

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT

MATTHEW SUTTON and AMIE
ARESTANI, on behalf of themselves and all
others similarly situated,

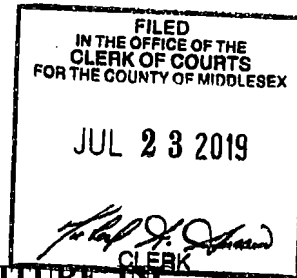
Plaintiffs,

v.

JORDAN'S FURNITURE, INC.,

Defendant.

Civil Action No. 19-01763



**ANSWER OF DEFENDANT JORDAN'S FURNITURE, INC.
TO CLASS ACTION COMPLAINT OF PLAINTIFF MATTHEW SUTTON**

Defendant Jordan's Furniture, Inc. ("Jordan's"), as and for its Answer to the Class Action Complaint of Plaintiff Matthew Sutton ("Sutton"), states as follows:¹

1. Paragraph 1 states only legal conclusions, to which no answer is required. To the extent Paragraph 1 is deemed to contain factual allegations, Jordan's denies them.
2. Jordan's admits that: it is a Massachusetts corporation that owns and operates furniture retail stores in Massachusetts and other states; it employs sales representatives to work at those stores; and its sales representatives are paid partly on a commission basis. Jordan's denies all remaining allegations in Paragraph 2.
3. Jordan's denies the allegations in Paragraph 3.

¹ Jordan's is moving to dismiss the claims of Plaintiff Amie Arestani ("Arestani") for lack of subject matter jurisdiction, pursuant to Mass. R. Civ. P. 12(b)(1). Consequently, no answer as regards Arestani is due at this time.

THE PARTIES

4. Jordan's admits that Sutton is an adult, and that Sutton worked for Jordan's as a sales representative during a portion of the period from 2016 to 2019. Jordan's lacks knowledge or information sufficient to form a belief to the truth of the allegation that Sutton resides in Wareham, Massachusetts. Jordan's denies all remaining allegations in Paragraph 4.

5. The allegations in Paragraph 5 pertain solely to Arestani, as to whom Jordan's is moving to dismiss the Complaint, pursuant to Mass. R. Civ. P. 12(b)(1); therefore, no answer is required at this time.

6. Paragraph 6 states only legal conclusions, to which no answer is required. To the extent Paragraph 6 is deemed to contain factual allegations, Jordan's denies them.

7. Jordan's admits that it is a Massachusetts corporation, with a principal place of business at 450 Revolutionary Drive, East Taunton, Massachusetts, and has more than one location in Massachusetts and other states. Jordan's denies all remaining allegations in Paragraph 7.

JURISDICTION AND VENUE

8. Paragraph 8 states only legal conclusions, to which no answer is required. To the extent Paragraph 8 is deemed to contain factual allegations, Jordan's denies them.

9. Paragraph 9 states only legal conclusions, to which no answer is required. To the extent Paragraph 9 is deemed to contain factual allegations, Jordan's admits that it maintains a usual place of business in Natick, Middlesex County, Massachusetts.

STATEMENT OF FACTS

10. Jordan's admits that it is a Massachusetts corporation which owns and operates furniture retail stores in Massachusetts and other states, and that it employs sales representatives to work at those stores. Jordan's denies all remaining allegations in Paragraph 10.

11. Jordan's admits that it pays its sales representatives, in part, on a commission basis. Jordan's denies all remaining allegations in Paragraph 11.

12. Jordan's denies the allegations in Paragraph 12.

13. Jordan's denies the allegations in Paragraph 13.

14. Jordan's admits that some of its sales representatives at times work more than 40 hours in a workweek and/or on holidays and/or Sundays. Jordan's denies all remaining allegations in Paragraph 14.

15. Jordan's admits that Sutton: worked as a sales representative in the Natick, Massachusetts store; was paid, in part, on a commission basis, except during training weeks; and was paid an hourly rate during training weeks. Jordan's denies all remaining allegations in Paragraph 15.

16. The allegations in Paragraph 16 pertain solely to Arestani, as to whom Jordan's is moving to dismiss the Complaint, pursuant to Mass. R. Civ. P. 12(b)(1); therefore, no answer is required at this time.

17. As regards Sutton, Jordan's denies the allegations in Paragraph 17. As regards Arestani, Jordan's is moving to dismiss the Complaint, pursuant to Mass. R. Civ. P. 12(b)(1); therefore, no answer is required at this time.

CLASS ALLEGATIONS

18. Paragraph 18 states only legal conclusions, to which no answer is required. To the extent Paragraph 18 is deemed to contain factual allegations, Jordan's denies them.

19. Paragraph 19 states only legal conclusions, to which no answer is required. To the extent Paragraph 19 is deemed to contain factual allegations, Jordan's denies them.

20. Paragraph 20 states only legal conclusions, to which no answer is required. To the extent Paragraph 20 is deemed to contain factual allegations, Jordan's denies them.

21. Paragraph 21 states only legal conclusions, to which no answer is required. To the extent Paragraph 21 is deemed to contain factual allegations, Jordan's denies them.

22. Paragraph 22 states only legal conclusions, to which no answer is required. To the extent Paragraph 22 is deemed to contain factual allegations, Jordan's denies them.

23. Paragraph 23 states only legal conclusions, to which no answer is required. To the extent Paragraph 23 is deemed to contain factual allegations, Jordan's denies them.

ADMINISTRATIVE FILING

24. As regards Sutton, Jordan's lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24. As regards Arestani, Jordan's is moving to dismiss the Complaint, pursuant to Mass. R. Civ. P. 12(b)(1); therefore, no answer is required at this time.

**COUNT I – FAILURE TO PAY OVERTIME
M.G.L. c. 151, § 1A**

25. Paragraph 25 states only legal conclusions, to which no answer is required. To the extent Paragraph 25 is deemed to contain factual allegations, Jordan's denies them.

26. Paragraph 26 states only legal conclusions, to which no answer is required. To the extent Paragraph 26 is deemed to contain factual allegations, Jordan's denies them.

27. Paragraph 27 states only legal conclusions, to which no answer is required. To the extent Paragraph 27 is deemed to contain factual allegations, Jordan's denies them.

28. Paragraph 28 states only legal conclusions, to which no answer is required. To the extent Paragraph 28 is deemed to contain factual allegations, Jordan's denies them.

COUNT II – FAILURE TO PAY SUNDAY AND HOLIDAY PAY
M.G.L. c. 149, §§ 148 AND 150

29. Paragraph 29 states only legal conclusions, to which no answer is required. To the extent Paragraph 29 is deemed to contain factual allegations, Jordan's denies them.

30. Paragraph 30 states only legal conclusions, to which no answer is required. To the extent Paragraph 30 is deemed to contain factual allegations, Jordan's denies them.

31. Paragraph 31 states only legal conclusions, to which no answer is required. To the extent Paragraph 31 is deemed to contain factual allegations, Jordan's denies them.

32. Paragraph 32 states only legal conclusions, to which no answer is required. To the extent Paragraph 32 is deemed to contain factual allegations, Jordan's denies them.

COUNT III – REQUIRING WORK ON SUNDAYS
M.G.L. c. 149, §§ 148 AND 150

33. Paragraph 33 states only legal conclusions, to which no answer is required. To the extent Paragraph 33 is deemed to contain factual allegations, Jordan's denies them.

34. Paragraph 34 states only legal conclusions, to which no answer is required. To the extent Paragraph 34 is deemed to contain factual allegations, Jordan's denies them.

35. Paragraph 35 states only legal conclusions, to which no answer is required. To the extent Paragraph 35 is deemed to contain factual allegations, Jordan's denies them.

JURY DEMAND

36. Paragraph 36 states only legal conclusions, to which no answer is required. To the extent Paragraph 36 is deemed to contain factual allegations, Jordan's denies them.

AFFIRMATIVE DEFENSES

1. The Complaint, including each and every count thereof, fails to state a claim on which relief could be granted.

2. This Court lacks subject matter jurisdiction over the claims asserted by Arestani.

3. Plaintiffs' claim are barred, in whole or in part, by the statute of limitations.

4. Plaintiffs' claims are barred, in whole or in part, by failure to exhaust administrative remedies.

5. Arestani's claims fail because, at all relevant times, she was employed outside of Massachusetts.

6. Plaintiffs' claims fail because Plaintiffs have been paid all wages due and owing to them.

7. Plaintiffs' claims fail because all compensation to Plaintiffs was calculated and paid in accordance with Massachusetts law.

8. Plaintiffs' claims fail because all compensation to Plaintiffs was paid in accordance with Massachusetts law as interpreted by the relevant state agencies in their written opinion letters.

9. Plaintiffs have suffered no damages.

10. Plaintiffs' class allegations fail because Plaintiffs have not adequately defined the putative class.

11. Plaintiffs' class allegations fail because the putative class does not satisfy the numerosity requirement.

12. Plaintiffs' class allegations fail because the putative class does not satisfy the commonality requirement.

13. Plaintiffs' class allegations fail because the putative class does not satisfy the typicality requirement.

14. Plaintiffs' class allegations fail because the putative class does not satisfy the adequacy requirement.

15. Plaintiffs' class allegations fail because the putative class does not satisfy the predominance requirement.

16. Plaintiffs' class allegations fail because a class action is not superior to other available methods for the fair and efficient adjudication of the controversy.

17. Any allegation not specifically admitted herein is expressly denied.

18. Jordan's reserves the right during or after discovery to assert such additional defenses as may be appropriate.

WHEREFORE, Jordan's respectfully requests that the Court deny Plaintiffs any relief, dismiss the Complaint with prejudice, and award Jordan's its costs relating to this action, including attorneys' fees to the extent allowed by law.

JORDAN'S FURNITURE, INC.,
By its attorneys,



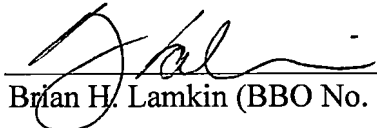
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CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of July, 2019, I caused a copy of the foregoing to be served by email and first-class mail, postage prepaid, on Hillary Schwab and Brant Casavant, Fair Work P.C., 192 South Street, Suite 450, Boston, MA 02111, counsel for Plaintiffs.



Brian H. Lamkin (BBO No. 635688)