

ORIGINAL

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NO. 5015
FILED
A.M. 4:15 P.M.
AUG 18 2003
J. DAVID NAVARRO, Clerk
By [Signature]
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, COUNTY OF ADA

JOSE CORONADO, JORGE)
CORONADO, MOISES MALDONADO,)
JOSE MALDONADO, MARIO)
MALDONADO, SAUL MALDONADO,)
and GUSTAVO MALDONADO,)

Plaintiffs,)

vs.)

GREAT WHITE DRYWALL, INC.,)
d/b/a Great White Drywall and)
Acoustical Supply,)

Defendant.)

Case No. CV OC 0306447M

COMPLAINT

The above-named Plaintiffs, Jose Coronado, Jorge Coronado, Moises Maldonado, Jose Maldonado, Mario Maldonado, Saul Maldonado and Gustavo Maldonado complain and allege as follows:

COMPLAINT, P. 1

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PARTIES

1. Defendant, Great White Drywall, Inc. d/b/a Great White Drywall and Acoustical Supply ("Great White") is an Idaho Corporation with its registered office located at 3201 Kipling Road, Boise, Ada County, Idaho.

2. Plaintiff Jose Coronado, is an Idaho resident, residing in Nampa, Canyon County, Idaho. Mr. Coronado was employed as a sheet rocker by Great White until March 10, 2003.

3. Plaintiff Jorge Coronado, is an Idaho resident, residing in Nampa, Canyon County, Idaho. Mr. Coronado was employed as a sheet rocker by Great White until March 10, 2003.

4. Plaintiff Moises Maldonado is currently residing in India, Riverside County, California. Mr. Maldonado was employed as a sheet rocker by Great White until March 10, 2003.

5. Plaintiff Jose Maldonado is currently residing in India, Riverside County, California. Mr. Maldonado was employed as a sheet rocker by Great White until March 10, 2003.

6. Plaintiff Mario Maldonado is currently residing in India, Riverside County, California. Mr. Maldonado was employed as a sheet rocker by Great White until March 10, 2003.

7. Plaintiff Saul Maldonado is currently residing in India, Riverside County, California. Mr. Maldonado was employed as a sheet rocker by Great White until March 10, 2003.

8. Plaintiff Gustavo Maldonado is currently residing in India, Riverside County,

California. Mr. Maldonado was employed as a sheet rocker by Great White until March 10, 2003.

FACTS

9. During his employment with Great White, Jose Coronado was paid sixteen dollars (\$16.00) per hour for his employment with Great White.

10. During his employment with Great White, Jorge Coronado was paid fourteen dollars (\$14.00) per hour for his employment with Great White.

11. During his employment with Great White, Moises Maldonado was paid sixteen dollars (\$16.00) per hour for his employment with Great White.

12. During his employment with Great White, Jose Maldonado was paid fourteen dollars (\$14.00) per hour for his employment with Great White.

13. During his employment with Great White, Mario Maldonado was paid fourteen dollars (\$14.00) per hour for his employment with Great White.

14. During his employment with Great White, Saul Maldonado was paid sixteen dollars (\$16.00) per hour for his employment with Great White.

15. During his employment with Great White, Gustavo Maldonado was paid sixteen dollars (\$16.00) per hour for his employment with Great White.

17. During Jose Coronado's employment with Great White, Great White failed to withhold any Federal Income taxes, State of Idaho Income taxes, and Social Security payments.

18. During Jorge Coronado's employment with Great White, Great White failed to withhold any Federal Income taxes, State of Idaho Income taxes, and Social Security payments.

19. During Moises Maldonado's employment with Great White, Great White failed

to withhold any Federal Income taxes, State of Idaho Income taxes, and Social Security payments.

20. During Jose Maldonado's employment with Great White, Great White failed to withhold any Federal Income taxes, State of Idaho Income taxes, and Social Security payments.

21. During Mario Maldonado's employment with Great White, Great White failed to withhold any Federal Income taxes, State of Idaho Income taxes, and Social Security payments.

22. During Saul Maldonado's employment with Great White, Great White failed to withhold any Federal Income taxes, State of Idaho Income taxes, and Social Security payments.

23. During Gustavo Maldonado's employment with Great White, Great White failed to withhold any Federal Income taxes, State of Idaho Income taxes, and Social Security payments.

24. On or about March 7, 2003, Plaintiff Gustavo Maldonado was injured during his employment with Great White. Other Plaintiffs took Gustavo Maldonado for medical treatment. Great White had provided neither Gustavo Maldonado nor any of the other Plaintiffs with workman's compensation insurance.

25. On or about March 10, 2003, Great White fired all Plaintiffs from their employment with Great White.

26. As of March 10, 2003, Plaintiff, Jose Coronado, was owed wages for work performed through March 10, 2003, on behalf of Great White in the gross amount of \$768.00.

27. As of March 10, 2003, Plaintiff Jorge Coronado, was owed wages for work performed through March 10, 2003, on behalf of Great White in the gross amount of \$560.00

28. As of March 10, 2003, Plaintiff Moises Maldonado, was owed wages for work

performed through March 10, 2003, on behalf of Great White in the gross amount of \$640.00.

29. As of March 10, 2003, Plaintiff Jose Maldonado, was owed wages for work performed through March 10, 2003, on behalf of Great White in the gross amount of \$672.00.

30. As of March 10, 2003, Plaintiff Mario Maldonado, was owed wages for work performed through March 10, 2003, on behalf of Great White in the gross amount of \$560.00

31. As of March 10, 2003, Plaintiff Saul Maldonado, was owed wages for work performed through March 9, 2003, on behalf of Great White in the gross amount of \$640.00.

32. As of March 10, 2003, Plaintiff Gustavo Maldonado, was owed wages for work performed through March 9, 2003, on behalf of Great White in the gross amount of \$640.00.

33. Plaintiffs, on or about March 24, 2003, made demand on Great White for payment of the unpaid wages.

34. Great White, in response to Plaintiffs' demand letter, sent a check, dated March 4, 2003, payable to Jose Coronado in the amount of four hundred eighty eight dollars (\$488.00). This amount was incorrect and did not fully compensate Plaintiff Jose Coronado for all work that he had completed through March 10, 2003.

35. Great White, in response to Plaintiffs' demand letter, sent a check, dated March 4, 2003, payable to Jorge Coronado in the amount of three hundred seventy-one dollars (\$371.00). This amount was incorrect and did not fully compensate Plaintiff Jorge Coronado for all work that he had completed through March 10, 2003.

36. Great White, in response to Plaintiffs' demand letter, sent a check, dated March 4, 2003, payable to Moises Maldonado in the amount of five hundred forty-seven dollars (\$547.00). This amount was incorrect and did not fully compensate Plaintiff Moises Maldonado

for all work that he had completed through March 10, 2003.

37. Great White, in response to Plaintiffs' demand letter, sent a check, dated March 4, 2003, payable to Jose Maldonado in the amount of five hundred fifty-three dollars (\$553.00). This amount was incorrect and did not fully compensate Plaintiff Jose Maldonado for all work that he had completed through March 10, 2003.

38. Great White, in response to Plaintiffs' demand letter, sent a check, dated March 4, 2003, payable to Mario Maldonado in the amount of four hundred thirty-one dollars (\$431.00). This amount was incorrect and did not fully compensate Plaintiff Mario Maldonado for all work that he had completed through March 10, 2003.

39. Great White, in response to Plaintiffs' demand letter, sent a check, dated March 4, 2003, payable to Saul Maldonado in the amount of three hundred thirty-six dollars (\$336.00). This amount was incorrect and did not fully compensate Plaintiff Saul Maldonado for all work that he had completed through March 10, 2003.

40. Great White, in response to Plaintiffs' demand letter, sent a check, dated March 4, 2003, payable to Gustavo Maldonado in the amount of four hundred sixty-four dollars (\$464.00). This amount was incorrect and did not fully compensate Plaintiff Gustavo Maldonado for all work that he had completed through March 10, 2003.

41. On July 8, 2003, Plaintiffs again made demand on Great White for the unpaid wages and have received no response to such demand.

42. Plaintiff, Jose Coronado, has never been compensated for the 48 hours of work he performed on behalf of Great White from March 3, 2003 through March 10, 2003.

43. Plaintiff, Jorge Coronado, has never been compensated for the 40 hours of work

he performed on behalf of Great White from March 3, 2003 through March 10, 2003.

44. Plaintiff, Moises Maldonado, has never been compensated for the 40 hours of work he performed on behalf of Great White from March 3, 2003 through March 10, 2003.

45. Plaintiff, Jose Maldonado, has never been compensated for the 48 hours of work he performed on behalf of Great White from March 3, 2003 through March 10, 2003.

46. Plaintiff, Mario Maldonado, has never been compensated for the 40 hours of work he performed on behalf of Great White from March 3, 2003 through March 10, 2003.

47. Plaintiff, Saul Maldonado, has never been compensated for the 40 hours of work he performed on behalf of Great White from March 3, 2003 through March 10, 2003.

48. Plaintiff, Gustavo Maldonado, has never been compensated for the 40 hours of work he performed on behalf of Great White from March 3, 2003 through March 10, 2003.

49. During Jose Coronado's employment with Great White's failure to withhold Federal Income taxes, State of Idaho Income taxes and Social Security withholdings, is likely to subject Jose Coronado to adverse tax consequences, including, but not limited to, penalties and interest.

50. During Jorge Coronado's employment with Great White's failure to withhold Federal Income taxes, State of Idaho Income taxes and Social Security withholdings, is likely to subject Jorge Coronado to adverse tax consequences, including, but not limited to, penalties and interest.

51. During Moises Maldonado employment with Great White's failure to withhold Federal Income taxes, State of Idaho Income taxes and Social Security withholdings, is likely to subject Moises Maldonado to adverse tax consequences, including, but not limited to, penalties

and interest.

52. During Jose Maldonado employment with Great White's failure to withhold Federal Income taxes, State of Idaho Income taxes and Social Security withholdings, is likely to subject Jose Maldonado to adverse tax consequences, including, but not limited to, penalties and interest.

53. During Mario Maldonado employment with Great White's failure to withhold Federal Income taxes, State of Idaho Income taxes and Social Security withholdings, is likely to subject Mario Maldonado to adverse tax consequences, including, but not limited to, penalties and interest.

54. During Saul Maldonado employment with Great White's failure to withhold Federal Income taxes, State of Idaho Income taxes and Social Security withholdings, is likely to subject Saul Maldonado to adverse tax consequences, including, but not limited to, penalties and interest.

55. During Gustavo Maldonado employment with Great White's failure to withhold Federal Income taxes, State of Idaho Income taxes and Social Security withholdings, is likely to subject Gustavo Maldonado to adverse tax consequences, including, but not limited to, penalties and interest.

WAGE CLAIMS

Violation of Idaho Code §45-601 et seq.

56. Plaintiffs re-allege paragraphs 1 through 55 above.

57. Great White's failure to pay Jose Coronado wages in the amount of \$768.00 is in violation of Idaho Code § 45-601, et seq.

58. Great White's failure to pay Jorge Coronado wages in the amount of \$560.00 is in violation of Idaho Code § 45-601, et seq.

59. Great White's failure to pay Moises Maldonado wages in the amount of \$640.00 is in violation of Idaho Code § 45-601, et seq.

60. Great White's failure to pay Jose Maldonado wages in the amount of \$672.00 is in violation of Idaho Code § 45-601, et seq.

61. Great White's failure to pay Mario Maldonado wages in the amount of \$560.00 is in violation of Idaho Code § 45-601, et seq.

62. Great White's failure to pay Saul Maldonado wages in the amount of \$640.00 is in violation of Idaho Code § 45-601, et seq.

63. Great White's failure to pay Gustavo Maldonado wages in the amount of \$640.00 is in violation of Idaho Code § 45-601, et seq.

INDEMNIFICATION

64. Plaintiffs re-allege paragraphs 1 through 63 above.

65. Great White's failure to properly withhold Federal Income taxes, Idaho State income taxes and Social Security withholdings is in violation of federal and state tax laws.

66. Plaintiff, Jose Coronado, at all times during his employment with Great White, expected that Great White would not violate federal and state tax laws.

67. Plaintiff, Jose Coronado, to the extent he is penalized in any way by any taxing authority for Great White's failure to properly withhold taxes from his earnings is entitled to be fully indemnified, defended and held-harmless by Great White for any and all penalties, interest and/or sanctions imposed against him.

68. Plaintiff, Jorge Coronado, at all times during his employment with Great White, expected that Great White would not violate federal and state tax laws.

69. Plaintiff, Jorge Coronado, to the extent he is penalized in any way by any taxing authority for Great White's failure to properly withhold taxes from his earnings is entitled to be fully indemnified, defended and held-harmless by Great White for any and all penalties, interest and/or sanctions imposed against him.

70. Plaintiff, Moises Maldonado, at all times during his employment with Great White, expected that Great White would not violate federal and state tax laws.

71. Plaintiff, Moises Maldonado, to the extent he is penalized in any way by any taxing authority for Great White's failure to properly withhold taxes from his earnings is entitled to be fully indemnified, defended and held-harmless by Great White for any and all penalties, interest and/or sanctions imposed against him.

72. Plaintiff, Jose Maldonado, at all times during his employment with Great White, expected that Great White would not violate federal and state tax laws.

73. Plaintiff, Jose Maldonado, to the extent he is penalized in any way by any taxing authority for Great White's failure to properly withhold taxes from his earnings is entitled to be fully indemnified, defended and held-harmless by Great White for any and all penalties, interest and/or sanctions imposed against him.

74. Plaintiff, Mario Maldonado, at all times during his employment with Great White, expected that Great White would not violate federal and state tax laws.

75. Plaintiff, Mario Maldonado, to the extent he is penalized in any way by any taxing authority for Great White's failure to properly withhold taxes from his earnings is entitled to be

fully indemnified, defended and held-harmless by Great White for any and all penalties, interest and/or sanctions imposed against him.

76. Plaintiff, Saul Maldonado, at all times during his employment with Great White, expected that Great White would not violate federal and state tax laws.

77. Plaintiff, Saul Maldonado, to the extent he is penalized in any way by any taxing authority for Great White's failure to properly withhold taxes from his earnings is entitled to be fully indemnified, defended and held-harmless by Great White for any and all penalties, interest and/or sanctions imposed against him.

78. Plaintiff, Gustavo Maldonado, at all times during his employment with Great White, expected that Great White would not violate federal and state tax laws.

79. Plaintiff, Gustavo Maldonado, to the extent he is penalized in any way by any taxing authority for Great White's failure to properly withhold taxes from his earnings is entitled to be fully indemnified, defended and held-harmless by Great White for any and all penalties, interest and/or sanctions imposed against him.

ATTORNEY FEES

80. As a direct and proximate cause of Great White's violations of the law, Plaintiffs have been required to retain legal counsel for the purposes of prosecuting this action and has retained the law firm of Huntley Park, LLP, and has agreed to pay reasonable attorneys' fees which they are entitled to recover from Defendant pursuant to Idaho Code §45-601 and Idaho Code § 12-120 and Idaho Rules of Civil Procedure, Rule 54.

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

Jose Coronado

1. Judgment be entered against Defendant and in favor of Plaintiff Jose Coronado in the amount of \$768.00.

2. Judgment be entered against Defendant and in favor of Plaintiff Jose Coronado requiring Great White to indemnify, defend and hold Plaintiff Jose Coronado harmless from any and all penalties, sanctions, interest and/or additional taxes imposed against Plaintiff Jose Coronado for Defendant Great White's violation of any/and all federal or state tax laws.

3. That Plaintiff Jose Coronado's judgment for wages be trebled pursuant to Idaho Code, §45-615.

4. That Plaintiff Jose Coronado be awarded his reasonable costs and attorney fees.

Jorge Coronado

5. Judgment be entered against Defendant and in favor of Plaintiff Jorge Coronado in the amount of \$560.00.

6. Judgment be entered against Defendant and in favor of Plaintiff Jorge Coronado requiring Great White to indemnify, defend and hold Plaintiff Jorge Coronado harmless from any and all penalties, sanctions, interest and/or additional taxes imposed against Plaintiff Jorge Coronado for Defendant Great White's violation of any/and all federal or state tax laws.

7. That Plaintiff Jorge Coronado's judgment for wages be trebled pursuant to Idaho Code, §45-615.

8. That Plaintiff Jorge Coronado be awarded his reasonable costs and attorney fees.

Moises Maldonado

9. Judgment be entered against Defendant and in favor of Plaintiff Moises Maldonado in the amount of \$640.00.

10. Judgment be entered against Defendant and in favor of Plaintiff Moises Maldonado requiring Great White to indemnify, defend and hold Plaintiff Moises Maldonado harmless from any and all penalties, sanctions, interest and/or additional taxes imposed against Plaintiff Moises Maldonado for Defendant Great White's violation of any/and all federal or state tax laws.

11. That Plaintiff Moises Maldonado's judgment for wages be trebled pursuant to Idaho Code, §45-615.

12. That Plaintiff Moises Maldonado be awarded his reasonable costs and attorney fees.

Jose Maldonado

13. Judgment be entered against Defendant and in favor of Plaintiff Jose Maldonado in the amount of \$672.00.

14. Judgment be entered against Defendant and in favor of Plaintiff Jose Maldonado requiring Great White to indemnify, defend and hold Plaintiff Jose Maldonado harmless from any and all penalties, sanctions, interest and/or additional taxes imposed against Plaintiff Jose Maldonado for Defendant Great White's violation of any/and all federal or state tax laws.

15. That Plaintiff Jose Maldonado's judgment for wages be trebled pursuant to Idaho Code, §45-615.

16. That Plaintiff Jose Maldonado be awarded his reasonable costs and attorney fees.

Mario Maldonado

17. Judgment be entered against Defendant and in favor of Plaintiff Mario Maldonado in the amount of \$560.00.

18. Judgment be entered against Defendant and in favor of Plaintiff Mario Maldonado requiring Great White to indemnify, defend and hold Plaintiff Mario Maldonado harmless from any and all penalties, sanctions, interest and/or additional taxes imposed against Plaintiff Mario Maldonado for Defendant Great White's violation of any/and all federal or state tax laws.

19. That Plaintiff Mario Maldonado's judgment for wages be trebled pursuant to Idaho Code, §45-615.

20. That Plaintiff Mario Maldonado be awarded his reasonable costs and attorney fees.

Saul Maldonado

21. Judgment be entered against Defendant and in favor of Plaintiff Saul Maldonado in the amount of \$640.00.

22. Judgment be entered against Defendant and in favor of Plaintiff Saul Maldonado requiring Great White to indemnify, defend and hold Plaintiff Saul Maldonado harmless from any and all penalties, sanctions, interest and/or additional taxes imposed against Plaintiff Saul Maldonado for Defendant Great White's violation of any/and all federal or state tax laws.

23. That Plaintiff Saul Maldonado's judgment for wages be trebled pursuant to Idaho Code, §45-615.

24. That Plaintiff Saul Maldonado be awarded his reasonable costs and attorney fees.

Gustavo Maldonado

25. Judgment be entered against Defendant and in favor of Plaintiff Gustavo Maldonado in the amount of \$640.00.

26. Judgment be entered against Defendant and in favor of Plaintiff Gustavo Maldonado requiring Great White to indemnify, defend and hold Plaintiff Gustavo Maldonado harmless from any and all penalties, sanctions, interest and/or additional taxes imposed against Plaintiff Gustavo Maldonado for Defendant Great White's violation of any/all federal or state tax laws.

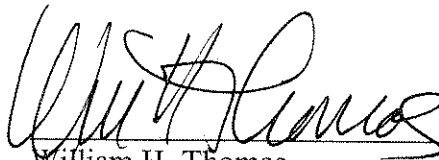
27. That Plaintiff Gustavo Maldonado's judgment for wages be trebled pursuant to Idaho Code, §45-615.

28. That Plaintiff Gustavo Maldonado be awarded his reasonable costs and attorney fees.

29. For such other relief as the Court deems reasonable and just.

DATED this 18th day of August, 2003.

HUNTLEY PARK, LLP



William H. Thomas
Attorney for Plaintiffs

ORIGINAL

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OCT 0 2 2003
Ada County Clerk

NO. _____ FILED _____
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OCT 08 2003
J. DAVID NAVARRO, CLERK
[Signature]
DEPUTY

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, COUNTY OF ADA

JOSE CORONADO, JORGE)
CORONADO, MOISES MALDONADO,)
JOSE MALDONADO, MARIO)
MALDONADO, SAUL MALDONADO,)
and GUSTAVO MALDONADO,)

Case No. CV OC 0306447

Plaintiffs,)

ORDER FOR DEFAULT

vs.)

MARTIN PALASCH and CAROLYN)
PALASCH, d/b/a GREAT WHITE,)
DRYWALL, INC.,)

Defendants.)

IT APPEARING To the Court from the Affidavit of Plaintiffs' attorney in the above-entitled action that the Defendants are citizens of Ada County, State of Idaho, and for a period of ninety (90) days have not been persons in the military service of the United States as defined by ORDER FOR DEFAULT, P. 1

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Section 101(1) of the Act of Congress approved October 17, 1940, as amended, and cited as the Soldier's and Sailors' Relief Act of 1940, as defined by any other Act of Congress or of the State Legislature duly adopted and approved; and that said Defendants are adults and are not incompetent persons; and that the said Defendants have been regularly served with process and have failed to appear and answer the Plaintiffs' Complaint on file herein; and the time allowed by law for answering having expired; the default of the Defendants, Martin Palasch and Carolyn Palasch, d/b/a Great White Drywall, Inc., in the premises is hereby entered according to law.

DATED This ____ day of _____, 2003.

Under 10-6-03
~~CLERK~~ *Magistrate Judge*

State of Idaho)
County of Ada) ss
Certificate of Service)

I, the undersigned, do hereby certify that I have mailed, by United States Mail, one copy of the above document as notice pursuant to Rule 77 (d) I.C.R. to each of the attorneys / parties of record in this cause.

Dated this 8 day of Oct 2003

J. DAVID NAVARRO, Clerk

By: *[Signature]* Deputy Clerk