

Exhibit A

2025, Defendant terminated the employment of at least 100 employees at the Establishment, including Plaintiffs' employment, as part of a transfer of operations, termination of operations, or mass layoff, as those terms are defined in the Warn Act, that resulted in the total closure of the Establishment and the transfer of Defendant's business to North Carolina.

4. In violation of the Warn Act, Defendant failed to provide at least 90 days' notice of these terminations.

5. Plaintiffs bring this action on their own behalf, and on behalf of similarly situated former employees of Defendant whose employment was terminated as part of the transfer of operations, termination of operations, or mass layoff conducted by Defendant at the Establishment in February 2025, to remedy Defendant's violation of the Warn Act.

JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction of this case under article VI, § 3, ¶ 2 of the New Jersey Constitution.

7. Venue is proper in this Court under Court Rule 4:3-2(a)(3) because the cause of action arose in Morris County.

PARTIES

8. Plaintiff Jose Cartagena is a resident of Elizabeth, New Jersey, and a former employee of Defendant at the Establishment.

9. Plaintiff Dharian Sanchez is a resident of Patterson, New Jersey, and a former employee of Defendant at the Establishment.

10. Defendant PlanITROI, LLC, is a limited liability company organized under the laws of Delaware with its principal place of business at 2415 Innovation Loop, Youngsville, NC 27596, formerly at 100 Ford Rd., Denville, NJ 07834.

FACTUAL ALLEGATIONS

11. Defendant is in the business of IT asset disposition, the process of safely and efficiently retiring and refurbishing IT equipment.

12. Defendant's headquarters were previously located at the Establishment in Denville, where it employed at least 100 employees.

13. On February 10, 2025, Defendant filed a notice with the New Jersey Department of Labor and Workforce Development stating that Defendant would terminate the employment of 100 employees at the Establishment beginning February 11, 2025, in anticipation of a transfer of operations to North Carolina on February 28, 2025.

14. On February 11, 2025, Plaintiffs were informed their employment with Defendant would be terminated on or before February 28, 2025.

15. Plaintiffs' employment with Defendant was terminated on or before February 28, 2025.

16. The employment of all other employees at the Establishment was likewise terminated on or before February 28, 2025.

17. On or after February 28, 2025, Defendant closed the Establishment and moved its business to Youngsville, North Carolina, where it currently operates.

18. Defendant did not offer Plaintiffs any severance payment before terminating their employment.

19. Defendant did not pay out accrued benefits, such as accrued sick days, personal days, or vacations, as well as bonuses and health insurance benefits.

20. Plaintiff Cartagenova had a full 40 hours of paid time off ("PTO") accrued when Defendant terminated his employment.

21. Plaintiff Cartagenova requested that his PTO be paid out when his employment was terminated but his supervisors informed him he had “lost” his PTO.

22. Weeks before his employment was terminated, Plaintiff Cartagenova was told that his use of his PTO hours would be approved if he needed them, and that employees at the managerial and supervisory level (like him) enjoyed unlimited PTO per Defendant’s policy.

23. The Warn Act required Defendant to provide not less than 90 days’ notice before terminating Plaintiffs’ and similarly situated employees’ employment as part of a transfer of operations, termination of operations, or mass layoff, but it failed to do so.

24. The Warn Act required Defendant to provide severance pay equal to one week of pay for each full year of employment to Plaintiffs and similarly situated employees, and an additional four weeks of severance pay for failing to provide the notice required by the Warn Act, but it failed to do so.

CLASS ALLEGATIONS

25. Plaintiffs bring this action under Court Rule 4:32 on behalf of a putative class similarly situated former employees of Defendant (the “Class”), defined as follows:

All former employees of Defendant whose employment at the Establishment was terminated by Defendant as part of a transfer of operations, termination of operations, or mass layoff within 90 days of February 28, 2025.

26. The Class is so numerous that joinder of all members is impracticable because it contains at least 100 members.

27. There are questions of law or fact common to the Class, including whether the Warn Act required Defendant to give Plaintiffs and other Class members 90 days’ notice of the February 2025 transfer of operations, termination of operations, or mass layoff at the Establishment, and whether Defendant gave the required notice.

28. Plaintiffs' claims are typical of the Class's because they arise from the same conduct under the same statute and seek the same relief, and Plaintiffs have no interests antagonistic to other Class members.

29. Plaintiffs will fairly and adequately protect the interests of the Class because Plaintiffs share the Class interest in recovering the relief to which the Warn Act entitles them.

30. The questions of law or fact common to the Class predominate over any questions affecting only individual members because only the amount of each Plaintiff's and Class member's damages requires individualized inquiry.

31. A class action is superior to other available methods for the fair and efficient adjudication of Plaintiffs and Class members' claims because Defendant's liability to Plaintiffs and Class members will be proved by the same evidence under the same statute and because individual Class members have no or minimal interest in controlling the prosecution of separate actions.

COUNT ONE
VIOLATION OF THE WARN ACT
N.J.S.A. §§ 34:21-1, *et seq.*

32. Plaintiffs, individually and on behalf of the Class, re-allege and incorporate by reference the preceding paragraphs as if fully set forth herein.

33. Defendant was an employer subject to the Warn Act's requirements with respect to employees at the Establishment.

34. Defendant conducted a transfer of operations, termination of operations, or mass layoff at the Establishment in February 2025, which resulted in the termination of employment during a 30-day period for at least 50 employees, including Plaintiffs' employment.

35. The Warn Act required Defendant to give not less than 90 days' notice of the

February 2025 transfer of operations, termination of operations, or mass layoff at the Establishment before the first termination of employment occurred. *See* N.J.S.A. § 34:21-2.

36. Defendant failed to give the notice required by the Warn Act to Plaintiffs and other similarly situated employees.

37. The Warn Act required Defendant to provide to each employee whose employment was terminated as part of the February 2025 transfer of operations, termination of operations, or mass layoff at the Establishment severance pay equal to one week of pay for each full year of employment.

38. Because Defendant provided employees, including Plaintiffs, with less than the number of days of notification required by the Warn Act, the Warn Act required Defendant to provide those employees, including Plaintiffs, with an additional four weeks of pay.

39. Defendant failed to make the severance payments required by the Warn Act.

40. Plaintiffs and Class members are aggrieved former employees within the meaning of the Warn Act.

41. Plaintiffs and Class members are entitled to costs of the Warn Action, including reasonable attorneys' fees, and compensatory damages, including lost wages, benefits, and other remuneration, including the amount of severance pay required by the Warn Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Class, pray for the following relief:

- A. Certification of this action as a class action under Court Rule 4:32;
- B. Appointment Plaintiffs' counsel as Class counsel under Court Rule 4:32-2(g);
- C. An award of compensatory damages, including lost wages, benefits, and other

remuneration, including the amount of severance pay required by the Warn Act;

- D. An award of costs of this action, including reasonable attorneys' fees and expenses;
- E. Pre- and post-judgment interest on any amounts awarded; and
- F. Such other relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Court Rule 4:25-4, James E. Cecchi is designated as trial counsel.

CERTIFICATION

Pursuant to Court Rule 4:5-1, hereby certify that to the best of my knowledge the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no other parties who should be joined in this action at this time.

Dated: May 27, 2025

Respectfully submitted,

/s/ James E. Cecchi

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