

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Miroslav Ivanov
Sv. Trioca Building 132
Entrance V Apartment 52
Sofia, Bulgaria 1309

CIVIL ACTION No.

and

Veselin Ivanov
Druzba 2, Building 214
Entrance B Apartment 29
Sofia, Bulgaria 1582

Complaint
Jury Trial Demanded

Plaintiffs,

v.

Sunset Pools Management, Inc.
1745 Pennsylvania Avenue, NW Suite 201
Washington, DC 20006

and

Bitia Naderi,
c/o Sunset Pools Management, Inc.
1745 Pennsylvania Avenue, NW Suite 201
Washington, DC 20006

and

Arash Naderi,
c/o Sunset Pools Management, Inc.
1745 Pennsylvania Avenue, NW Suite 201
Washington, DC 20006

and

International Training and Exchange, Inc.
600 California Street, FL 10
San Francisco, CA 94108

Defendants.

INTRODUCTION

1. Plaintiffs Miroslav Ivanov and Veselin Ivanov bring this Complaint for unpaid wages, fraud and civil conspiracy. The claims for fraud and civil conspiracy are brought on behalf of themselves while the claim for unpaid wages is brought on behalf of themselves and other similarly situated employees of Defendant Sunset Pools, Inc ("Sunset") pursuant to 29 U.S.C. § 216(b). Defendant Sunset is in the business of, *inter-alia*, servicing and maintaining swimming pools for established institutions including prestigious hotels in the Metropolitan Washington, DC area. Sunset, in conjunction with Defendant International Training and Exchange, Inc.(Intrax) and Sunset owners Bitra and Arash Naderi, knowingly recruited plaintiffs on false pretenses from their Bulgarian homeland to work in the United States. In doing so, said Defendants knowingly made false representations regarding accommodations that were a condition of employment. Defendants intended for Plaintiffs to rely upon their false representations or failure to make full disclosure regarding the conditions by which Plaintiffs would be housed during their employment in the United States.

2. Specifically, during their stay in the United States, Defendant Sunset housed Plaintiffs of both genders in shared quarters with five workers to a small room; sleeping side by side on mattresses on the floor; and sharing the same bathroom. Those encompassed by this Complaint were charged by the Defendant for their accommodations and for furniture rental. Housing in quarters provided by Defendant Sunset was a condition of employment and thus their stay in the United States.

3. While those encompassed by this Complaint worked over 60 hours a week; they were not paid over-time compensation at a rate of time and one half as

provided by 29 U.S.C. § 207(a)(2)(C). Plaintiffs, and those encompassed by this Complaint seek unpaid overtime pay and liquidated damages of two times back pay, plus their reasonable costs and attorneys fees as provided by 29 U.S.C. §216(b).

JURISDICTION

4. This Court has jurisdiction over this matter pursuant to 29 U.S.C. § 1331 (federal question jurisdiction); 29 U.S.C. § 216(b) (jurisdiction under the Fair Labor Standards Act); and 28 U.S.C. § 1332 (Diversity of Citizenship.) This Court has supplemental jurisdiction over the claims for civil fraud and conspiracy.

VENUE

5. Venue is proper in the District of Columbia as the causes of action alleged herein arose in the District of Columbia; plaintiffs resided in the District of Columbia when these events occurred and Defendant Sunset maintains a principal place of business in the District of Columbia. In addition Defendant Intrax recruited those encompassed by this Complaint for work in the District of Columbia.

PARTIES

6. Plaintiff Miroslav Ivanov was recruited by Defendant Intrax for employment by Sunset Pools during the period May 24, 2006 to October 20, 2006. While he worked significant hours in excess of forty hours per week, Plaintiff Ivanov was not accorded overtime compensation as provided by law. Plaintiff Ivanov lives at Sv. Troica, Building 132, Entrance V, Apartment 52, Sofia, Bulgaria 1309.

7. Plaintiff Veselin Ivanov was recruited by Defendant Intrax for employment by Sunset Pools during the period May 24, 2006 to October 20, 2006. While he worked significant hours in excess of forty hours per week, Plaintiff Ivanov was not

accorded overtime compensation as provided by law. Plaintiff Ivanov lives at Druzba 2, Building 214, Entrance B, Apartment 29, Sofia, Bulgaria 1582.

8. Defendant Intrax is an employer as defined by 29 U.S.C. § 203(d) in that it acts directly or indirectly in the interest of employers including but not limited to Defendant Sunset. Defendant Intrax specifically recruited those encompassed by this Complaint to work in the District of Columbia and surrounding environs.

9. Defendant Sunset Pools maintains a principal place of business at 1745 Pennsylvania Avenue, NW, Suite 201, Washington, DC 20006. Sunset represents itself as offering comprehensive swimming pool maintenance.

10. Defendant Bita Naderi is the President of Sunset Pools and along with Arash Naderi is one of two shareholders in the company. Defendant Bita Naderi at all times was aware of and sanctioned or orchestrated the unlawful conduct alleged herein. Defendant Bita Naderi is an employer as defined by 29 U.S.C. §203(d) in that she acts directly or indirectly in the interests of employers.

11. Defendant Arash Naderi, along with Bita Naderi is one of two sole shareholders of the company. Defendant Arash Naderi at all times was aware of and sanctioned or orchestrated the unlawful conduct alleged herein. Defendant Arash Naderi is an employer as defined by 29 U.S.C. §203(d) in that he acts directly or indirectly in the interests of employers.

FACTUAL ALLEGATIONS

12. Defendant Intrax induces and/or induced Bulgarian and other foreign citizens to come to the United States to work for Sunset and other similar employers. Defendant Intrax is a statutory employer as defined by § 29 U.S.C. 203(d).

13. In an effort to induce potential employees to come to the U.S. where they are subjected to sub-standard conditions, Defendant Intrax promises what amounts to a vacation like atmosphere as described in Exhibit 1 attached hereto, which is Defendant Sunset's brochure.

14. Defendants informed Plaintiffs and those encompassed by this Complaint that they would be in "shared" living quarters, specifically stating that the housing was in a "dorm like" setting, implying conditions accorded college students housed in dormitories. Defendants knew at the time of their representations that the housing was not in a dorm like setting in that Plaintiffs were made to sleep on mattresses on the floor, rather than beds, and were housed in cramped quarters with five workers to a single room. Plaintiffs' acceptance of these conditions – and rent of \$300 per month paid to Defendant Sunset – was a condition of employment.

15. Upon their arrival in this country, after being induced to travel here by Intrax, Sunset employees are housed in cramped DC quarters with five people to a room while sleeping on the floor as depicted in the picture attached hereto as Exhibit 2. Employees are charged for their room and even the rental of furniture as noted in the employment agreement, page 3, attached hereto as Exhibit 3.

16. The job criteria, as first presented by Intrax to those encompassed by this Complaint, unlawfully tells potential employees that as a matter of United States law, they are not entitled to overtime compensation. The relevant portion of the Job Description, attached hereto as Exhibit 4, (page 2 of 12, next to the heading Expected Overtime) states:

"You are able to work over 40 hours per week however this is a seasonal business and is not required by law to pay overtime

wages. Hours you work over 40 will be the same rate as regular hours.”

17. Defendant Sunset specifically requires employees to work in excess of forty hours per week and many work in excess of sixty hours per week.

18 Defendant Sunset’s job description, as approved by the Naderis, makes clear that “there is no overtime pay.” See Exhibit 3, page 2.

19. Defendants’ representations with regard to the applicable laws not requiring overtime are false as the work described herein is not exempt from overtime under any “seasonal” exceptions or any other exemption recognized by the Fair Labor Standards Act.

20. Defendants’ employees were paid on a bi-weekly basis and payment for time worked in excess of forty hours in any week is noted in the pay-stubs and characterized as a “bonus.” See Exhibit 5 attached hereto. This time is paid at regular rates and not time and one half as required by 29 U.S.C. § 207(a)(2)(C).

REPRESENTATIVE ALLEGATIONS

21. Plaintiffs bring this action on behalf of themselves and other employees similarly situated pursuant to 29 U.S.C. § 216(b). Those encompassed by this Complaint include: employees who were recruited by Defendant Intrax for employment by Sunset Pools, Inc. and the individual defendants during the period starting January 1, 2005 through the present date.

22. Plaintiffs seek an order from this Court providing for the appropriate notice to be given so that those encompassed by this Complaint may elect to become Party Plaintiffs by filing written consent as provided for by 29 U.S.C. § 216(b).

COUNT I

Violation of the Fair Labor Standards Act – Against All Defendants

23. Plaintiffs repeat and incorporate by reference the allegations set forth in paragraphs 1-22 of the Complaint.

24. The terms of 29 U.S.C. § 207(a)(2)(C) provide that employees must be paid overtime at a rate of time and one half for all hours worked in excess of forty in one week.

25. Defendants did not pay Plaintiffs and those encompassed by this Complaint as required by 29 U.S.C. § 207(a)(2)(C).

26. Defendants are not covered by any of the limited exemptions set forth in the Fair Labor Standards Act 29 U.S.C. §213(a).

WHEREFORE, Plaintiffs seek the following relief:

- (a) an award of back pay and liquidated damages as provided by 29 U.S.C. § 216(b);
- (b) an award of costs and reasonable attorneys' fees; and
- (c) such other relief as this court deems just and proper including an order directing notice to be given to those encompassed by this Complaint so that they may give consent to be party plaintiffs.

COUNT II

Common Law Fraud and Misrepresentations – Against All Defendants

27. Plaintiffs repeat and incorporate by reference the allegations set forth in paragraphs 1-26 of the Complaint.

28. Defendants made or caused to be made representations regarding accommodations in the United States which they knew at the time were false and misleading. Defendants made or caused said representations to be made knowing that Plaintiffs would rely upon them to their detriment.

29. In addition, Defendants withheld material information from Plaintiffs regarding their living conditions. Defendants had a duty to disclose this information.

30. As a result of Defendants' material omissions of fact and affirmative misrepresentations, Plaintiffs sustained damages.

WHEREFORE, Plaintiffs seek the following relief:

- (a) Compensatory and punitive damages;
- (b) an award of costs and reasonable attorneys' fees; and
- (c) such other relief as this court deems just and proper including an order directing notice to be given to those encompassed by this Complaint so that they may give consent to be party plaintiffs

COUNT III

Civil Conspiracy – Against All Defendants


31. Plaintiffs repeat and incorporate by reference the allegations set forth in paragraphs 1-30 of the Complaint.

32. Defendants conspired, combined, agreed, mutually undertook or concerted to take the actions giving rise to the unlawful conduct alleged in COUNTS I and II herein.

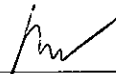
33. As a result of Defendants' mutual conduct, they are jointly and severally liable for the violations set forth in Counts I and II of the Complaint.

Trial by Jury Demanded on All Counts

Respectfully Submitted,



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Dated: February 28, 2007

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