

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

**Devon Clarke, Jessica Williams, Katerina Skordas,
and Kyon Brown, on behalf of themselves and
others similarly situated**

Plaintiffs,

v.

**Guest Services, Inc., Guest Services Company of
Virginia, LLC, and Guest Services Management,
LLC**

Defendants.

CIVIL ACTION NO. 3:18cv353

COMPLAINT

Plaintiffs Devon Clarke, Jessica Williams, Katerina Skordas, and Kyon Brown respectfully move for judgment against Defendants Guest Services, Inc., Guest Services Company of Virginia, LLC, and Guest Services Management, LLC, (collectively “Guest Services” or “Defendants”) on behalf of themselves and all others similarly situated.

Introduction

1. This is a claim for unpaid overtime in violation of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq., (“FLSA”), unpaid wages under Va. Code § 40.1-29, breach of contract, and quantum meruit.

2. Plaintiffs seek unpaid overtime, liquidated damages, and attorneys’ fees and costs arising out of the Defendants’ FLSA violations on behalf of himself and others similarly situated.

3. Plaintiffs seek all unpaid and unlawfully withheld wages due pursuant to Va. Code § 40.1-29 and under the theories of breach of contract and quantum meruit.

Jurisdiction and Venue

4. This Court has jurisdiction pursuant to 29 U.S.C. § 216(b) and (c) in that the Plaintiffs may bring this action in any appropriate United States District Court. Plaintiffs seek this Court's supplemental jurisdiction pursuant to 28 U.S.C. § 1367 for their state law claims.

5. Venue is proper for this Court pursuant to 28 U.S.C. § 1391 and Local Rule 3(B)(4) since the acts and omissions giving rise to this lawsuit have taken place in the Eastern District of Virginia.

6. Defendants are subject to personal jurisdiction in the Commonwealth of Virginia.

Parties

7. Clarke is a resident of Georgia who was employed by Defendants as a housekeeper. Plaintiff was an "employee" as contemplated by the FLSA and Va. Code § 40.1-29.

8. Williams is a resident of Virginia who was employed by Defendants as a housekeeper. Plaintiff was an "employee" as contemplated by the FLSA and Va. Code § 40.1-29.

9. Skordas is a resident of Virginia who is employed by Defendants as a housekeeper. Plaintiff is an "employee" as contemplated by the FLSA and Va. Code § 40.1-29.

10. Brown is a resident of Virginia who is employed by Defendants as a housekeeper. Plaintiff is an "employee" as contemplated by the FLSA and Va. Code § 40.1-29.

11. Guest Services, Inc. is a Washington, D.C. corporation, which purports to have its

principal office in Virginia.

12. Guest Services Company of Virginia, LLC is a Delaware limited liability company, which purports to have its principal office in Virginia.

13. Guest Services Management, LLC is a Delaware limited liability company, which purports to have its principal office in Virginia.

14. On information and belief, the Defendants are related entities in the hospitality industry that operate the Fairfield Inn & Suites in Ashland, Virginia. According to filings with the Virginia State Corporation Commission, all three Defendants list their principal office as being located at 3055 Prosperity Ave., Fairfax, VA 22031 and share the same registered agent. Plaintiffs are currently unable to determine the precise corporate structure and relationship between Defendants. Plaintiffs' employee handbook merely identifies the employer as "Guest Services." Defendants are an "employer" as contemplated by the FLSA and Va. Code § 40.1-29.

Factual Allegations

15. Plaintiffs work in the housekeeping department at Defendants' Fairfield Inn & Suites in Ashland, Virginia.

16. Clarke was hired around April 2017 and was employed until around April 2018.

17. Williams was hired around September 2017 and was employed until around May 2018.

18. Skordas was hired around October 2017.

19. Brown was hired around June 2017.

20. Beginning around October 2017, Plaintiffs began noticing time being deducted

from their timesheets.

21. Plaintiffs have access to a document called Time Card Report, which shows a record of their “time punches.”

22. The Time Card Reports revealed that, in addition to Plaintiffs’ own timekeeping entries, someone from management or payroll was editing their timekeeping entries to deduct time from their timesheets.

23. On information and belief, Defendants’ had a practice of automatically deducting time for a meal break without regard to whether Plaintiffs actually received a bona fide meal break.

24. Plaintiffs frequently, if not always, worked their entire shift without taking a meal break.

25. In addition to the automatic deduction, the Time Card Reports showed that Defendants’ management employees would deduct additional time from Plaintiffs’ time records.

26. Plaintiffs have complained to their direct manager, their general manager, and higher level managers about the time deductions.

27. Defendants’ illicit timekeeping edits deprived employees of their lawfully earned wages.

28. Plaintiffs have worked more than 40 hours per week at various points in their employment.

29. Defendants’ timekeeping deductions deprived employees of overtime pay under the FLSA in any weeks in which they worked more than 40 hours.

30. Pursuant to the FLSA, Defendants are obligated to pay Plaintiffs at a time and a

half rate for all overtime hours worked. Defendants failed to do so.

31. Based on the nature of Plaintiffs' job duties, there is no FLSA exemption that would preclude them from being paid one and a half times their regular rate of pay for all hours worked in excess of 40 per week.

32. Plaintiffs were paid on an hourly basis.

33. Defendants willfully violated the FLSA by changing employees' time records and knowingly failing to pay overtime.

34. At all relevant times Defendants intended to deprive Plaintiffs of the overtime pay they were entitled to under the FLSA, or acted with reckless disregard for Plaintiffs' rights under the FLSA.

Representative Action Allegations for FLSA Claims

35. Plaintiffs file this statutorily authorized collective action pursuant to 29 U.S.C. § 216(b) as a Representative Plaintiffs.

36. Upon information and belief, Defendants employ, and have employed, multiple persons who were paid under a similar pay scheme who were paid on an hourly basis and had time deducted from their time records.

37. Upon information and belief, these employees perform, and have performed, work which entitles them to payment of overtime or minimum wage compensation which they have not received.

38. Plaintiffs have spoken with co-workers who confirmed that they too had time deducted from their pay.

39. Upon information and belief, Defendants compensated those similarly situated to

Plaintiffs on a uniform compensation basis.

40. On information and belief, Defendants' pay operations are centrally managed as a single enterprise, and all or most of Defendants' employees at the same location are paid similarly to Plaintiffs are subject to common time-keeping and payroll practices.

41. The FLSA "collective" or "class" of similarly situated employees is composed of all present and former employees of Defendants at the Ashland, Virginia Fairfield Inn & Suites who were paid under a pay scheme similar to Plaintiffs, and have been employed within three (3) years of the date of filing of this action.

42. Defendants' supervisor's policy of manipulating employees' time records to deduct time amounted to a willful or reckless disregard of its employees' rights under the FLSA.

43. Defendants had no good faith basis to believe that deducting time from employees' time records was somehow allowable under the FLSA.

44. Plaintiffs' job duties, and the job duties or those similarly situated to Plaintiffs, are not exempt from the coverage of the FLSA.

45. At all relevant times, Plaintiffs and other similarly situated employees have been entitled to the rights, protections, and benefits provided under the FLSA.

COUNT I
FLSA Violation [Collective Action]

46. Plaintiffs incorporate by reference and re-allege the preceding paragraphs as though fully set forth herein.

47. At all times relevant, Defendants engaged in a pattern or practice of not paying employees for all hours worked.

48. Defendants deducted time and wages from employees' paychecks, which

deprived them of overtime pay in all weeks in which they worked more than 40 hours and/or minimum wage.

49. At all times relevant, Defendants knew, or should have known, that the FLSA applied to Plaintiffs and others similarly situated.

50. Plaintiffs worked more than 40 hours per week without receiving overtime compensation for all hours worked over 40.

51. In any weeks where Plaintiffs worked 40 hours or less, they were deprived of a minimum wage for all hours, or portions thereof, which were unlawfully deducted.

52. Defendants knew of Plaintiffs' hours worked and of its obligation to pay overtime and/or minimum wage. However, Defendants failed to do so.

COUNT II
Breach of Contract

53. Plaintiffs incorporate by reference and re-allege the preceding paragraphs as though fully set forth herein.

54. Plaintiffs and Defendants entered into an employment agreement.

55. Pursuant to the employment agreement, Defendants agreed to compensate Plaintiffs at their specified hourly rate for all hours worked.

56. Plaintiffs performed their obligations under the contract by performing work for Defendants.

57. Defendants altered timekeeping records in order to deprive Plaintiffs of their wages.

58. Defendants breached its contract with Plaintiffs by failing to pay Plaintiffs all wages owed for the work provided.

COUNT III
Quantum Meruit

59. Plaintiffs incorporate by reference and re-allege the preceding paragraphs as though fully set forth herein.

60. In the alternative to Count II, Plaintiffs seek recovery under the doctrine of *quantum meruit*.

61. During the relevant time period, Plaintiffs provided valuable services to Defendants.

62. Defendants accepted and benefited from the services provided by Plaintiffs.

63. Defendants knew Plaintiffs expected to be paid for the services provided.

64. Defendants did not pay Plaintiffs for these services.

COUNT IV
Violation of Va. Code § 40.1-29

65. Plaintiffs incorporate by reference and re-allege the preceding paragraphs as though fully set forth herein.

66. Defendants have violated Va. Code § 40.1-29 by failing to pay Plaintiffs their wages for all hours worked.

67. Defendants have violated Va. Code § 40.1-29 by deducting wages without Plaintiffs' signed authorization.

68. Pursuant to Va. Code § 40.1-29, Plaintiffs are entitled to the payment of unpaid wages with interest, plus attorneys' fees.

PRAYER FOR RELIEF FOR COUNT I
(FLSA Unpaid Overtime Claims)

Wherefore, Plaintiffs request the following relief against Defendants:

- A. money damages for all unpaid overtime compensation;
- B. liquidated damages in an amount equal to all unpaid overtime owed to Plaintiffs;
- C. pre-judgment and post-judgment interest;
- D. an order conditionally certifying a group or groups of putative collective action members and approving a notice to be sent to all such members, notifying them of this representational lawsuit and their ability to file a written consent to join in this action without threat or fear of reprisal;
- E. reasonable attorneys' fees and costs expended in the prosecution of this case;
- F. any and all further relief permissible by law.

**PRAYER FOR RELIEF FOR COUNT II
(Breach of Contract Claims)**

Wherefore, Plaintiffs request the following Relief against Defendants:

- A. a judgment declaring that Defendants have breached their contract with Plaintiffs;
- B. a judgment awarding Plaintiffs actual compensatory damages in the amount shown to be due for unpaid wages;
- C. pre-judgment and post-judgment interest;
- D. other further relief as this Court deems necessary and proper.

**PRAYER FOR RELIEF FOR COUNT III
(Quantum Meruit Claims)**

Wherefore, Plaintiffs request the following Relief against Defendants:

Philip Justus Dean (VSB No. 86335)
Attorneys for Plaintiff
Curwood Law Firm
530 E. Main Street, Suite 710
Richmond, VA 23219
Telephone: (804) 788-0808
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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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
Devon Clarke, Jessica Williams, Katerina Skordas, Kyon Brown, on behalf of themselves and others similarly situated
(b) County of Residence of First Listed Plaintiff Atlanta, Georgia
(c) Attorney's (Firm Name, Address, and Telephone Number) Craig J. Curwood, Philip J. Dean, 530 E. Main Street, Suite 710, Richmond, VA 23219, (804) 788-0808

DEFENDANTS
Guest Services, Inc., Guest Services Company of Virginia, LLC, and Guest Services Management, LLC
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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)
(For Diversity Cases Only)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT TORTS FORFEITURE/PENALTY LABOR IMMIGRATION BANKRUPTCY SOCIAL SECURITY FEDERAL TAX SUITS OTHER STATUTES
110 Insurance 310 Airplane 362 Personal Injury - Med. Malpractice 610 Agriculture 422 Appeal 28 USC 158 400 State Reapportionment
120 Marine 315 Airplane Product Liability 365 Personal Injury - Product Liability 620 Other Food & Drug 423 Withdrawal 28 USC 157 410 Antitrust
130 Miller Act 320 Assault, Libel & Slander 368 Asbestos Personal Injury Product Liability 625 Drug Related Seizure of Property 21 USC 881 430 Banks and Banking
140 Negotiable Instrument 330 Federal Employers' Liability 370 Other Fraud 630 Liquor Laws 820 Copyrights 450 Commerce
150 Recovery of Overpayment & Enforcement of Judgment 340 Marine 371 Truth in Lending 640 R.R. & Truck 830 Patent 460 Deportation
151 Medicare Act 345 Marine Product Liability 380 Other Personal Property Damage 650 Airline Regs. 840 Trademark 470 Racketeer Influenced and Corrupt Organizations
152 Recovery of Defaulted Student Loans (Excl. Veterans) 350 Motor Vehicle 385 Property Damage Product Liability 660 Occupational Safety/Health 861 HIA (1395ff) 480 Consumer Credit
153 Recovery of Overpayment of Veteran's Benefits 355 Motor Vehicle Product Liability 690 Other 862 Black Lung (923) 490 Cable/Sat TV
160 Stockholders' Suits 360 Other Personal Injury 710 Fair Labor Standards Act 863 DIWC/DIWW (405(g)) 810 Selective Service
190 Other Contract 441 Voting 720 Labor/Mgmt. Relations Act 864 SSID Title XVI 850 Securities/Commodities/Exchange
195 Contract Product Liability 442 Employment 730 Labor/Mgmt. Reporting & Disclosure Act 865 RSI (405(g)) 875 Customer Challenge 12 USC 3410
196 Franchise 443 Housing/Accommodations 740 Railway Labor Act 870 Taxes (U.S. Plaintiff or Defendant) 890 Other Statutory Actions
210 Land Condemnation 444 Welfare 790 Other Labor Litigation 871 IRS—Third Party 26 USC 7609 891 Agricultural Acts
220 Foreclosure 445 Amer. w/Disabilities - Employment 791 Empl. Ret. Inc. Security Act 892 Economic Stabilization Act
230 Rent Lease & Ejectment 446 Amer. w/Disabilities - Other 900 Appeal of Fee Determination Under Equal Access to Justice
240 Torts to Land 440 Other Civil Rights 510 Motions to Vacate Sentence Habeas Corpus: 530 General 535 Death Penalty 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 462 Naturalization Application 463 Habeas Corpus - Alien Detainee 465 Other Immigration Actions

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 7 Appeal to District Judge from Magistrate Judgment

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.C. sec. 216(b)
Brief description of cause:
Unpaid overtime

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 05/23/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Craig J. Curwood

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CURWOOD
LAW FIRM

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CRAIG J. CURWOOD

ccurwood@curwoodlaw.com

May 23, 2018

Fernando Galindo, Clerk
U.S. District Court
Eastern District of Virginia
701 E. Broad Street, Suite 3000
Richmond, VA 23219-3528


Re: *Devon Clarke, et al.. v. Guest Services, Inc., et al.*

Dear Mr. Galindo:

Please find enclosed a Complaint to be filed in the above named matter. In addition to the Complaint, I am enclosing a proposed summons and a civil cover sheet.

Please let me know if there is anything else you need in this matter. With kindest regards, I am

Very truly yours,



Craig J. Curwood

Encl.

cc: Philip J. Dean, Esq.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Ashland, VA Fairfield Inn & Suites Improperly Edited Employee Timesheets to Avoid Paying OT](#)
