

## **Exhibit A**

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

<b>COREY LONDON, <i>et al.</i>,</b>	:	Case No: 1:23-cv-00107-MRB
	:	
<b>Plaintiffs,</b>	:	<b>JUDGE MICHAEL R. BARRETT</b>
	:	
v.	:	
	:	
<b>A-1 QUALITY LOGISTICAL SOLUTIONS LLC, <i>et al.</i>,</b>	:	<b><u>DECLARATION OF RICHARD</u></b>
	:	<b><u>MURSINNA</u></b>
	:	
<b>Defendants.</b>	:	

I, Richard Mursinna, hereby declare the following pursuant to 28 U.S.C. § 1746:

1. I, Richard Mursinna, am over the age of 18.
2. I have personal knowledge of the facts contained in this Declaration and I am competent to testify to the same.
3. I am a principal owner of Defendant, Empire Labor Services LLC (“Empire”). Neither A-1 Quality Logistical Solutions LLC (“A-1”) nor William Foster III have any ownership interest in Empire.
4. Empire engages independent contractors who provide warehouse-related services for Empire’s customers.
5. Defendants, East Logistics LLC (“East”) was active in 2021, and Eastern Labor LLC (“Eastern”) was active in 2022, (collectively, and together with Empire, the “LLCs”). Both East and Eastern are now dissolved entities. While such LLCs were active, I was a principal owner of each. Neither A-1 Quality Logistical Solutions LLC (“A-1”) nor William Foster III had any ownership interest in East or Eastern.

6. While East and Eastern were active, they also engaged independent contractors who provided warehouse-related services for the LLCs' respective customers.

7. Empire, East and Eastern contracted with A-1, to broker relationships with customers in need of warehouse-related services. A-1 was a client of ours who helped bring us business and we, in turn, helped their customers. I am not an owner of A-1 and I do not manage any of A-1's operations.

8. Once engaged and directed to a client site, the independent contractors were then able to place bids for projects designated by the customers, based on the customers' needs.

9. Neither Empire, East or Eastern exercised or retained direction or control over the independent contractors with respect to the bidding process, performance of agreed upon projects, or the provision of services.

10. The independent contractors engaged by Empire, East or Eastern performed various tasks on the client's site, within clients' warehouses, and handled goods after such goods were unloaded from trucks. Additionally, these independent contractors typically worked at grocery store or similar warehouses that typically delivered products to stores and endpoints in-state.

11. Each of the independent contractors acknowledged and electronically signed written contracts with one or multiple LLCs (including Empire, East or Eastern), depending on the dates of their engagement and provision of services ("Independent Contractor Agreements"). True and accurate copy of the Agreements signed by named Plaintiffs Corey London Jr., Tevin Patton, Demetrio Isaac, Robert Camel and Celton Campbell are attached hereto as **Exhibits 1, 2, 3, 4, and 5**. Empire, East or Eastern utilized the same or similar Agreement with all of the independent contractors they engaged with.

12. Each of these Independent Contractor Agreements contained, among other things, mandatory arbitration provisions. Each of the mandatory arbitration agreements provided the following language, or something similar, in paragraph 6 of the Agreements:

Contractor and Company further agrees that any issue arising under this Contract and/or arising as a result of the relationship between Contractor and Company and or Company's client, whether it is contract interpretation, breach of contract or other, shall be submitted to binding arbitration. Said arbitration shall cover all disputes arising out of or in connection with this contract. The arbitration shall take place in Cincinnati, Ohio and shall be governed by and conducted by the American Arbitration Association Rules. Each party shall be responsible for one half of the costs associated with the arbitration and each party shall pay their own attorney fees. Ohio law shall apply to the arbitration proceeding and the arbitrator will be selected at random from the American Arbitration Association list of arbitrators in Cincinnati, Ohio.

13. As part of the Independent Contractor agreements, each Independent Contractor also agreed to a more detailed arbitration provision, stating in pertinent part:

. . . [E]ach agree to use binding arbitration, instead of having claims (as defined below) heard by a court or a jury, to fully and finally resolve any dispute, claim, count, complaint, grievance, cause of action and/or controversy of any nature ("claim"), including claims now in existence or that may exist in the future, that arise out of, relate in any manner to, or have any relationship whatsoever with Contractor/Employee's seeking employment or other contracting work/jobs with the Company: (a) that Contractor/Employee may have against the Company; or (b) that the Company may have against Contractor/Employee. Without limitation, such claims include those concerning wages, overtime, compensation, penalties, bonus payments, reimbursements, commissions, and benefits; . . . claims arising out of . . . the Fair Labor Standards Act . . . as well as any claims arising under state civil rights or employment laws, including, without limitation, . . . laws governing the employment/contractor relationship; . . . and any other statutory or common law claims under any law of the United States, or any State or municipality, or any other government entity . . . **Contractor/Employee and the Company waive any rights to a trial before a judge or jury in federal, state, or local court in favor of final and binding arbitration.**

Both Company and Contractor/Employee agree that any and all arbitration shall take place in Cincinnati, Ohio and shall be governed by and conducted by the American Arbitration Association Rules. Each party shall be responsible for one half of the costs associated with the arbitration and each party shall pay their own attorney fees. Ohio law shall apply to the arbitration proceeding and the arbitrator will be selected at random from the [AAA] list of arbitrators in Cincinnati, Ohio.

\* \* \*

**Waiver of Class, Collective, and Representative Action Claims**

Except as otherwise required under applicable law, Contractor/Employee and the Company expressly intend and agree that: (1) class action, collective action, and representative action procedures shall not be asserted, nor will they apply, in any arbitration proceeding pursuant to this Agreement; (2) neither Contractor/Employee nor the Company will assert any class action, collective action, or representative action claims against each other in arbitration or otherwise; (3) Contractor/Employee and the Company shall only submit her/his/its own respective, individual claims in arbitration and will not seek to represent that interests of any other person; and (4) Contractor/Employee and the Company shall not participate in a representative capacity, or join or participate as a member of a class, collective or representative action instituted by someone else in court or arbitration pertaining to any claims encompassed by this Agreement.

14. On or about February 9, 10, and 15, 2023, prior to the filing of this lawsuit, Plaintiffs Corey London Jr., Tevin Patton, and Robert Camel, along with 17 other independent contractors, initiated claims in AAA, alleging violations of the FLSA and certain state labor laws. Upon information and belief, they were each represented by and their arbitration claims were initiated by Matt Dunn of Getman, Sweeney & Dunn, PLLC. A true and accurate copy of the arbitration demands are attached hereto as **Exhibit 6**.

15. On or about February 24, 2023, I received a copy of a letter from counsel for Plaintiffs/Claimants Matt Dunn directed to AAA, demanding that AAA stay the arbitrations. A true and accurate copy of the February 24, 2023 letter is attached hereto as **Exhibit 7**.

I declare under penalty of perjury under the laws of the United States of America that these statements are true and accurate.

Dated: May 9, 2023

  
Richard Mursinna