence of agricultural employment related to the place of employment, wage rates to be paid, or period of employment, as set out in 29 U.S.C. §1821(f).
1391. Hancock, and in the alternative Hancock and Paul, knowingly provided false or misleading information to Saint Eulus by telling her she would be provided employment for two months at Hancock's blueberry processing facility and that she would be provided with housing..
1392. Saint Eulus sustained actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, provision of false or misleading information, including lost wages in the approximate amount of \$4,300, humiliation, inconvenience, emotional distress and mental suffering.
1393. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Saint Eulus for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1821(f).
1394. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Saint Eulus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1821(f).

Count 145 – Madeleine Saint Eulus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1822(c) – Violation of Working Arrangements

1395. AWPAs prohibited Hancock, and in the alternative Hancock and Paul, from violating without justification the terms of the working arrangement that Hancock, and in the alternative Hancock and Paul, made with Saint Eulus, as set out in 29 U.S.C. §1822(c).

1396. Saint Eulus re-alleges Paragraph 1359.
1397. Hancock, and in the alternative Hancock and Paul, intentionally violated the terms of this working arrangement with Saint Eulus, without justification, by providing her no work at all and with no housing.
1398. Saint Eulus sustained additional actual damages as a result of Hancock's, and in the alternative Hancock and Paul's, violation of the working arrangement with Saint Eulus including lost wages in the approximate amount of \$4,300, humiliation, inconvenience, emotional distress and mental suffering.
1399. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Saint Eulus for statutory damages up to \$500, or for actual damages, for its violation of 29 U.S.C. §1822(c).
1400. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Saint Eulus for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1822(c).

Count 146 – Madeleine Saint Eulus vs. Paul and Hancock, 2010 Season
Breach of Contract

1401. Saint Eulus re-alleges Paragraphs 1353 – 1357, 1359 and 1361.
1402. Hancock's, and in the alternative Hancock and Paul's, promise of two months' employment constituted an offer of a contract for two months of employment.
1403. Saint Eulus' agreement to come to work in Maine, her payment of \$250 to Paul for transportation to Maine and her action in actually coming to Maine constituted acceptance of Hancock's, and in the alternative Hancock and Paul's, offer of a contract for two months of employment.
1404. Hancock's, and in the alternative Hancock and Paul's, expectation of Saint Eulus' labor constituted valuable consideration, and Saint Eulus' expectation of the earnings offered

constituted valuable consideration.

1405. Hancock, and in the alternative Hancock and Paul, and Saint Eulus entered into an oral contract for two months employment of Saint Eulus by Hancock.

1406. Hancock breached this contract by failing to provide Saint Eulus with any employment.

1407. As a result of Hancock's breach of its contract with Saint Eulus, Saint Eulus was unable to work for Hancock and suffered the loss of all the money she would have earned had Hancock complied with the contract.

1408. Saint Eulus is entitled to full compensatory, expectancy, consequential and/or reliance damages, including but not limited to damages for lost income, resulting from Hancock's breach of its contract with Saint Eulus.

Count 147 – Madeleine Saint Eulus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violation

1409. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).

1410. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§500.102(c), 500.102(d), 500.105(b)(3)(vi)(D) and 500.104(l).

1411. The standards prescribed by the Secretary of Labor require a vehicle to be insured, as set out in 29 C.F.R. §500.120.

1412. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Saint Eulus from Florida to Maine conformed to the applicable standards

during the 2010 season.

1413. The bus was overcrowded and some workers sat in the center aisle.

1414. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Saint Eulus for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(A).

1415. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Saint Eulus for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(A).

Count 148 – Madeleine Saint Eulus vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

1416. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.

1417. Upon information and belief Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport Saint Eulus from Florida to Maine was insured.

1418. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to Saint Eulus for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).

1419. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to Saint Eulus for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

*Facts Relevant to Claims Asserted By Plaintiff Emile St. Louis
2010 and 2011 Seasons*

1420. At no time relevant to the claims asserted by St. Louis was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including St. Louis.
1421. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2010 and in July 2011 and, while St. Louis worked on Paul's crew in New Jersey, specifically recruited St. Louis to work at Hancock during the 2010 and 2011 Maine blueberry harvesting and processing seasons.
1422. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited St. Louis to work at Hancock for the 2010 and 2011 seasons.
1423. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including St. Louis, and/or ratified Paul's recruitment activities with respect to St. Louis for the 2010 and 2011 seasons, by hiring and employing St. Louis and many other migrant agricultural workers whom Paul recruited and transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
1424. Paul knew that St. Louis, like many migrant farmworkers, were unlikely to find work other than the work in Maine for which Paul recruited them.
1425. Each July in 2010 and 2011, Paul promised St. Louis work at Hancock during the "big season" which included work in Hancock's blueberry processing facility seven days a week in August and September of each year, including pay at the overtime rate for hours

in excess of 40 per week.

1426. Hancock, and in the alternative Hancock and Paul, did not provide St. Louis, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance for the 2010 or 2011 seasons.
1427. After receiving this recruitment information from Paul in July 2010 and July 2011, St. Louis agreed to come to Maine and work for Hancock.
1428. Paul transported St. Louis, or caused St. Louis to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July of 2010 and late July of 2011.
1429. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported St. Louis, or caused St. Louis to be transported, to Maine in 2010 and 2011.
1430. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited to work at Hancock, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including St. Louis, and/or ratified Paul's activities with respect to transportation by hiring and employing St. Louis and many other migrant agricultural workers whom Paul recruited and transported, or caused to be transported, from New Jersey to work in Maine in 2010 and 2011.
1431. Hancock acting through Paul, and in the alternative Hancock and Paul, transported St. Louis, or caused St. Louis to be transported, from New Jersey to Maine in an old yellow

school bus in late July of 2010 and late July of 2011. Each of those years, the bus was severely overcrowded, and workers, including St. Louis, had to sit three or more to a seat. Other workers had to in the center aisle on overturned buckets.

1432. Upon information and belief, Hancock, and in the alternative Hancock and Paul, intentionally failed to insure the old yellow school bus used to transport St. Louis from New Jersey to Maine in 2010.
1433. Paul furnished St. Louis as an employee to Hancock and Hancock hired St. Louis to work in its blueberry processing facility on July 21, 2010 and employed him until Hancock terminated his employment on or around September 4, 2010.
1434. Paul furnished St. Louis as an employee to Hancock and Hancock hired St. Louis to work in its blueberry processing facility on July 29, 2011 and employed him until Hancock terminated his employment on or around September 19, 2011.
1435. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished St. Louis as an employee to Hancock.
1436. In 2010 and 2011 Hancock intentionally failed to display at St. Louis' place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWWPA.
1437. Hancock provided wage statements to St. Louis during the course of his employment.
1438. St. Louis worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
1439. In 2010 and 2011, the wage statements Hancock provided to St. Louis did not state his overtime rate for hours worked in excess of 40 per week.

1440. Paul located, provided and controlled housing for St. Louis in 2010 and 2011.
1441. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for St. Louis in 2010 and 2011.
1442. If Paul was not acting as Hancock's employee when he provided housing in 2010 and 2011, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock employed, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including St. Louis, and/or ratified Paul's housing activities by accepting the benefits of the housing Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including St. Louis.
1443. Hancock, and in the alternative Hancock and Paul, housed St. Louis at 108 Douglass Highway, Lamoine, Maine from approximately July 21, 2010 to September 4, 2010, and again from approximately July 29, 2011 to September 19, 2011. The real property at 108 Douglass Highway, Lamoine, Maine consisted of a consisted of a two bedroom trailer intended to accommodate no more than 6 people.
1444. Hancock, and in the alternative Hancock and Paul, housed St. Louis and approximately 60 other migrant agricultural workers in the trailer at 108 Douglass Highway, Lamoine, Maine.
1445. The trailer was extremely crowded and uncomfortable for St. Louis and the other workers who lived there in both 2010 and 2011. Each year, approximately 60 workers stayed in the trailer. At night, approximately 30 day-shift workers would sleep in the trailer, and during the day approximately 30 night-shift workers would sleep in the same areas.

1446. No beds were provided; the workers slept on whatever they could find. Both years, St. Louis slept on a sheet of brown packing paper that he placed on the dirty floor, with two sheets that he supplied himself.
1447. Because the trailer was crowded both years, workers had to sleep in the living room, kitchen and hallways.
1448. St. Louis slept in the living room area in 2010 and 2011. That area was so crowded he had difficulty finding space to lie down on the floor.
1449. St. Louis and the other workers had no place to store personal items such as clothing in 2010 and 2011. St. Louis kept his possessions in a bag at the head and foot of the paper he slept on.
1450. The trailer had inadequate ventilation given the number of people sleeping there in both 2010 and 2011. The windows did not have screens and mosquitos and other insects would bite the workers if they opened the windows.
1451. Hancock and Paul provided only one bathroom for the many workers who lived in the trailer at 108 Douglas Highway, Lamoine.
1452. Men and women used the same bathroom in both 2010 and 2011.
1453. Each year, St. Louis had to wait in a long line to use the bathroom. Sometimes multiple workers used the shower, sink and toilet at the same time. No toilet paper was supplied.
1454. The bathroom did not have enough hot water for each worker to shower. Only a few had a warm shower any given day in 2010 and 2011.
1455. Both years, there was just one stove and one refrigerator for all the workers to share.
1456. Mosquitoes and other insects infested the trailer in 2010 and 2011. When sleeping, workers were bitten by insects that could have been fleas or bedbugs.

1457. Both years, the only laundry facility was a line strung up in the yard.
1458. The trailer had no first aid kit in either in 2010 or 2011.
1459. HSJ owned 108 Douglass Highway, Lamoine, Maine at all times relevant to the claims made by St. Louis.
1460. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 108 Douglass Highway, Lamoine, Maine at all times relevant to the claims made by St. Louis by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which bathroom, kitchen and living facilities would be provided for the workers who lived there.
1461. HSJ, and in the alternative HSJ, Hancock and Paul, charged St. Louis or required St. Louis to pay \$30 per week in rent to live at 108 Douglass Highway, Lamoine, Maine.
1462. St. Louis sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the real property at 108 Douglass Highway, Lamoine, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
1463. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not obtain a certification that the real property located at 108 Douglass Highway, Lamoine, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including St. Louis in 2010 or 2011.
1464. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, did not post such certification of occupancy at the real property at 108 Douglass Highway, Lamoine, Maine in 2010 or 2011.

1465. Hancock, and in the alternative Hancock and Paul, did not post in a conspicuous place at the real property at 108 Douglass Highway, Lamoine, Maine, or present to St. Louis a statement showing the terms and conditions of occupancy of those premises in 2010 or 2011.
1466. Paul transported St. Louis, or caused St. Louis to be transported, to and from work each day that St. Louis worked for Hancock in 2010 and 2011.
1467. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported St. Louis, or caused St. Louis to be transported, to and from work in 2010 and 2011.
1468. If Paul was not acting as Hancock's employee when he transported St. Louis to and from work in 2010 and 2011, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers employed by Hancock, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting migrant agricultural workers, including St. Louis, and/or ratified Paul's transportation activities with respect to St. Louis in 2010 and 2011 by hiring and employing St. Louis and many other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work.
1469. Hancock acting through Paul, and in the alternative Hancock and Paul, transported St. Louis, or caused St. Louis to be transported, to and from work in 2010 and 2011 in a van. Every year, the van was overcrowded, because Hancock, and in the alternative Hancock and Paul, transported more passengers than the van was designed to accommodate. Workers, including St. Louis, sat crowded together and on each other's laps.

*Facts Relevant to Claims Asserted By Plaintiff Emile St. Louis
2012 Season*

1470. At no time relevant to the claims asserted by St. Louis was Paul registered as an FLC or FLCE with USDOL, nor was he authorized by USDOL to transport or house migrant agricultural workers, including St. Louis.
1471. Paul engaged in recruiting during the New Jersey blueberry harvest in July 2012 and, while St. Louis worked on Paul's crew in New Jersey, specifically recruited St. Louis to work at Hancock during the 2012 Maine blueberry harvesting and processing season.
1472. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he recruited St. Louis to work at Hancock for the 2012 season.
1473. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's recruitment activities with respect to the migrant agricultural workers he recruited to work at Hancock, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in recruiting migrant agricultural workers, including St. Louis, and/or ratified Paul's recruitment activities with respect to St. Louis for the 2012 season, by hiring and employing St. Louis and many other migrant agricultural workers whom Paul recruited and transported from the New Jersey blueberry harvest to work in Maine from at least July 2002 through at least April 2014.
1474. Paul knew that St. Louis, like many migrant farmworkers, were unlikely to find work other than the work in Maine for which Paul recruited them.
1475. Each July in 2012, Paul promised St. Louis work at Hancock during the "big season" which included work in Hancock's blueberry processing facility seven days a week in August and September of each year, including pay at the overtime rate for hours in excess of 40 per week.

1476. Hancock, and in the alternative Hancock and Paul, did not provide St. Louis, at any time, with any written disclosure regarding the place and period of employment offered; the wages to be paid; information regarding housing, transportation and any other employee benefit to be provided and any costs to be charged for each, and information about workers' compensation insurance for the 2012 season.
1477. After receiving this recruitment information from Paul in July 2012, St. Louis agreed to come to Maine and work for Hancock.
1478. Paul transported St. Louis, or caused St. Louis to be transported, from New Jersey to Maine for the purpose of working for Hancock in late July of 2012.
1479. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported St. Louis, or caused St. Louis to be transported, to Maine in 2012.
1480. If Paul was not acting as Hancock's employee, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers he recruited to work at Hancock, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting or causing the transportation of migrant agricultural workers, including St. Louis, and/or ratified Paul's activities with respect to transportation by hiring and employing St. Louis and many other migrant agricultural workers whom Paul recruited and transported, or caused to be transported, from New Jersey to work in Maine in 2012.
1481. Hancock acting through Paul, and in the alternative Hancock and Paul, transported St. Louis, or caused St. Louis to be transported, from New Jersey to Maine in an old yellow school bus in late July of 2012. That year the bus was severely overcrowded, and workers, including St. Louis, had to sit three or more to a seat. Other workers had to in

the center aisle on overturned buckets.

1482. Paul furnished St. Louis as an employee to Hancock and Hancock hired St. Louis to work in its blueberry processing facility on July 23, 2012 and employed him until Hancock terminated his employment on or around September 7, 2012.
1483. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he furnished St. Louis as an employee to Hancock.
1484. In 2012 Hancock intentionally failed to display at St. Louis' place of employment, in a conspicuous place, a poster in Haitian Creole provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP.
1485. Hancock provided wage statements to St. Louis during the course of his employment.
1486. St. Louis worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
1487. In 2012, the wage statements Hancock provided to St. Louis did not state his overtime rate for hours worked in excess of 40 per week.
1488. Paul located, provided and controlled housing for St. Louis in 2012.
1489. Paul was acting as Hancock's employee or in the alternative as an FLC and Hancock's agent when he located, provided and controlled housing for St. Louis in 2012.
1490. If Paul was not acting as Hancock's employee when he provided housing in 2012, Hancock expressly authorized Paul to locate, provide and control housing for the migrant agricultural workers Hancock employed, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in locating, providing and controlling housing for the migrant agricultural workers Hancock employed, including St. Louis, and/or ratified Paul's housing activities by accepting the benefits of the housing

Paul provided to the migrant agricultural workers by hiring and employing the migrant agricultural workers Paul housed, including St. Louis.

1491. Hancock, and in the alternative Hancock and Paul, housed St. Louis at the Ellsworth Motel, 24 High Street, Ellsworth, Maine from approximately July 23, 2012 to September 7, 2012. The real property at 24 High Street, Ellsworth, Maine consisted of a consisted of a motel with multiple rooms.
1492. Hancock, and in the alternative Hancock and Paul, housed St. Louis and 6 other migrant agricultural workers in a single motel room intended to accommodate 4 people, at 24 High Street, Ellsworth, Maine.
1493. The small motel room was crowded and uncomfortable for St. Louis and the other workers who lived there.
1494. Four of the workers slept in shared beds. The other three workers, including St. Louis, slept on the floor. St. Louis did not have a mattress or any sleeping material, and had to sleep directly on the linoleum floor.
1495. The room was infested with insects that bit the workers at night unless they used the air conditioning unit to keep the room abnormally cold.
1496. The room had no kitchen; there was no stove, oven, kitchen sink or dining area although the room did have a small refrigerator and a microwave.
1497. There were no laundry facilities on site, so workers had to travel to a laundromat to wash their clothing.
1498. The motel room in which Hancock and Paul housed St. Louis in 2012 had no first aid kit.
1499. Bachelder and Merchant owned the Ellsworth Motel at 24 High Street, Ellsworth, Maine at all times relevant to the claims made by St. Louis.

1500. Hancock, and in the alternative Hancock and Paul, controlled the part of the property that was used by migrant agricultural workers at all times relevant to the claims made by St. Louis by assigning migrant agricultural workers to live in the motel rooms, determining how many workers would live in each room and/or deciding the extent to which cooking, sleeping and other facilities would be provided for the workers who lived there.
1501. Bachelder and Merchant, and in the alternative Bachelder, Merchant, Hancock and Paul, charged St. Louis or required St. Louis to pay \$35 per week in rent to live at 24 High Street, Ellsworth, Maine.
1502. St. Louis sustained actual damages as a result of Bachelder, Merchant and Hancock's, and in the alternative Bachelder, Merchant, Hancock and Paul's, failure to ensure that the real property at 24 High Street, Ellsworth, Maine complied with substantive federal safety and health standards applicable to that housing, including humiliation, physical discomfort, inconvenience, and emotional distress and mental suffering.
1503. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, did not obtain a certification that the real property located at 24 High Street, Ellsworth, Maine complied with applicable safety and health standards prior to occupancy by migrant agricultural workers, including St. Louis.
1504. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, did not post such certification of occupancy at the real property at 24 High Street, Ellsworth, Maine in 2012.
1505. Hancock, and in the alternative Hancock and Paul, did not post in a conspicuous place at the real property at 24 High Street, Ellsworth, Maine, or present to St. Louis a statement showing the terms and conditions of occupancy of those premises in 2012.

1506. Paul transported St. Louis, or caused St. Louis to be transported, to and from work each day that St. Louis worked for Hancock in 2012.
1507. Paul acted as Hancock's employee or in the alternative as an FLC and Hancock's agent when he transported St. Louis, or caused St. Louis to be transported, to and from work in 2012.
1508. If Paul was not acting as Hancock's employee when he transported St. Louis to and from work in 2012, Hancock expressly authorized Paul's transportation activities with respect to the migrant agricultural workers employed by Hancock, including St. Louis; knowingly or negligently permitted Paul to act with Hancock's apparent authority in transporting migrant agricultural workers, including St. Louis, and/or ratified Paul's transportation activities with respect to St. Louis in 2012 by hiring and employing St. Louis and many other migrant agricultural workers whom Paul transported, or caused to be transported, to and from work.
1509. Hancock acting through Paul, and in the alternative Hancock and Paul, transported St. Louis, or caused St. Louis to be transported, to and from work in 2012 in a van. Every year, the van was overcrowded, because Hancock, and in the alternative Hancock and Paul, transported more passengers than the van was designed to accommodate. Workers, including St. Louis, sat crowded together and on each other's laps.

Emile St. Louis Claims

Count 149 – Emile St. Louis vs. Paul and Hancock, 2010 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1510. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including St. Louis, by recruiting and transporting migrant agricultural workers, including St. Louis, and by furnishing migrant agricultural workers, including St. Louis,

as employees to Hancock, prior to and during the 2010 Maine blueberry harvesting and processing season.

1511. Additionally, Paul housed migrant agricultural workers, including St. Louis, during the 2010 Maine blueberry harvesting and processing season.

1512. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.

1513. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).

1514. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).

1515. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).

1516. If Paul recruited, transported or housed St. Louis, or furnished St. Louis as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply St. Louis when Paul was not registered as an FLC and to transport and house St. Louis when Paul was not authorized to do so.

1517. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2010.

1518. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C.

§1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting and furnishing St. Louis as an employee to Hancock when he was not registered as an FLC, and by transporting and housing St. Louis when he was not authorized to do so.

1519. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to St. Louis for statutory damages up to \$500 for his violation of §1811(a) in 2010.

Count 150 – Emile St. Louis vs. Paul and Hancock, 2011 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1520. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including St. Louis, by recruiting and transporting migrant agricultural workers, including St. Louis, and by furnishing migrant agricultural workers, including St. Louis, as employees to Hancock, prior to and during the 2011 Maine blueberry harvesting and processing season.
1521. Additionally, Paul housed migrant agricultural workers, including St. Louis, during the 2011 Maine blueberry harvesting and processing season.
1522. At no time after February 28, 2010 was Paul registered as an FLC as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.40.
1523. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
1524. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).
1525. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs' registration and authorization requirements

do not apply. 29 U.S.C. §1803(b).

1526. If Paul recruited, transported or housed St. Louis, or furnished St. Louis as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWP, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply St. Louis when Paul was not registered as an FLC and to transport and house St. Louis when Paul was not authorized to do so.

1527. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2011.

1528. If Paul was not Hancock's employee, Paul intentionally violated AWP, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting and furnishing St. Louis as an employee to Hancock when he was not registered as an FLC, and by transporting and housing St. Louis when he was not authorized to do so.

1529. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to St. Louis for statutory damages up to \$500 for his violation of §1811(a) in 2011.

Count 151 – Emile St. Louis vs. Paul and Hancock, 2012 Season
29 U.S.C. §1811 and §1842 – Farm Labor Contractor Registration Violations

1530. Paul engaged in farm labor contracting activities with respect to migrant agricultural workers, including St. Louis, by recruiting and transporting migrant agricultural workers, including St. Louis, and by furnishing migrant agricultural workers, including St. Louis, as employees to Hancock, prior to and during the 2012 Maine blueberry harvesting and processing season.

1531. Additionally, Paul housed migrant agricultural workers, including St. Louis, during the 2012 Maine blueberry harvesting and processing season.

1532. At no time after February 28, 2010 was Paul registered as an FLC as required by 29

U.S.C. §1811(a) and 29 C.F.R. §500.40.

1533. At no time after February 28, 2010 was Paul specifically authorized by USDOL to transport migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §§500.48(d).
1534. At no time after February 28, 2010 was Paul specifically authorized by USDOL house migrant agricultural workers as required by 29 U.S.C. §1811(a) and 29 C.F.R. §500.48 (f).
1535. Hancock is an agricultural employer, and if Paul performed farm labor contracting activities as Hancock's employee, AWPAs registration and authorization requirements do not apply. 29 U.S.C. §1803(b).
1536. If Paul recruited, transported or housed St. Louis, or furnished St. Louis as an employee to Hancock, as Hancock's agent and not as Hancock's employee, Hancock intentionally violated AWPAs, 29 U.S.C. §1842 and 29 C.F.R. §500.71, by utilizing Paul's services to supply St. Louis when Paul was not registered as an FLC and to transport and house St. Louis when Paul was not authorized to do so.
1537. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1842 in 2012.
1538. If Paul was not Hancock's employee, Paul intentionally violated AWPAs, 29 U.S.C. §1811(a) and 29 C.F.R. §§500.40, 500.48(d) and 500.48(f), by recruiting and furnishing St. Louis as an employee to Hancock when he was not registered as an FLC, and by transporting and housing St. Louis when he was not authorized to do so.
1539. Pursuant to 29 U.S.C. §1854(c)(1), Paul is liable to St. Louis for statutory damages up to \$500 for his violation of §1811(a) in 2012.

Count 152 – Emile St. Louis vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

1540. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to St. Louis at the time of recruitment for the 2010 season, that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
1541. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to St. Louis at the time of recruitment for the 2010 season.
1542. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2010.
1543. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2010.

Count 153 – Emile St. Louis vs. Paul and Hancock, 2011 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

1544. AWPAs required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to St. Louis at the time of recruitment for the 2011 season, that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).
1545. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any

written disclosure to St. Louis at the time of recruitment for the 2011 season.

1546. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2011.

1547. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2011.

Count 154 – Emile St. Louis vs. Paul and Hancock, 2012 Season
29 U.S.C. §1821(a) and (g) – Failure to Provide Written Disclosure at Time of Recruitment

1548. AWPA required Hancock, and in the alternative Hancock and Paul, to provide written disclosure in Haitian Creole to St. Louis at the time of recruitment for the 2012 season, that stated the place of employment; wage rates to be paid; period of employment; arrangements for transportation, housing, and any other employee benefit to be provided and any costs to be charged for each of them, and information about workers' compensation insurance, as set out in 29 U.S.C. §1821(a) and (g).

1549. Hancock, and in the alternative Hancock and Paul, intentionally failed to provide any written disclosure to St. Louis at the time of recruitment for the 2012 season.

1550. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(a) and (g) in 2012.

1551. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1821(a) and (g) in 2012.

Count 155 – Emile St. Louis vs. Hancock, 2010 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

1552. AWPA required Hancock to display, in a conspicuous place, a poster provided by the

USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).

1553. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine, when it employed St. Louis for the 2010 Maine blueberry harvest season.

1554. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g) during the 2010 season.

Count 156 – Emile St. Louis vs. Hancock, 2011 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

1555. AWP required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP, in a language common to migrant agricultural workers who are not fluent or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).

1556. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine, when it employed St. Louis for the 2011 Maine blueberry harvest season.

1557. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g) during the 2011 season.

Count 157 – Emile St. Louis vs. Hancock, 2012 Season
29 U.S.C. §1821(b) and (g) – Failure to Post Information at Workplace

1558. AWP required Hancock to display, in a conspicuous place, a poster provided by the USDOL setting forth the rights and protections afforded migrant agricultural workers under AWP, in a language common to migrant agricultural workers who are not fluent

or literate in English, namely Haitian Creole, as set out in 29 U.S.C. §1821(b) and (g).

1559. Hancock intentionally failed to display the required poster at its blueberry processing facility located on Wyman Road in Hancock, Maine, when it employed St. Louis for the 2012 Maine blueberry harvest season.

1560. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(b) and (g) during the 2012 season.

Count 158 – Emile St. Louis vs. Hancock, 2010 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

1561. AWPAs required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).

1562. During the 2010 season, St. Louis worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.

1563. Hancock intentionally failed to provide St. Louis with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2010 season.

1564. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2010 season.

Count 159 – Emile St. Louis vs. Hancock, 2011 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

1565. AWPAs required Hancock, to make, keep, and preserve records for three years of the

following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).

1566. During the 2011 season, St. Louis worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
1567. Hancock intentionally failed to provide St. Louis with wage statements that stated his overtime rate for hours worked in excess of 40 per week during the 2011 season.
1568. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2011 season.

Count 160 – Emile St. Louis vs. Hancock, 2012 Season
29 U.S.C. §1821(d)(2) – Failure to Provide Complete Information on Wage Statement

1569. AWPA required Hancock, to make, keep, and preserve records for three years of the following information: the basis on which wages are paid; the number of piecework units earned, if paid on a piecework basis; the number of hours worked; the total pay period earnings; the specific sums withheld and the purpose of each sum withheld; the net pay; and provide to each worker for each pay period, an itemized written statement of the required information, as set out in 29 U.S.C. §§1821(d).
1570. During the 2012 season, St. Louis worked hours in excess of 40 per week, and was entitled under Maine and federal law to pay at the overtime rate of 1.5 his regular hourly rate.
1571. Hancock intentionally failed to provide St. Louis with wage statements that stated his

overtime rate for hours worked in excess of 40 per week during the 2012 season.

1572. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1821(d)(2) during the 2012 season.

Count 161 – Emile St. Louis vs. Paul, Hancock and HSJ, 2010 Season
29 U.S.C. §1823(a) – Housing Violation

1573. AWPAs requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).

1574. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, used the real property located at 108 Douglass Highway, Lamoine, Maine as housing for St. Louis from approximately July 21, 2010 to September 4, 2010.

1575. HSJ owned the real property located at 108 Douglass Highway, Lamoine, Maine at all times relevant to St. Louis' claims.

1576. Hancock, and in the alternative Hancock and Paul, controlled the real property located at 108 Douglass Highway, Lamoine, Maine at all times relevant to St. Louis' claims by assigning migrant agricultural workers to live in the trailer, determining how many workers would live in the trailer and/or deciding the extent to which bathroom, kitchen and living facilities would be provided for the workers who lived there.

1577. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to ensure that the real property located at 108 Douglass Highway, Lamoine, Maine complied with applicable federal safety and health standards.

- a) During St. Louis' occupancy no beds were provided; St. Louis had to sleep on the floor on brown packing paper, in violation of 20 C.F.R. §654.416(a) and (b) and 29

C.F.R. §1910.142(b)(3);

- b) The trailer was badly overcrowded: approximately 60 migrant agricultural workers, in two shifts, slept in a trailer designed for no more than 6 residents; the workers' sleeping materials were spaced very close together, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);
- c) St. Louis had to sleep on the floor of the combined living/kitchen area of the trailer with many other workers, due to overcrowding, in violation of 20 C.F.R. §654.413(b) and 29 C.F.R. §1910.143(i)(2);
- d) The windows in the trailer had no screens, and could not be opened for ventilation due to biting insects, in violation of 20 C.F.R. §654.407(h), 20 C.F.R. §654.408(a) and 29 C.F.R. §1910.142(b)(7) and (8);
- e) Fleas or bedbugs infested the trailer and bit the workers, in violation of 20 C.F.R. §654.415 and 29 C.F.R. §1910.142(j);
- f) There were no facilities for storage of personal items in violation of 20 C.F.R. §654.407(f) and 29 C.F.R. §1910.142(b)(3);
- g) There was just one toilet, sink and shower for 60 workers assigned to live in the trailer, in violation of 20 C.F.R. §654.411(b), 20 C.F.R. §654.412(b) and (c), 29 C.F.R. §1910.142(d)(5) and 29 C.F.R. §1910.142(f)(1);
- h) No toilet paper was provided in violation 20 C.F.R. §654.411(e) and 29 C.F.R. §1910.142(d)(9);
- i) There was insufficient hot water for bathing, in violation of 20 C.F.R. §654.412(a) and 29 C.F.R. §1910.142(f)(3);
- j) Men and women had to share sleeping quarters, in violation of 20 C.F.R.

§654.407(e);

k) Men and women had to share bathroom facilities, in violation of 20 C.F.R.

§654.411(d), §654.412(b) and 29 C.F.R. §1910.142(d)(4);

l) There was only one stove and one refrigerator for all the workers in the trailer, in violation of 20 C.F.R. §654.413 and 29 C.F.R. §1910.142(b)(10);

m) The kitchen had no table or chairs, in violation of 20 C.F.R. §654.413, and

n) The trailer lacked laundry facilities and a first aid kit, in violation of 20 C.F.R.

§654.412(d), 20 C.F.R. §654.417(g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R. §1910.142(k).

1578. St. Louis sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing in 2010, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.

1579. Pursuant to 29 U.S.C. §1854(c)(1), HSJ and Hancock are jointly and severally liable to St. Louis for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in 2010.

1580. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in 2010.

Count 162 – Emile St. Louis vs. Paul, Hancock and HSJ, 2010 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

1581. AWPAs require each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a

certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).

1582. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 108 Douglass Highway, Maine complied with applicable safety and health standards prior to its occupancy by St. Louis in 2010.
1583. Pursuant to 29 U.S.C. §1854(c)(1) HSJ and Hancock are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) in 2010.
1584. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) in 2010.

Count 163 – Emile St. Louis vs. Paul and Hancock, 2010 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

1585. AWPA requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
1586. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 108 Douglass Highway, Lamoine, Maine, or present to St. Louis, a statement showing the terms and conditions of occupancy of the premises in 2010.
1587. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c) in 2010.

1588. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c) in 2010.

Count 164 – Emile St. Louis vs. Paul, Hancock and HSJ, 2011 Season
29 U.S.C. §1823(a) – Housing Violation

1589. AWPAs requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).

1590. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, used the real property located at 108 Douglass Highway, Lamoine, Maine as housing for St. Louis from approximately July 29, 2011 to September 19, 2011.

1591. St. Louis re-alleges Paragraphs 1444 – 1458.

1592. St. Louis sustained actual damages as a result of HSJ and Hancock's, and in the alternative HSJ, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing in 2011, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.

1593. Pursuant to 29 U.S.C. §1854(c)(1), HSJ and Hancock are jointly and severally liable to St. Louis for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in 2011.

1594. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in 2011.

Count 165 – Emile St. Louis vs. Paul, Hancock and HSJ, 2011 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

1595. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).
1596. HSJ and Hancock, and in the alternative HSJ, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 108 Douglass Highway, Maine complied with applicable safety and health standards prior to its occupancy by St. Louis in 2011.
1597. Pursuant to 29 U.S.C. §1854(c)(1) HSJ and Hancock are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) in 2011.
1598. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), HSJ, Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1) in 2011.

Count 166 – Emile St. Louis vs. Paul and Hancock, 2011 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

1599. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).
1600. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 108 Douglass Highway, Lamoine, Maine, or

present to St. Louis, a statement showing the terms and conditions of occupancy of the premises in 2011.

1601. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c) in 2011.

1602. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c) in 2011.

Count 167 – Emile St. Louis vs. Paul, Hancock, Bachelder and Merchant, 2012 Season
29 U.S.C. §1823(a) – Housing Violation

1603. AWPAs requires any person who owns or controls a facility or real property used as housing for migrant agricultural workers to ensure that the facility or real property complies with substantive federal and state safety and health standards applicable to that housing, as set out in 29 U.S.C. §1823(a).

1604. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, used the real property located at 24 High Street, Ellsworth, Maine as housing for St. Louis from approximately July 23, 2012 to September 7, 2012.

1605. Bachelder and Merchant owned the real property located at 24 High Street, Ellsworth, Maine at all times relevant to St. Louis' claims.

1606. Hancock, and in the alternative Hancock and Paul, controlled the part of the property that was used by migrant agricultural workers at all times relevant to St. Louis' claims, by assigning migrant agricultural workers to live in the motel rooms, determining how many workers would live in each room and/or deciding the extent to which cooking, sleeping and other facilities would be provided for the workers who lived there.

1607. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock

and Paul, intentionally failed to ensure that the real property located at 24 High Street, Ellsworth, Maine complied with applicable federal safety and health standards.

- a) St. Louis had no bed, and was forced to sleep on the linoleum floor, in violation of 20 C.F.R. §654.416(a) and (b) and 29 C.F.R. §1910.142(b)(3);
- b) The room was badly overcrowded: St. Louis shared the small motel room with 6 other migrant agricultural workers, and their sleeping materials were spaced very close together, in violation of 20 C.F.R. §654.407(c)(1) and 29 C.F.R. §1910.142(b)(2) and (3);
- c) The room was infested with insects that bit the workers at night unless they used the air conditioning unit to keep the room abnormally cold, in violation of 20 C.F.R. §654.415 and 29 C.F.R. §1910.142(j);
- d) The room had no stove, in violation of 20 C.F.R. §654.413, 29 C.F.R. §1910.142(b)(10) and §1910.142(i)(2), and
- e) The facility lacked laundry facilities and a first aid kit, in violation of 20 C.F.R. §654.412(d), 20 C.F.R. §654.417(g), 29 C.F.R. §1910.142(f)(1) and (5) and 29 C.F.R. §1910.142(k).

1608. St. Louis sustained actual damages in 2012 as a result of Bachelder, Merchant and Hancock's, and in the alternative Bachelder, Merchant, Hancock and Paul's, failure to ensure that the housing complied with substantive federal safety and health standards applicable to that housing, including physical discomfort, inconvenience, humiliation, emotional distress and mental suffering.

1609. Pursuant to 29 U.S.C. §1854(c)(1), Bachelder, Merchant and Hancock are jointly and severally liable to St. Louis for statutory damages up to \$500, or for actual damages, for

their violation of 29 U.S.C. §1823(a) in 2012.

1610. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Bachelder, Merchant, Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500, or for actual damages, for their violation of 29 U.S.C. §1823(a) in 2012.

Count 168 – Emile St. Louis vs. Paul, Hancock, Bachelder and Merchant, 2012 Season
29 U.S.C. §1823(b)(1) – Failure to Post Certificate of Occupancy

1611. AWPAs requires each person who owns or controls a facility or real property which is used as housing for migrant agricultural workers to obtain and post at the housing site a certification that the facility or real property complies with applicable safety and health standards prior to occupancy by the workers, as set out in 29 U.S.C. §1823(b)(1).
1612. Bachelder, Merchant and Hancock, and in the alternative Bachelder, Merchant, Hancock and Paul, intentionally failed to obtain and post a certification that the facility or real property at 24 High Street, Ellsworth, Maine complied with applicable safety and health standards prior to its occupancy by St. Louis.
1613. Pursuant to 29 U.S.C. §1854(c)(1) Bachelder, Merchant and Hancock are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).
1614. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Bachelder, Merchant, Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1823(b)(1).

Count 169 – Emile St. Louis vs. Paul and Hancock, 2012 Season
29 U.S.C. §1821(c) – Failure to Post Terms and Conditions of Occupancy

1615. AWPAs requires each agricultural employer or farm labor contractor who provides housing for a migrant agricultural worker to post in a conspicuous place or present to

such worker a statement of the terms and conditions of occupancy of such housing, as set out in 29 U.S.C. §1821(c).

1616. Hancock, and in the alternative Hancock and Paul, intentionally failed to post in a conspicuous place at the real property at 24 High Street, Ellsworth, Maine, or present to St. Louis, a statement showing the terms and conditions of occupancy of the premises in 2012.

1617. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violations of 29 U.S.C. §1821(c) in 2012.

1618. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for violation of 29 U.S.C. §1821(c) in 2012.

Count 170 – Emile St. Louis vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

1619. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).

1620. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§500.102(c), 500.102(d), 500.105(b)(3)(vi)(D) and 500.104(l).

1621. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport St. Louis from New Jersey to Maine in 2010 conformed to the applicable standards. The bus was overcrowded; workers, including St. Louis, squeezed three at a

time into two-person seats with some sitting in the center aisle.

1622. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the van used to transport St. Louis to and from work in 2010 conformed to the applicable standards. The van was overcrowded and did not have seats for St. Louis and other passengers.
1623. Hancock's, and in the alternative Hancock and Paul's, use of two vehicles to transport St. Louis in 2010 were separate transactions.
1624. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for each of its violations of 29 U.S.C. §1841(b)(1)(A) in 2010.
1625. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1841(b)(1)(A) in 2010.

Count 171 – Emile St. Louis vs. Paul and Hancock, 2011 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

1626. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).
1627. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§500.102(c), 500.102(d), 500.105(b)(3)(vi)(D) and 500.104(l).
1628. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport St. Louis from New Jersey to Maine in 2011 conformed to the applicable

standards. The bus was overcrowded; workers, including St. Louis, squeezed three at a time into two-person seats with some sitting in the center aisle.

1629. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the van used to transport St. Louis to and from work in 2011 conformed to the applicable standards. The van was overcrowded and did not have seats for St. Louis and other passengers.

1630. Hancock's, and in the alternative Hancock and Paul's, use of two vehicles to transport St. Louis in 2011 were separate transactions.

1631. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for each of its violations of 29 U.S.C. §1841(b)(1)(A) in 2011.

1632. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1841(b)(1)(A) in 2011.

Count 172 – Emile St. Louis vs. Paul and Hancock, 2012 Season
29 U.S.C. §1841(b)(1)(A) – Transportation Violations

1633. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker conforms to the standards prescribed by the Secretary of Labor under AWPAs, as set out in 29 U.S.C. §1841(b)(1)(A).

1634. The standards prescribed by the Secretary of Labor require a vehicle to provide a seat for each worker transported, as set out in 29 C.F.R. §§500.102(c), 500.102(d), 500.105(b)(3)(vi)(D) and 500.104(l).

1635. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used

to transport St. Louis from New Jersey to Maine in 2012 conformed to the applicable standards. The bus was overcrowded; workers, including St. Louis, squeezed three at a time into two-person seats with some sitting in the center aisle.

1636. Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the van used to transport St. Louis to and from work in 2012 conformed to the applicable standards. The van was overcrowded and did not have seats for St. Louis and other passengers.
1637. Hancock's, and in the alternative Hancock and Paul's, use of two vehicles to transport St. Louis in 2012 were separate transactions.
1638. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for each of its violations of 29 U.S.C. §1841(b)(1)(A) in 2012.
1639. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for each of their violations of 29 U.S.C. §1841(b)(1)(A) in 2012.

Count 173 – St. Louis vs. Paul and Hancock, 2010 Season
29 U.S.C. §1841(b)(1)(C) – Vehicle Insurance Violation

1640. AWPAs requires agricultural employers and farm labor contractors to ensure that any vehicle which they use or cause to be used to provide transportation to a migrant agricultural worker is insured, as set out in 29 U.S.C. §1841(b)(1)(C) and 29 C.F.R. §500.120.
1641. Upon information and belief Hancock, and in the alternative Hancock and Paul, intentionally failed to ensure that the bus which Hancock, and in the alternative Hancock and Paul, used or caused to be used to transport St. Louis from New Jersey to Maine in 2010 was insured.

1642. Pursuant to 29 U.S.C. §1854(c)(1), Hancock is liable to St. Louis for statutory damages up to \$500 for its violation of 29 U.S.C. §1841(b)(1)(C).

1643. In the alternative, pursuant to 29 U.S.C. §1854(c)(1), Hancock and Paul are jointly and severally liable to St. Louis for statutory damages up to \$500 for their violation of 29 U.S.C. §1841(b)(1)(C).

Prayer for Relief

WHEREFORE, the Plaintiffs respectfully request that the Court grant them relief as follows:

- a) By entering a judgment declaring that the Defendants intentionally, or as appropriate knowingly, violated AWPAs as set forth herein;
- b) By entering a judgment declaring that Defendants Coastal and Hancock violated 26 M.R.S.A. §626 as set forth herein;
- c) By entering a judgment declaring that Defendant Hancock, and in the alternative Defendants Hancock and Paul, breached their contracts with Plaintiffs Loudor and Saint Eulus as set forth herein;
- d) By awarding the Plaintiffs the greater of their actual damages or statutory damages of \$500 for each of the Defendants' violations of AWPAs pursuant to 29 U.S.C. §1854(c)(1);
- e) By awarding Plaintiffs Bonnet, Estinfort, Francois and Princilus the full amount of their unpaid wages, twice that amount as liquidated damages, attorneys' fees and court costs pursuant to 26 M.R.S.A. §626;
- f) By awarding Plaintiffs Loudor and Saint Eulus full compensatory, expectancy, consequential and/or reliance damages for Defendant Hancock's, and in the alternative Defendants Hancock and Paul's, breach of contract;

- g) By awarding the Plaintiffs pre-judgment and post-judgment interest as allowed by law;
- h) By awarding the Plaintiffs court costs, and
- i) By granting such other relief as the Court deems just and proper.

Date: 7/1/2016

/s/ Michael Guare

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