

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

| | | |
|---|---|----------------------------|
| GREGORY TAYLOR, |) | |
| individually and on behalf of all others |) | |
| similarly situated, |) | Case No. |
| |) | |
| Plaintiff, |) | |
| v. |) | COLLECTIVE ACTION |
| |) | |
| GALAXY 1 MARKETING, INC. |) | JURY TRIAL DEMANDED |
| |) | |
| Defendant. |) | |

COMPLAINT

COMES now the Plaintiff, Gregory Taylor, by and through his attorneys, Law Offices of Douglas L. Carter, P.C., Law Offices of Charlie Dickman, LLC, and Holleman & Associates, P.A., and for his Complaint against Defendant, Galaxy 1 Marketing, Inc., (hereinafter “Defendant” or “Galaxy”), states and alleges as follows:

1. Plaintiff, a former satellite installation and repair technician employed by Defendant, brings this action for declaratory and monetary relief for Defendant’s willful failure to pay him minimum wages and overtime pay as required by federal and Missouri state law.

2. Defendant paid Plaintiff on a per task basis that did not properly compensate him for all hours worked in an effort to deliberately deny him his earned wages and overtime compensation in violation of the Fair Labor Standards Act.

3. This action arises from Defendant’s violations of Plaintiff’s rights under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and the Missouri Minimum Wage Law (“MMWL”), Mo. Rev. Stat. §§ 290.500 *et seq.*, and Missouri common law. At all times material herein, Plaintiff and those similarly situated have been entitled to the rights, protection and benefits provided under the FLSA and the MMWL.

4. Upon information and belief, other current and former employees of Defendant are also entitled to recover unpaid compensation for the reasons alleged in this Complaint. Pursuant to 29 U.S.C. § 216(b), the above-named plaintiff is permitted to maintain this action “for and in behalf of himself . . . and other employees similarly situated.” Any similarly situated employee wishing to become a party plaintiff to this action must give “his consent in writing to become such a party” and such consent must be filed with this Court. 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

5. The FLSA authorizes court actions by private parties to recover damages for violation of the FLSA’s wage and hour provisions. Jurisdiction over Plaintiff’s FLSA claims is based upon 29 U.S.C. § 216(b) and 28 U.S.C. § 1331. This Court has supplemental jurisdiction over Plaintiff’s MMWL claims pursuant to 28 U.S.C. § 1367.

6. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b) and (c), because Defendant is deemed a resident of the Western District of Missouri as it is subject to personal jurisdiction in this District. Venue in this division of the Western District of Missouri is proper because Plaintiff was employed by Defendant at its facility located in the Western Division and a substantial part of the events giving rise to Plaintiff’s claim occurred therein.

PARTIES

7. Defendant Galaxy 1 Marketing, Inc., is an Illinois corporation that conducts business in the State of Missouri, although it is not licensed to do business in this State. Galaxy currently has satellite installation offices in Colorado, Illinois, Indiana, Iowa, Massachusetts, Michigan and Missouri.¹ Galaxy’s corporate headquarters is located at 4038 Utica Ridge Road, Bettendorf, Iowa.

¹ See Galaxy’s website located at <http://www.galaxy1.tv/contact-us> (last visited November 23, 2011).

Galaxy was Plaintiff's employer within the meaning of the FLSA and MMWL at all times relevant to this Complaint. Galaxy does not have a registered agent in Missouri. Galaxy may be served through its owner and registered agent for the State of Iowa, Dennis J. Voss, at its corporate headquarters in Bettendorf, Iowa.

8. Defendant is an "enterprise" as defined by Section 3(r)(1) of the FLSA, 29 U.S.C. § 203(r)(1), and engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1)(A), 29 U.S.C. § 203(s)(1)(A).

9. Defendant's gross volume of sales made or business done has exceeded \$500,000, exclusive of excise taxes, in each of the last three years.

10. Defendant was Plaintiff's "employer" as defined by the FLSA, 29 U.S.C. § 203(d) at all times relevant to this Complaint.

11. Plaintiff Gregory Taylor is a resident of Jackson County, Missouri, and was employed by Defendant at its facility in Belton, MO, from February, 2011 to September, 2011.

12. Plaintiff was an employee of Defendant as defined by Section 3(e)(1) of the FLSA, 29 U.S.C. § 203(e)(1).

FACTUAL ALLEGATIONS

13. Defendant is, and was at all times relevant herein, in the business of providing satellite installation and repair services to DISH Network ("DISH") customers in multiple states across the midwest.

14. Plaintiff was employed by Defendant as a satellite installation and repair technician at its facility in Belton, MO.² The principal job duty of a technician is to install and repair DISH satellite television services. Plaintiff performed installation and repair services throughout the states of Missouri and Kansas.

15. Plaintiff and those similarly situated were paid on a piece rate basis per task completed on each assigned job. The amount Plaintiff was paid per piece varied depending on the type of service he was providing.

16. Plaintiff was told at the time he was hired that he would be paid \$9.00 per hour or by the job, whichever was greater. However, Plaintiff was never compensated \$9.00 per hour despite the fact that his by the job pay resulted in wages far lower than the promised hourly rate.

17. Plaintiff and those similarly situated were not compensated for all hours they worked for Defendant. Rather they were paid on a per-task basis for only those tasks designated by Defendant as compensable. Other categories of work, including “warranty” work, were not deemed compensable by Defendant. Plaintiff was required to make return trips to customers’ homes and perform services for free within the thirty (30) day warranty period proscribed by Defendant on all installation services.

18. Plaintiff’s piece-rate pay resulted in an hourly wage that did not meet the minimum wage requirements of the FLSA or the MMWL.

19. Plaintiff’s work day began at 6:00 a.m. each morning when he was required to begin checking Defendant’s online system for his daily work schedule. Plaintiff was required to wait for

² Upon information and belief, Defendant began classifying its installation technicians as employees in or around September or October 2010. Prior to that time, Defendant classified its installations technicians as independent contractors.

the “all clear” from Defendant, which occurred at approximately 7:00 a.m. each morning, before leaving for his first assignment of the day.

20. After receiving his daily scheduling, Plaintiff traveled to the location of his first assigned job and thereafter continued to complete the jobs assigned by Defendant in the proscribed order on the daily work schedule. Plaintiff was required to arrive at his first assignment each morning by 8:00 a.m. Upon arriving at each job site Plaintiff was required to check-in via telephone with Defendant.

21. When performing his work, Plaintiff was required by Defendant to wear a uniform, including a shirt bearing the “Galaxy 1” and “DISH Network” logos. Plaintiff was required to purchase the shirt from Defendant.

22. Plaintiff and those similarly situated regularly worked long hours per day and per workweek in order to complete jobs on a piece rate basis. Plaintiff and others similarly situated worked hours in excess of forty hours per workweek. On average, Plaintiff worked 10-12 hours per day, 6 days a week for a total weekly average of 60-72 hours.

23. Plaintiff and those similarly situated traveled extensively from workplace to workplace throughout the workday as a result of employment with Defendant. The travel time and work time was such that Plaintiff and those similarly situated worked overtime hours each workweek.

24. Defendant failed to compensate Plaintiff and those similarly situated at a rate of one and one-half times his regular rate of pay for the time they worked in excess of forty (40) hours each week.

25. Defendant did not pay Plaintiff and those similarly situated their wages free and clear. Rather, Plaintiff and those similarly situated were subjected to “charge backs” where Defendant would make deductions for various items used in carrying out their job duties for the benefit of Defendant.

26. During the course of their employment Plaintiff and those similarly situated were not reimbursed for travel expenses including gas and vehicle expenses. Plaintiff’s gas expenses were in excess of \$400 per week. When Plaintiff did not have personal funds sufficient to cover his gas expenses, he was allowed to use a company gas card for fuel which subjected him to a \$50.00 payroll deduction from his next paycheck. Plaintiff often pawned his personal items in order to obtain money for fuel.

27. Plaintiff and those similarly situated were required to purchase from Defendant tools and parts necessary for performing installation and repair of satellite television services. These parts included wire, connectors, screws, clips, bolts, grommets, and sealant. The cost of these tools and parts was deducted from their paycheck each pay period in varying amounts from approximately \$20 to over \$500 per pay period.

28. Plaintiff was required to use his personal computer and printer to access Defendant’s online scheduling system and print his daily schedules. Plaintiff was required to furnish his own copy paper and printer ink for printing the schedules as well as the contracts he was required to have each customer sign before returning to Defendant.

29. Plaintiff was often required to purchase poles and concrete for installing pole-mounted satellite dishes in customer’s yards because Defendant did not always keep these materials

in stock. Defendant failed and refused to reimburse Plaintiff in cash for these materials, instead offering him “free small parts” that he would typically be required to purchase from Defendant.

30. As a term and condition of his employment, Plaintiff was required to lease a van from Defendant to transport the necessary parts and tools from Defendant’s shop to each customer’s residence. The lease agreement provided for fifty-two (52) payments of \$145 per pay period. These payments were deducted from Plaintiff’s paycheck each pay period.

31. During the approximately seven (7) months Plaintiff was employed by Defendant, Plaintiff’s average bi-weekly earnings were \$956.66. Plaintiff’s average deductions for the vehicle he leased from Defendant, deductions for tools and parts, and out of pocket expenses for the benefit of Defendant per bi-weekly pay period were approximately \$588.35. The result was pre-tax earnings, bi-weekly, to Plaintiff in the average amount of \$368.31. Based on Plaintiff’s average of 60 - 72 hours worked each week (120 - 144 hours in a two-week period), Plaintiff was paid \$3.06 - \$2.55 per hour worked, far below the minimum wage provided for by federal and Missouri law.

32. Plaintiff was never provided a pay stub showing an itemized list of the deductions from his bi-weekly pay check. Defendant provided information regarding pay to Plaintiff via a website where he was able to access an itemized list of jobs performed each pay period and the amount he was to be compensated for each task completed at each job, as well as a list of the materials furnished to Plaintiff the cost of which would be deducted from his paycheck for that pay period. The funds direct deposited into Plaintiff’s account by Defendant each month were significantly less than the amounts shown on each itemized statement of earnings less materials.

33. Upon information and belief, all satellite technicians employed by Defendant are, and were at all times relevant herein, subjected to the same policies and practices as described herein.

34. Defendant has been notified on previous occasions, or should have known, about the violations of the FLSA and the MMWL. It has taken no action, despite demands and notice. Defendant's actions are willful and are taken with knowledge that its acts violate the wage and hour provisions of the FLSA and the MMWL.

35. The unlawful policy followed by Defendant has been in place for a period in excess of three (3) years and is in place at the present time.

COLLECTIVE ACTION ALLEGATIONS

36. Plaintiff brings the First and Second Claims for Relief for violations of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons who were, are, or will be employed by Defendants as satellite technicians, paid on a piece-rate basis, whose weekly income does not meet the minimum wage and overtime requirements of the Fair Labor Standards Act working in Missouri and throughout the United States, at any time within the applicable statute of limitations period.

37. The First and Second Claims for Relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. § 216(b), as prospective members of the FLSA Collective Action are similarly situated to Plaintiff and have claims that are similar to Plaintiff's First and Second Claims for Relief.

38. Questions of law and fact common to the collective action as a whole include, but are not limited to, the following:

- a. Whether Defendant unlawfully failed and continues to fail to compensate FLSA Collective Action Plaintiff and prospective FLSA Collective Action Plaintiffs below the minimum wage provisions of the FLSA, 29 U.S.C. § 201 *et seq.*;

- b. Whether Defendant unlawfully failed and continues to fail to compensate FLSA Collective Action Plaintiff and prospective FLSA Collective Action Plaintiffs one and one-half times their regular hourly rate for all hours worked in excess of forty (40) each week in violation of the FLSA, 29 U.S.C. § 201 *et seq.*;
- c. Whether Defendant's failure to pay minimum wage and overtime compensation to the FLSA Collective Action Plaintiffs was willful within the meaning of FLSA;
- d. Whether Defendant failed and continues to fail to provide accurate wage statements itemizing all actual time worked and wages earned by the FLSA Collective Action Plaintiffs.

39. Plaintiff and the FLSA Collective Action Plaintiffs are similarly situated and are and/or were subject to Defendant's common practice, policy or plan of failing to compensate them at the minimum wage required under the FLSA and of requiring them to work in excess of forty (40) hours per workweek and without paying the overtime compensation.

40. The names and addresses of the FLSA Collective Action Plaintiffs are available from Defendant, and notice should be provided to the FLSA Collective Action Plaintiffs via first class mail to their last known address as soon as possible.

FIRST CLAIM FOR RELIEF

Failure to Pay Minimum Wages in Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

(Brought by Plaintiff on Behalf of Himself and All Others Similarly Situated)

41. Plaintiff re-alleges and incorporates by reference the allegations in the paragraphs above as if they were set forth again herein.

42. At all times relevant herein, Plaintiff has been entitled to the rights, protections and benefits provided under the FLSA, 29 U.S.C. § 201, *et seq.*

43. At all relevant times, Defendant has been, and continues to be, an “employer” engaged in interstate “commerce” and/or in the production of “goods” for “commerce,” within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendants have employed and/or continue to employ “employee[s],” including Plaintiff and each of the prospective FLSA Collective Action Plaintiffs, who have been and/or continue to be engaged in interstate “commerce” and/or in the production of “goods” for “commerce,” within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendants have had gross operating revenues in excess of \$500,000.00.

44. Plaintiff has signed a Consent to Sue form pursuant to Section 16(b) of the FLSA, 29 U.S.C. §§ 216(b) and 256. By filing this Complaint, Plaintiff consents to be a collective action representative, and other individuals will sign consent forms and join as plaintiffs on this claim in the future.

45. The FLSA requires Defendant, as a covered employer, to compensate all non-exempt employees for all hours worked at a rate not less than the minimum wage set forth at 29 U.S.C. § 206. The minimum wage applicable to Plaintiff and those similarly situated from July 24, 2009, to present was \$7.25 per hour.

46. Plaintiff and all FLSA Collective Action Plaintiffs are entitled to compensation for all hours worked at a rate not less than those set out above.

47. Plaintiff and those similarly situated were routinely not compensated for certain services performed on scheduled jobs for Defendant, including “warranty” work.

48. Plaintiff and those similarly situated were not compensated for time spent each morning checking Defendant’s online scheduling system for their daily schedule and printing contracts to take to the customers of Defendant.

49. Plaintiff and those similarly situated were required to utilize their personal computers, printers, and paper and ink supplies to print their daily schedules and customer contracts. Defendant failed to reimburse Plaintiff and those similarly situated for these expenses, causing their hourly rate to drop below the federal minimum wage.

50. Plaintiff and those similarly situated employees of Defendant utilized their personal vehicle or a vehicle leased from Defendant and expended money for gas and routine maintenance from their personal financial accounts. These expenditures caused the pay of Plaintiff and those similarly situated to drop below the federal minimum wage.

51. Plaintiff and those similarly situated employees of Defendant were not reimbursed by Defendant for the mileage expenses or gas and maintenance expenses they incurred for the benefit of Defendant.

52. Defendant routinely made impermissible deductions from the pay of Plaintiff and other similarly situated employees for parts and tools necessary for the performance of their job duties causing their hourly rate to drop below the federal minimum wage.

53. At all relevant times, Defendants, pursuant to their policies and practices, failed and refused to compensate Plaintiff and the FLSA Collective Action Plaintiffs for work performed at the minimum wage required by the FLSA.

54. Defendant violated and continues to violate the FLSA, 29 U.S.C. § 201 *et seq.*, including 29 U.S.C. § 206(a)(1) by failing to pay FLSA Collective Action Plaintiffs for all hours actually worked at the minimum wage rates prescribed therein. These violations of the FLSA were knowing and willful within the meaning of 29 U.S.C. § 201 *et seq.*

55. Defendant has neither acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA. As a result thereof, Plaintiff and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid wages as described by Section 16(b) of the FLSA, codified at 29 U.S.C. § 215(b). Alternatively, should the Court find Defendant acted in good faith in failing to pay its employees minimum wage, Plaintiff and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

56. As a result of Defendant's violations of law, FLSA Collective Action Plaintiffs are entitled to recover from Defendant attorneys' fees, litigation expenses and court costs, pursuant to 29 U.S.C. § 216(b), and such other legal and equitable relief as the Court deems just and proper.

WHEREFORE, Plaintiff and all employees similarly situated who join in this collective action respectfully demand:

- a. Designation of this action as a collective action on behalf of the Collective Class and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the Collective Class apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 206(b);
- b. Judgment against Defendants for an amount equal to Plaintiff's and similarly situated employees' unpaid back wages;
- c. A finding that Defendant has violated the FLSA by failing to compensate them at the federal minimum wage;
- d. A finding that Defendant's violation of the FLSA is willful;

- e. An equal amount to the unpaid wages as liquidated damages pursuant to 29 U.S.C. § 216(b);
- f. All costs and reasonable attorneys' fees incurred prosecuting this claim pursuant to 29 U.S.C. § 216(b);
- g. An award of pre- and post- judgment interest, as provided by law; and
- h. For such further relief as the Court deems just and equitable.

SECOND CLAIM FOR RELIEF

**Failure to Pay Overtime in Violation of the
Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.***

(Brought by Plaintiff on Behalf of Himself and All Others Similarly Situated)

57. Plaintiff re-alleges and incorporates by reference the allegations in the paragraphs above as if they were set forth again herein.

58. At all times relevant herein, Plaintiff has been entitled to the rights, protections and benefits provided under the FLSA, 29 U.S.C. § 201, *et seq.*

59. At all relevant times, Defendant has been, and continues to be, an “employer” engaged in interstate “commerce” and/or in the production of “goods” for “commerce,” within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendant has employed and/or continues to employ “employee[s],” including Plaintiff and each of the prospective FLSA Collective Action Plaintiffs, who have been and/or continue to be engaged in interstate “commerce” and/or in the production of “goods” for “commerce,” within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendant has had gross operating revenues in excess of \$500,000.

60. Section 207(a)(1) of the FLSA, 29 U.S.C. § 207(a)(1), requires employers to pay non-exempt employees one and one-half times their regular rate of pay for all time worked over forty hours per workweek.

61. Plaintiff and those similarly situated were not exempt from the overtime provisions of the FLSA.

62. Plaintiff and those similarly situated employees regularly worked in excess of forty hours per workweek without overtime compensation from Defendant.

63. Defendant violated and continues to violate the FLSA, 29 U.S.C. § 201 *et seq.*, including 29 U.S.C. § 207(a)(1) by failing to pay FLSA Collective Action Plaintiffs overtime compensation for all hours worked in excess of forty each week.

64. Defendant knew or should have known that Plaintiff was entitled to overtime pay and knowingly and willfully violated the FLSA by failing to pay Plaintiff overtime compensation, therefore these violations of the FLSA were knowing and willful within the meaning of 29 U.S.C. § 201 *et seq.*

65. Defendant has neither acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA. As a result thereof, Plaintiff and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid wages as described by Section 16(b) of the FLSA, codified at 29 U.S.C. § 215(b). Alternatively, should the Court find Defendant acted in good faith in failing to pay its employees overtime compensation, Plaintiff and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

66. As a result of Defendant's violations of law, FLSA Collective Action Plaintiffs are entitled to recover from Defendant attorneys' fees, litigation expenses and court costs, pursuant to 29 U.S.C. § 216(b), and such other legal and equitable relief as the Court deems just and proper.

WHEREFORE, Plaintiff and all employees similarly situated who join in this collective action respectfully demand:

- a. Designation of this action as a collective action on behalf of the Collective Class and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the Collective Class apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 206(b);
- b. Judgment against Defendants for an amount equal to Plaintiff's and similarly situated employees' unpaid back wages and overtime pay at the applicable overtime rate;
- c. A finding that Defendant has violated the FLSA by failing to compensate them at a premium rate for overtime as required by federal law;
- d. A finding that Defendant's violation of the FLSA is willful;
- e. An equal amount to the unpaid wages as liquidated damages pursuant to 29 U.S.C. § 216(b);
- f. All costs and reasonable attorneys' fees incurred prosecuting this claim pursuant to 29 U.S.C. § 216(b);
- g. An award of pre- and post- judgment interest, as provided by law; and
- h. For such further relief as the Court deems just and equitable.

THIRD CLAIM FOR RELIEF

Violation of the Missouri Minimum Wage Law

(Plaintiff Gregory Taylor, only, on His Own Behalf)

67. Plaintiff re-alleges and incorporate by reference the allegations in the above paragraphs above as if they were set forth again herein.

68. At all relevant times, Plaintiff and other similarly situated employees have been entitled to the rights, protections, and benefits provided under the MMWL, R.S.Mo. § 290.500 *et seq.*

69. The MMWL regulates, among other things, the payment of minimum wage and overtime wages by employers. R.S.Mo. § 290.500(3) & (4); R.S.Mo. §§ 290.502.1, 290.505.1.

70. During all times relevant to this action, Defendant was the “employer” of Plaintiff and the Class within the meaning of the MMWL. R.S.Mo. §§ 290.500(3) & (4).

71. During all times relevant to this action, Plaintiff and the Class were Defendant’s “employees” within the meaning of Missouri’s wage and hour laws. R.S.Mo. § 290.500(3).

72. Pursuant to the MMWL, employees are entitled to be paid at least minimum wage for all hours worked in each workweek, and also to be compensated at a rate of not less than one and one-half times the regular rate at which such employees are employed for all work performed in excess of forty hours in a workweek. R.S.Mo. §§ 290.502.1, 290.505.1.

73. Defendant, pursuant to its policy and practice, violated the MMWL by refusing and failing to pay Plaintiff and other similarly situated employees minimum and overtime wages as required by Mo. Rev. Stat. § 290.502 and § 290.505.

74. Plaintiff and the Class are victims of a uniform and employer-based compensation

policy. This uniform policy, in violation of the MMWL, has been applied, and continues to be applied, to all Class members.

75. Plaintiff and all similarly situated employees are entitled to damages equal to all unpaid overtime wages due within two years preceding the filing of this Complaint plus periods of equitable tolling along with an additional amount as liquidated damages, as well as costs and attorneys' fees incurred in this action pursuant to Mo. Rev. Stat. § 290.527.

76. Plaintiff and the Class are entitled to an award of pre-judgment and post-judgment interest at the applicable legal rate..

77. Plaintiffs are entitled to an award of attorneys' fees and court costs pursuant to Mo. Rev. Stat. § 290.527.

WHEREFORE, Plaintiff and all employees similarly situated who join in this Class action respectfully demand:

- a. Designation of this action as a Class Action on behalf of the Class and prompt issuance of notice to all similarly situated members of the Class apprising them of the action;
- b. Judgment against Defendant for an amount equal to Plaintiff's and similarly situated employees' unpaid back wages and overtime pay at the applicable overtime rate;
- c. An equal amount to the unpaid wages and overtime damages as liquidated damages pursuant to Mo. Rev. Stat. § 290.527;
- d. Attorneys' fees and costs as allowed by Mo. Rev. Stat. § 290.527;
- e. Pre- and post-judgment interest as provided by law; and
- f. Such other relief as the Court deems fair and equitable.

DEMAND FOR JURY TRIAL

78. Plaintiff demands a trial by jury upon all issues herein.

WHEREFORE, Plaintiff prays that Defendant be summoned to appear and answer; that the Court enter a declaratory judgment, declaring that Defendants have willfully and wrongfully violated their statutory obligations, and deprived Plaintiff and all Plaintiffs similarly situated of their rights, protections and entitlements under the law, and particularly the Fair Labor Standards Act and Missouri Minimum Wage Law as alleged herein; that the Court order a complete and accurate accounting of all the compensation to which Plaintiff and all Plaintiffs similarly situated are entitled; that each Plaintiff and all Plaintiffs similarly situated be awarded monetary damages in the form of back-pay compensation, liquidated damages equal to their unpaid compensation, plus interest; that the Plaintiff and all Plaintiffs similarly situated specifically pray for a jury trial; that the Plaintiff and all Plaintiffs similarly situated should have their attorneys fees paid by Defendant as well as their expenses, costs and any disbursements required to bring this cause of action; and any other just and proper relief to which they may be entitled.

Respectfully submitted,

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