

**UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO**

**Civil Case No.**

**ERICK ONTIVEROS MOLINA,**

**Plaintiff,**

**v.**

**EAGLE STEEL, LLC,**

**ROBERTO RAMIREZ , an individual, and HORTENCIA RAMIREZ, an individual,**

**Defendants.**

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**COMPLAINT**

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**INTRODUCTION**

1. This is an independent contractor misclassification construction worker wage claim. Plaintiff Erick Ontiveros Molina (“Plaintiff”) worked as a welder and team lead/foreman for Defendants’ steel company for a little over a year, from late 2021, to early 2023. When he worked more than 40 hours a week they did not pay him at a “time and a half” rate, and they also did not pay him for all hours he worked.
2. To challenge these and other wage violations, Plaintiff brings this action, by and through his attorneys, against Defendants Eagle Steel, LLC, Roberto Ramirez, an individual, and Hortencia Ramirez, an individual, to recover unpaid or underpaid wages and other damages under the provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* (hereinafter “FLSA”), the Colorado Wage Claim Act, §8-4-101, *et seq.* and the Colorado Minimum Wage Act, C.R.S. §8-6-101, *et seq.*, as implemented by Colorado Overtime and Minimum Pay Standards Orders (“COMPS”) (collectively, “CWCA”).

3. Plaintiff also brings conversion claims based on Defendants' failure to pay him all the compensation he was owed.
4. Plaintiff also brings breach of contract claims based on failure to reimburse certain business expenses, and also as an alternative theory of relief regarding the hours he worked but was not paid for.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. § 1331, by virtue of federal questions, 29 U.S.C. § 201 *et seq.* of the FLSA.
6. This Court has supplemental jurisdiction over Plaintiff's state law claims by authority of 28 U.S.C. § 1367.
7. Venue lies with this Court pursuant to 28 U.S.C. § 1391(b) and 29 U.S.C. § 201 *et seq.* A significant portion of the events giving rise to the instant litigation occurred at the Defendants' company which is based at 37207 E 124<sup>th</sup> Ave., Hudson, Colorado 80642, and one or more of the Defendants named herein resides in this district.

### **PARTIES**

#### **Defendant Eagle Steel, LLC**

8. Defendant Eagle Steel, LLC (hereinafter "Eagle Steel") is a corporation doing business within Adams County, whose principal place of business is located at 37207 E 124<sup>th</sup> Ave., Hudson, Colorado 80642. Its registered agent is listed with the Colorado Department of State as Roberto & Hortencia Ramirez at the same address.
9. Eagle Steel performs projects of varying sizes for a combination of residential and commercial customers. As one example, Plaintiff has worked on a metal stairway for a multi-story apartment complex, and has assisted with steel balconies affixed to apartment

complexes.

10. At all relevant times, Defendant Eagle Steel had annual gross revenues in excess of \$500,000.

11. Although Plaintiff was not privy to Defendants' financial records, he does estimate that approximately 10 people worked for Eagle Steel at any given time. As alleged below Plaintiff's most recent pay rate was \$29 per hour and he alleges that he regularly worked more than 40 hours a week. However, if one assumes an hourly rate of \$25 an hour times just 40 hours a week for 50 weeks a year that is \$50,000 per worker. That times ten is \$500,000 just in payroll costs alone. Because the cost of materials and equipment involved in steel work is not insignificant (relative to other industries in which purchases of materials with which to perform the business's work are less at issue) it is reasonable to infer that the company must have had gross revenues reasonably in excess of \$500,000 in order to pay for labor costs, materials, insurance, and other costs of the business, plus some amount of profit for the owners. According to the secretary of state filings, the LLC was formed 2/26/2019, so it is also reasonable to assume that the company must have made enough profit to at least cover its expenses as described in order to remain in operation.

12. Upon information and belief Defendant Eagle Steel purchases supplies, equipment and other necessary items to run its construction business and serve its customers from out of state vendors selling such supplies and equipment originating outside the state of Colorado. Defendant Eagle Steel also accepts payments by credit cards and, upon information and belief, utilizes the phone and internet lines to accept and transmit payments.

13. At all relevant times, Defendant Eagle Steel was engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§

206(a) and 207(a).

14. At all times material to this action, Defendant Eagle Steel was subject to the FLSA and was an “employer” of the Plaintiff, as defined by § 203(b) of the FLSA.

**Individual Defendants**

15. Defendants Roberto and Hortencia Ramirez (the “Ramirezes”), husband and wife, reside at 37207 E 124<sup>th</sup> Ave., Hudson, Colorado 80642, Adams County, upon information and belief.

16. Plaintiff’s primary supervisor was Roberto Ramirez.

17. In Plaintiff’s experience, Mr. Ramirez was more actively involved in the day to day operations of the business than Ms. Ramirez was. Mr. Ramirez had the power and authority to hire and fire, set rates of pay, direct his work activities, and otherwise act as his “boss.”

18. Plaintiff was unclear as to what Ms. Ramirez’s role was in the company. He did not interact with her very much.

19. Upon information and belief, Ms. Ramirez does, like Mr. Ramirez, have an ownership interest in the company. In addition, she is listed along with Mr. Ramirez as the registered agent for the company. Due to her status as owner and/or wife of an owner and “main boss” of the company, while she may not have exercised it much, she did have the power and authority to hire, fire, set rates of pay, make business and pay decisions, etc. For example, if Mr. Ramirez had become unavailable for some reason, she would have had the ability to step in and “run the show.”

20. At all times material to this action, Defendant Roberto Ramirez was an “employer” of the Plaintiff, as defined by § 203(b) of the FLSA and CWA.

21. At all times material to this action, Defendant Hortencia Ramirez was an “employer” of the Plaintiff, as defined by § 203(b) of the FLSA and CWA.

**Plaintiff Erick Ontiveros Molina**

22. Plaintiff Erick Ontiveros Molina is a resident of Commerce City, Colorado, which is in Adams County.

23. Plaintiff worked for Eagle Steel as a welder and foreman for about 14 months, from November 1, 2021, to January 31, 2023, or thereabouts.

24. Defendants paid Plaintiff on an hourly basis.

25. Plaintiff’s starting rate of pay was \$25 per hour, then after a couple of months it went to \$26 per hour, then to \$27 about a month later, then to \$29 per hour a couple months later, for the remainder of his tenure with Defendants.

26. While working in this capacity, Plaintiff Ontiveros Molina was expected to record time worked on a handwritten daily log.

27. Defendants are in possession of Plaintiff’s time records.

28. Typically Plaintiff started work at around 7:00AM and stopped work at around 5:00PM. He usually worked 6 days per week. Generally he would get about a half hour for a lunch break.

29. When Plaintiff worked more than 40 hours a week, he was paid at his normal “straight time” rate of pay.

30. Defendants did not pay Plaintiff at a rate of one and one half times his normal hourly rate for all hours over 40 worked in a workweek or over 12 hours in a day.

31. Defendants “shaved” or improperly adjusted Plaintiff’s time by removing hours worked from his time logs, or by paying him for fewer hours than he had logged or that were

compensable.

32. Further, Defendants reimbursed Plaintiff for certain business expenses, including for fuel.

However, they did not reimburse him for all such expenses that he incurred.

### **LEGAL CLAIMS**

#### **As And For A First Cause of Action: FAIR LABOR STANDARDS ACT (FLSA) VIOLATIONS**

33. Plaintiff realleges and incorporates by reference each allegation contained in the paragraphs above, and by reference replead and incorporate them as though fully set forth here.

#### ***Failure To Pay Time Overtime Properly***

34. Defendants failed to compensate Plaintiff at a rate of one and one half times their normal hourly rate(s) for all hours over 40 worked in a workweek, in violation of the FLSA.

#### ***Record-Keeping Failures***

35. At all relevant times, Defendants failed to make, keep, and preserve accurate records regarding the wages, hours, and other conditions of employment of Plaintiff in contravention of the FLSA and affiliated Regulations, 29 U.S.C. §§ 211(c), 215(a)(5) and 29 C.F.R. § 516. (Plaintiff does not seek independent damages related to these failures.)

#### ***Willful & Not Based On Good Faith & Entitlement to Damages***

36. Defendants had no good faith basis for believing that their pay practices as alleged above were in compliance with the law.

37. At all relevant times, Defendants knew of the FLSA's requirements regarding minimum wage and overtime. In paying Plaintiff in the manner in which they did, Defendants knowingly violated the mandates of the FLSA.

38. The foregoing conduct constitutes a "willful" violation of the FLSA, 29 U.S.C. § 255(a).

39. As a result of the violations by Defendant of the FLSA, the Plaintiff is entitled to all damages available under the FLSA which include, but are not limited to, all unpaid overtime, liquidated damages, attorney fees, costs, and interest, as set forth in the FLSA, more specifically 29 U.S.C. § 216(b).

**As And For A Second Cause of Action:  
COLORADO WAGE ACT VIOLATIONS**

40. Plaintiff realleges and incorporates by reference each allegation contained in the paragraphs above, and by reference repleads and incorporates them as though fully set forth here.

41. The Defendants were Plaintiff's "employer" as that term is defined by the COMPS. 7 C.C.R. 1103-1(1.6).

42. Plaintiff is Defendants' "employee" as that term is defined by the COMPS because he performed labor for the benefit of Defendants in which Defendants commanded when, where, and how much labor or services would be performed. 7 C.C.R. 1103-1(2).

***Failure to Pay Weekly Overtime Premiums***

**(Violation of the Colorado Wage Act, C.R.S. §§ 8-4-109; C.R.S. § 8-6-101 *et seq*, 7 C.C.R. 1103-1(4))**

43. Plaintiff worked more than 40 hours at least some workweeks.

44. Defendants do not pay the Plaintiff overtime premiums for hours worked over 40 in each workweek.

45. As a result, Plaintiff has suffered lost wages and lost use of those wages in an amount to be determined at trial.

46. Plaintiff is entitled to recover in a civil action the unpaid balance of the full amount of the wages owed to him and penalties. C.R.S. § 8-4-109; 7 C.C.R. 1103-1(18).

47. Defendants violated the CWA as implemented by the COMPS, when they failed to pay the

Plaintiff overtime premiums for hours worked over 40 in each given workweek or 12 hours per day. 7 C.C.R. §1103-1(4).

48. For any and all time worked by all Plaintiff, or to be credited to all Plaintiff during a workweek, Plaintiff is entitled to pay at his regular rate of pay for work up to 40 hours of work per workweek, and at time-and-a-half for all of work over 40 hours per workweek or 12 hours per day.

***Failure to Pay All Earned Wages***  
(Violation of the C.R.S. § 8-4-109)

49. Plaintiff has been separated from employment with Defendants.

50. Defendants have failed to pay Plaintiff all his wages and compensation earned during Plaintiff's employment, as described above.

***Failure to Pay Wages In Response to Wage Demand***  
(Violation of the C.R.S. § 8-6-109)

51. Plaintiff, through counsel, issued a Demand for Payment of Wages notice dated April 2, 2024.

52. Defendants have not tendered any payment in response to this demand.

53. More than 14 days has elapsed since April 2, 2024.

54. Therefore, Defendants owes plaintiff statutory penalties in the amounts set forth in C.R.S. § 8-4-109.

***Record-Keeping Failures; Failure to Provide Pay Stubs***  
(Violation of the CMWA, C.R.S. §§ 8-6-101, *et seq.*, Wage Order 7 C.C.R. 1103-1(12))

55. Defendants failed to provide a paystub, or an itemized earnings statement of this information, to Plaintiff for each pay period. C.R.S. 8-4-103(4); C.R.S. §§ 8-6-101, *et seq.*, Wage Order/COMPS 7 C.C.R. 1103-1(12)). (Plaintiff does not seek independent damages related to these failures.)



***Damages***

56. Plaintiff is entitled to recover in this civil action the unpaid balance of the full amount of unpaid wages, underpaid minimum wages, and/or underpaid overtime wages that are owed and appropriate penalties, together with reasonable attorney fees and court costs. C.R.S. § 8-6-118; 7 C.C.R § 1103-1(18).

**As And For A Third Cause of Action:  
CONVERSION/ THEFT OF SERVICES**

57. Plaintiff realleges and incorporates by reference each allegation contained in the paragraphs above, and by reference repleads and incorporates them as though fully set forth here.
58. By failing to pay the Plaintiff all of his owed compensation, Defendants have committed theft of services, regardless of his classification as employee or contractor.
59. Pursuant to COMPS § 8.4, “It is theft under the Criminal Code (C.R.S. § 18-4-401) if an employer or agent: willfully refuses to pay wages or compensation, or falsely denies the amount of a wage claim, or the validity thereof, or that the same is due, with intent to secure for himself, herself, or another person any discount upon such indebtedness or any underpayment of such indebtedness...”
60. Pursuant to CRS § 18-4-405, Defendants are liable to the Plaintiff for three times the amount of the actual damages sustained in addition to costs of the action and reasonable attorney fees.

**As And For A Fourth Cause of Action:  
BREACH OF CONTRACT / UNJUST ENRICHMENT**

61. Plaintiff realleges and incorporates by reference each allegation contained in the paragraphs above, and by reference repleads and incorporates them as though fully set forth

here.

62. To the extent that Plaintiff's unreimbursed business expenses were to fall outside the coverage of the wage and/or tort laws, Plaintiff claims damages related to these under state common law theories of breach of contract and/or unjust enrichment.

63. In the unlikely event Plaintiff was to be found to be properly classified as an independent contractor, Plaintiff seeks damages for the compensable hours for which he was not paid at all under state common law theories of breach of contract and/or unjust enrichment.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- (A) Unpaid and underpaid wages due under the FLSA and the CWCA; and
- (B) Liquidated damages in the amount of their unpaid FLSA wages pursuant to 29 U.S.C. § 216(b); and
- (C) Statutory damages as provided for the CWCA; and
- (D) Conversion damages; and
- (E) Interest; and
- (F) Costs of this action together with reasonable attorneys' fees; and
- (G) Such other and further relief as this Court deems necessary and proper.

### **DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by the complaint.

Respectfully submitted, this 24<sup>th</sup> day of May, 2024.

ANDERSONDODSON, P.C.

s/ Penn Dodson

**Penn A. Dodson**

*penn@andersondodson.com*

CO Bar Reg No. 54677

11 Broadway, Suite 615

New York, NY 10004

(212) 961-7639 tel.

Attorneys for Plaintiff

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## VERIFICATION

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I declare under penalty of perjury under the law of Colorado that the foregoing Complaint is true and correct.

I've had the opportunity to go over this in Spanish and to the best of my understanding all of the contents are true and accurate.

*Declaro bajo pena de perjurio según la ley de Colorado que la denuncia anterior es verdadera y correcta.*

*He tenido la oportunidad de repasar esto en español y, según tengo entendido, todo el contenido es verdadero y preciso.*

Executed on 5/24/2024 at 5/24/2024 Commerce City, CO 80022  
(date) (city or other location, and state)  
(fecha) (ciudad y estado)

Erick Ontiveros Molina

Printed Name of Plaintiff  
(nombre del demandante)

DocuSigned by:  
Erick Ontiveros Molina  
C40DEC853A864F1...  
Signature of Plaintiff  
(firma del demandante)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Erick Ontiveros Molina,

(b) County of Residence of First Listed Plaintiff Adams  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Penn Dodson Anderson Dodson P.C.  
11 Broadway, Suite 615  
New York, NY 10004 (212) 961-7639

## DEFENDANTS

Eagle Steel, LLC, Roberto Ramirez, an individual, and Hortencia Ramirez, an individual,

County of Residence of First Listed Defendant Adams  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         | PTF                        | DEF                        |                                                               | PTF                        | DEF                        |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S. Code Section 201 - et seq the F.L.S.A.Brief description of cause:  
Wage Claim☐ AP Docket

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

May 24, 2024

SIGNATURE OF ATTORNEY OF RECORD

s/Penn Dodson

## FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_