UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF OKLAHOMA

(1) URIKA DEAN, on Behalf of Herself and All Others Similarly Situated, Plaintiff, vs. (1) MICHAEL BILLINGS (D/B/A) MIDWAY ISLAND, (2) MIDWAY ISLAND, LLC Defendants.	)	Case No. CIV-16-1459-M **COMPLAINT – HYBRID CLASS ACTION AND COLLECTIVE ACTION** **DEMAND FOR JURY TRIAL**

Plaintiff Urika Dean ("Plaintiff") brings this action on behalf of herself and all others similarly situated against the above-captioned defendant Michael Billings (d/b/a) Midway Island and Midway Island, LLC (an Oklahoma limited liability company) (hereinafter referred to collectively as "Defendant" or "Midway Island"), and upon information and belief states:

INTRODUCTION

1. Plaintiff brings this action against Midway Island to obtain declaratory, injunctive, and monetary relief resulting from Defendant's misclassification of exotic dancers as "independent contractors" instead of "employees." The Class that Plaintiff seeks

to represent is composed of female employees who, during the relevant time period, worked as exotic dancers (hereinafter referred to as "Dancers") at Midway Island, a club located at 5215 NW 10th St., Oklahoma City, Oklahoma. Plaintiff contends that Midway Island denied the Dancers their fundamental rights under federal and state wage and hour laws, causing them financial loss and injury. Specifically, Plaintiff alleges that Defendant intentionally misclassified dancers as independent contractors to deny them, and all other class members, minimum wages due and other employment benefits. Additionally, Plaintiff contends that Defendant imposed unlawful tip sharing when Defendant required Dancers to share their gratuities that patrons gave to them with Defendant and other employees. Based on the alleged violations of state and federal law, Plaintiff brings this action against Defendant, seeking back pay, restitution, liquidated damages, injunctive and declaratory relief, civil penalties, prejudgment interest, attorneys' fees and costs, and any and all other relief that the Court deems just and reasonable in the circumstances.

2. Since at least 2001, Oklahoma Courts have applied the "economic reality test" to determine the existence of an employer-employee relationship within the state of Oklahoma. *See Washington v. Cornell Corr., Inc.*, 2001 OK CIV APP 102, ¶ 2, 30 P.3d 1162, 1163.

3. Federal courts across the country have held that the economic reality test further applies to dancers at adult nightclubs and that said dancers were employees under the Fair Labor Standards Act (the "FLSA). *See e.g.*, *Clincy v. Galardi S. Enterprises, Inc.*, 808 F. Supp. 2d 1326 (N.D. Ga. 2011); *McFeeley v. Jackson St. Entm't, LLC* 825 F. 235

(4th Cir. 2016); *Verma v. 3001 Castor, Inc.*, CIV.A. 13-3034, 2014 WL 2957453 (E.D. Pa. June 30, 2014).

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1332 because this action involves a federal question, specifically 29 U.S.C. § 216(b).

2. Venue is proper in this Court pursuant to 28 U.S.C. §1391 in that many of the acts and transactions giving rise to this action occurred in this District and because Defendant:

(a) is authorized to conduct business in this District and has intentionally availed itself of the laws and markets within this District through the promotion, marketing, distribution and sale of its products in this District;

(b) does substantial business in this District; and

(c) is subject to personal jurisdiction in this District.

PARTIES

3. At all times relevant to this matter, Plaintiff resided and continues to reside in this District and was an employee of Midway Island as defined in 29 U.S.C. § 201 *et seq*. and O.S. tit. 40, § 165.01(2) working as an exotic dancer at Defendant's nightclub. Plaintiff worked various dates during the class period, starting in June 2013 through the end of her employment in February 2014. Throughout the course of her employment with Defendant, Plaintiff, like all other class members, was: (1) misclassified as an independent contractor; (2) deprived of wages and other benefits that she was entitled to as an employee, and (3) required to split tip income with Defendant and their employees.

4. Defendant Michael Billings is an individual and, upon information and belief, can be served at 1503 E. 19th Street, Edmond, Oklahoma 73013. Upon information and belief, Mr. Billings owns Midway Island, LLC and does business as Midway Island.

5. Defendant Midway Island, LLC is an inactive Oklahoma for Profit Corporation with the service address in Oklahoma to H. Craig Pitts, 1503 E. 19th Street, Edmond, OK 73013. Upon information and belief, Midway Island, LLC is owned by Michael Billings and the nightclub, Midway Island, is directly run by Michael Billings.

6. Throughout the relevant period, Midway Island: (1) misclassified Dancers as independent contractors as opposed to employees; (2) required Dancers to split their tips with Defendant; (3) required Dancers to split their tips with Defendant's managers, doormen, floorwalkers, disc jockeys, and other employees who do not usually receive tips, by paying "tip-outs;" (4) did not pay Dancers any wages; (5) demanded improper and unlawful payments from class members; and (6) adopted and implemented employment policies that violate the FLSA and other age and hour laws.

7. Defendant knew or should have known that its business model was unlawful, because money that patrons gave to Dancers and not taken into Defendant's gross receipts is legally defined as a gratuity and is the sole property of each Dancer.

8. At all relevant times, Defendant owned and operated an enterprise engaged in interstate commerce and utilized goods which moved in interstate commerce, as defined in 29 U.S.C. §§ 203(r) and 203(s).

FACTUAL ALLEGATIONS

9. Defendant owns and operates the adult entertainment club called Midway Island, which is located at 5215 NW 10th St, Oklahoma City, OK 73127.

10. Defendant is an "employer" involved in interstate commerce within the meaning of the FLSA, codified at 29 U.S.C.A. § 201, et seq. In addition, Defendant is or was, at all times mentioned herein, enterprises engaged in commerce or in the production of goods for commerce as defined in Section 3(r) of the Act (29 U.S.C.A. § 203(r) and 203(s)).

11. Plaintiff was Defendant's employee and worked at Midway Island from June 2013 through February 2014.

12. Dancers were deprived compensation to which they were entitled through the following singular practices, decisions or plans of Defendant:

(a) Requiring adult entertainers and other employees to work without compensation;

(b) Requiring adult entertainers and other employees to perform work without compensation during times for which they could not receive tips;

(c) Refusing to compensate adult entertainers one and one half times minimum wage when their total hours worked exceeded 40 hours;

(d) Requiring adult entertainers to share tips with non-tipped employees; and

(e) Requiring adult entertainers to pay fees for the right to work.

13. At all times in the three years preceding the filing of the instant Complaint, Defendant has employed adult entertainers at the Midway Island.

14. In the three years preceding the filing of the instant Complaint, Defendant has misclassified all adult entertainers at the Midway Island as “independent contractors.”

15. In the three years preceding the filing of the instant Complaint, Defendant has not required the adult entertainers to possess specialized training, background or education.

16. Defendant established specific work schedules. Additionally, Defendant dictated the specific times and manner in which the adult entertainers interacted with customers and danced on stage. Plaintiff was subject to the policies of Defendant outlined in this paragraph.

17. Defendant required the adult entertainers, including Plaintiff, to wear specific types of attire while performing, required them to attend unpaid staff meetings, and financed all advertising and licensing related to the business. Plaintiff was subject to the policies of Defendant outlined in this paragraph.

18. Defendant required that the adult entertainers, including Plaintiff, pay a specific amount, often referred to as a “house fee” or “bar fee,” to qualify to work any given shift. The “house fee” or “bar fee” varied from shift to shift, depending on the shift and the event promoted by Defendant. Plaintiff was subject to the policies of Defendant outlined in this paragraph.

19. Adult entertainers, including Plaintiff, were fined for not showing up for a scheduled shift. Defendant fined adult entertainers who notified Defendant that they would

be unable to work a shift. Defendant fined adult entertainers who failed to "call in" prior to a scheduled shift. Plaintiff was subject to the policies of Defendant outlined in this paragraph.

20. Defendant required adult entertainers, including Plaintiff, to pay a specific "Disc Jockey" fee at the instruction of all Defendant. The amounts required to be paid by the adult entertainers varied from event to event and night to night. Plaintiff was subject to the policies of Defendant outlined in this paragraph.

21. Defendant required adult entertainers to pay a percentage of all gratuities received back to the Midway Island. Plaintiff was subject to the policies of Defendant outlined in this paragraph.

22. The fees described above constitute illegal tip sharing arrangements with non-tipped employees. Further, the fees described above represent illegal kickbacks within the meaning of the FLSA.

23. Defendant has never paid the adult entertainers, including Plaintiff, any amount as wages. The adult entertainers' sole source of work-related income during their employment with the Defendant was gratuities received from paying customers.

24. Because Defendant did not pay an earned wage to adult entertainers, Defendant did not pay adult entertainers one and one half times their regular rate of pay when Plaintiff exceeded forty hours worked in any given workweek.

25. Defendant knew or should have known that misclassifying Plaintiff as "independent contractors" instead of the appropriate employee designation was a violation

of the FLSA. As a result, Defendant failed to pay the required minimum wage and failed to pay overtime wages as required by the FLSA.

26. Defendant's above-mentioned actions, policies and practices of not paying Plaintiff and other similarly situated persons compensation for work performed was in violation of the FLSA.

27. Plaintiff is informed and believes, and based thereon alleges, that each and every one of the acts and omissions asserted herein was performed by, and/or is attributable to Defendant acting as agents and/or employees, and/or under the direction and control of Defendant, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control, and were committed willfully within the meaning of the FLSA.

28. Courts, including the United States Supreme Court, have repeatedly held that the subjective intentions of the parties, labels placed on the workers, or contractual agreements are irrelevant to the determination of whether a worker is actually an "employee" covered by the FLSA and wage and hour laws. *Rutherford Food Corp. v. McComb*, 331 U.S. 722, 727, 67 S. Ct. 1473, 91 L. Ed. 1772 (1947), *citing Walling v. Am. Needlecrafts*, 139 F.2d 60 (6th Cir. 1943) ("Where the work done, in its essence, follows the usual path of an employee, putting an independent contractor label does not take the worker from the protection of the Act.").

29. As courts have further explained, the FLSA and state wage and hour laws are designed to defeat rather than implement contractual arrangements that attempt to have workers waive or contract our their rights as employees. *See, e.g.*, *Imars v. Contractors*

Mfg. Servs., Inc., 165 F.3d 27 (6th Cir. 1998) ("We agree that it makes very good sense to reject contractual intention as a dispositive consideration in our analysis. The reason is simple: 'The FLSA is designed to defeat rather than implement contractual arrangements.' [*Sec'y of Labor, U.S. Dep't of Labor v. Lauritzen*, 835 F.2d 1529, 1544–455 (7th Cir. 1987) Easterbrook J., concurring)]; *see also Real v. Driscoll Strawberry Associates, Inc.*, 603 F.2d 748, 755 (9th Cir. 1979) ('Economic realities, not contractual labels, determine employment status for remedial purposes of the FLSA'). The FLSA represents the New Deal's rejection of *Lochner v. New York*, 198 U.S. 45, 25 S. Ct. 539, 49 L. Ed. 937 (1905), *abrogated by W. Coast Hotel Co. v. Parrish*, 300 U.S. 379, 57 S. Ct. 578, 81 L. Ed. 703 (1937), and its doctrine of freedom of contract. Even if employees freely want to work for below the minimum wage, or work in statutorily banned conditions, or work long hours without extra compensation – even if their choices are moral and economically efficient – the FLSA does not allow this. This is true even when bargaining is done at arm's length.").

30. Applying the actual economic reality test that governs employee/independent contractor determinations, all Dancers in the Class have been misclassified as independent contractors.

31. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and persons similarly situated have suffered, and continue to suffer, from loss of earnings yet to be ascertained, but subject to proof at trial, in amounts in excess of the minimum jurisdiction of this Court.

COLLECTIVE ACTION ALLEGATIONS

32. As alleged herein, Defendant is liable under the FLSA for willfully failing to properly compensate Plaintiff and all other similarly situated current and former adult entertainers employed by Defendant during the three year period prior to commencement of this action, and as such, notice should be sent to past and present adult entertainers employed by Defendant during the three year period prior to initiation of this action, pursuant to 29 U.S.C.A. § 216(b).

33. As alleged herein, Defendant deprived Plaintiff and other similarly situated adult entertainers of compensation to which they are entitled through the following singular practices, decisions or plans:

(a) Requiring adult entertainers and other employees to work without compensation;

(b) Requiring adult entertainers to perform work during times for which they could not receive tips without compensation;

(c) Refusing to compensate adult entertainers one and one half times minimum wage when their total hours worked exceeded 40 hours;

(d) Requiring adult entertainers to share tips with non-tipped employees; and

(e) Requiring adult entertainers to pay fees for the right to work.

34. Based thereon, Defendant have repeatedly and intentionally engaged in a similar practice, commonly and typically applied to the class of adult entertainers, of

improperly depriving compensation to which such adult entertainers are entitled under the FLSA.

35. Questions that are common among the FLSA Collective Action members include, but are not limited to:

(a) whether Defendant has and continues to unlawfully refuse to pay adult entertainers proper compensation, in violation of the FLSA, 29 U.S.C.A. § 201, *et seq*., for all work performed;

(b) whether Defendant has and continues to unlawfully refuse to pay adult entertainers proper overtime compensation, in violation of the FLSA, 29 U.S.C.A. § 201, et seq., through the aforementioned policies and practices;

(c) whether Defendant's failure to pay such proper compensation is willful within the meaning of the FLSA.

36. There are numerous similarly situated current and former adult entertainers employed by Defendant in venues owned and/or operated by Defendant, who have been subject to the same policies and practices alleged herein, in violation of the FLSA, and who would benefit from the issuance of a Court-supervised notice of the present lawsuit and the opportunity to join in the present lawsuit. Those similarly situated employees are known to Defendant, and are readily identifiable by Defendant' records.

37. The FLSA applied to Plaintiff and the Class at all times in which they worked at Midway Island, because Defendant employed Plaintiff and each member of the Class under the FLSA and other applicable law.

38. At all relevant times, Plaintiff and each member of the Class were employees of Defendant under the FLSA and applicable state wage and hour laws.

39. No exceptions to the application of the FLSA or state wage and hour laws apply to plaintiff or the Class. For example, no class member has ever been a professional or artist exempt from the provisions of the federal or state employment statutes. The exotic dancing performed by class members while working at Midway Island does not require invention, imagination, or talent in a recognized field of artistic endeavor, and Defendant never compensated class members on a set salary, wage, or fee basis.

40. Class members' sole source of income while working at Midway Island was tips that patrons provided in exchange for dances.

41. At all relevant times, Defendant was an employer of all class members under the FLSA and state wage and hour laws. Defendant suffered or permitted class members to work and, directly or indirectly, exercised significant control over the wages, hours, and working conditions of the Dancers in the Class.

42. Plaintiff consented to sue in this action pursuant to 29 U.S.C.A. § 216(b). Additional potential collective action members may execute and file forms consenting to opt-in to join as a plaintiff in the instant action. A copy of the "Plaintiff's Notice of Consent" is attached hereto as Exhibit 1.

43. Plaintiff, on behalf of themselves and other similarly situated current and former employees, bring this collective action against Defendant under the FLSA, 29 U.S.C.A. § 201, et seq. for failure to pay minimum wage and overtime compensation.

44. Plaintiff and others similarly situated (the "FLSA Collective"), are individuals who are current and former adult entertainer employees of Defendant within the meaning of the FLSA, 29 U.S.C.A. § 203(e)(1).

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this lawsuit on behalf of herself and the proposed Class members under Fed. R. Civ. P. 23(b)(3). The proposed Class consists of:

All workers at Defendant's Midway Island club.

46. ***Numerosity***. The members of the Class are so numerous that their individual joinder is impracticable.

47. ***Existence and Predominance of Common Questions of Law and Fact***. Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members.

48. ***Typicality***. Plaintiff' claims are typical of the claims of the members of the Class and Plaintiff has the same claims as those of the other Class members.

49. ***Adequacy of Representation***. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff have retained counsel highly experienced in complex consumer class action litigation, and Plaintiff intend to prosecute this action vigorously. Plaintiff have no adverse or antagonistic interests to those of the Class.

50. ***Predominance and Superiority***. The requirements of predominance and superiority are met under Fed. R. Civ. P. 23(b)(3).

COUNT I

Failure to pay Wages in

Violation of the Minimum Wage Provision of FLSA

51. Plaintiff realleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

52. This claim arises from Defendant's willful violation of the FLSA for failure to pay a minimum wage to Plaintiff and the FLSA Collective.

53. At all times relevant, Defendant has been, and continues to be, an "employer" engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C.A. § 201, *et seq*. Defendant has employed, and continues to employ adult entertainers, including named Plaintiff and members of the FLSA Collective, who engage or engaged in commerce or in the production of goods for commerce. At all times relevant, upon information and belief, this Defendant has had annual gross sales or done business in excess of $500,000.00.

54. The minimum wage provisions of the FLSA apply to Defendant and protect Plaintiff and the FLSA Collective. Defendant was required to compensate all adult entertainers for all work performed as non-exempt employees.

55. Pursuant to the FLSA, 29 U.S.C.A. § 206, Plaintiff and the FLSA Collective were entitled to be compensated at a rate of $7.25 per hour. Plaintiff was an employee of Defendant and Defendant was engaged in commerce.

56. Defendant was not allowed to avail themselves of the federal tipped minimum wage rate under the FLSA because Defendant provided no notice to adult entertainers of its intention to take a tip credit and because Plaintiff was required by

Defendant to pool tips with non-tipped employees, specifically members of the management staff of the Midway Island.

57. Defendant, pursuant to its policies and practices, refused and failed to pay a minimum wage to Plaintiff and the FLSA Collective.

58. Such acts were committed knowingly and willfully, within the meaning of 29 U.S.C. § 255(a), with a conscious disregard for the rights of the Plaintiff and persons similarly situated under federal wage and hour laws, by which such acts have deprived the Plaintiff and persons similarly situated of their property and legal rights.

59. As a result of the aforementioned violations, Plaintiff and potential collective action members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and have incurred expenses and attorney's fees in seeking to compel Defendant to fully perform its obligations under the law, all to their respective damage in amounts according to proof at the time of trial, but in excess of the minimum jurisdiction of this Court.

60. Pursuant to the FLSA, 29 U.S.C.A. § 201, *et seq*., and including, 29 U.S.C.A. § 216(b), Plaintiff is legally entitled to recover unpaid wages at their regular rate, plus interest, liquidated damages, attorney's fees, and costs of suit.

COUNT II

Failure to Pay Overtime Wages in
Violation of the Overtime Provisions of the FLSA, 29 U.S.C.A. § 201, *et seq.*

61. Plaintiff realleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

62. Pursuant to the FLSA, 29 U.S.C. § 201, *et seq*., Defendant is and/or was required to compensate all non-exempt employees for all overtime work performed at a rate of pay not less than one and one half the regular rate of pay for work performed in excess of 40 hours in a work week.

63. Defendant pursuant to its policies and practices, refused and failed to pay any wage at all to Plaintiff and the FLSA Collective, including failing to pay a rate of not less than one and one half the regular rate of pay when Plaintiff and the FLSA Collective worked in excess of 40 hours in a work week.

64. Such acts were committed knowingly and willfully, within the meaning of 29 U.S.C.A. § 255(a), and with a conscious disregard of the rights of the Plaintiff and persons similarly situated under federal wage and hour laws, and such acts have deprived Plaintiff and persons similarly situated of their property and legal rights.

65. As a result of the aforementioned violations, Plaintiff and potential collective action members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and have incurred expenses and attorney's fees in seeking to compel Defendant to fully perform its obligations under the law, all to their respective damage in amounts according to proof at the time of trial, but in excess of the minimum jurisdiction of this Court.

66. Pursuant to the FLSA, 29 U.S.C.A. § 201, *et seq*., and including, 29 U.S.C.A. § 216(b), Plaintiff are legally entitled to recover unpaid balances of overtime compensation, plus interest, liquidated damages, attorney's fees, and costs of suit.

COUNT III

Violation of the Oklahoma Wage and Hour Law,

O.S. tit. 40, § 160, 165.2, and 197.1, *et seq.*

(Failure to pay Minimum Wages)

67. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs above as though fully set forth herein.

68. At all relevant times, Plaintiff and members of the Class were employees of the Defendants within the meaning of O.S. tit. 40, § 165.01(2).

69. At all relevant times, Defendant was an employer of all members of the Class within the meaning of O.S. tit. 40, § 165.01(1).

70. The Oklahoma Minimum Wage Act requires that all employees be paid minimum wages by their employers. O.S. tit. 40, § 197.1, *et. seq.*

71. Under Oklahoma law, an employer cannot give credit exceeding 50% for tips or gratuities towards meeting the minimum wage. Further, employers are not allowed to take any portion of an employee's tips.

72. Any agreement between an employee and employer that has the effect of an employee receiving less than minimum wage is invalid.

73. By requiring class members to share their tips with Defendant and/or their employees, Defendant violated Oklahoma law.

74. Defendant failed to pay Plaintiff and the Class any minimum wages for their labor during the relevant time period in violation of Oklahoma law. All unpaid minimum wages must be paid to the Class.

Unjust Enrichment

75. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs above as though fully set forth herein.

76. Because of the unlawful conduct described herein, Defendant has been unjustly enriched at the expense of Plaintiff and the other members of the Class.

77. Specifically, Defendant's unfair and unlawful actions, as described herein, have enabled Defendant to receive money and other benefits in violation of the law at the expense of Plaintiff and the other members of the Class.

78. Defendant's receipt and retention of this financial benefit is unfair and improper under the circumstances.

79. As such, Defendant should be required to disgorge the money retained as a result of its unjust enrichment.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for a judgment:

A. Judgment against Defendant for an amount equal to Plaintiff's unpaid back wages, overtime pay and unlawful kickbacks;

B. Judgment against Defendant as its violations of the various provisions of FLSA were willful;

C. Enjoining Defendant and its employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries and all other persons acting in concert or participation with them from their unlawful acts.

D. Disgorgement of monies obtained through unjust enrichment.

E. An amount equal to the unpaid wages and kickback damages as liquidated damages;

F. An award of prejudgment interest;

G. All costs and attorney's fees incurred in prosecuting these claims;

H. Leave to add additional Plaintiff by motion, the filing of written consent forms, or any other method approved by the Court.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: December 21, 2016

/s/ William B. Federman
William B. Federman (OBA #2853)
Joshua D. Wells (OBA #22334)
Federman & Sherwood
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120
Telephone: (405) 235-1560
Facsimile: (405) 239-2112
wbf@federmanlaw.com
jdw@federmanlaw.com

Attorneys for Plaintiff and the Class

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF OKLAHOMA

(1) URIKA DEAN, on Behalf of Herself and All Others Similarly Situated,	)	
Plaintiff,	)	
vs.	)	Case No. ____________________
(1) WHISPERS GENTLEMEN'S CLUB, LLC,	)	
Defendant.	)	

CONSENT TO JOIN PURSUANT TO 29 U.S.C. §5216(b)

I hereby consent and agree to join the above-captioned action brought under the Fair Labor Standards Act, 29 U.S.C. §201 et seq., as a named plaintiff. I have entered into a contingency fee agreement with Federman & Sherwood for the firm to represent me in this action.

I hereby agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable. I further agree to be bound by any settlement that may be negotiated by my attorneys and approved by the named plaintiff(s) (as may be substituted or amended) on behalf of all plaintiffs in this action.

Urika A. Dean
Signature

~~12/14/16~~ U.D 12/13/16
Date

Urika A. Dean
Printed Name

JS 44 (Rev. 08/16)

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 NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Urika Dean, on Behalf of Herself and All Others Similarly Situated,

(b) County of Residence of First Listed Plaintiff: Oklahoma

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

William Federman
10205 N. Pennsylvania, Oklahoma City, OK 73120

DEFENDANTS

Michael Billings, d/b/a Midway Island, and
Midway Island, LLC

County of Residence of First Listed Defendant: Oklahoma

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ❒ 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		PTF	DEF
Citizen of This State	☒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	☒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

LABOR
- ☒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 840 Trademark

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

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 - Transfer
- ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. §§1331 & 1332

Brief description of cause:
Workers denied fundamental rights and state wage and hour laws, causing financial loss and injury

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ______ DOCKET NUMBER ______

DATE: 12/21/2016

SIGNATURE OF ATTORNEY OF RECORD: /s/ William Federman

FOR OFFICE USE ONLY

RECEIPT # ______ AMOUNT ______ APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Midway Island Dancers Shorted on Wages, Suit Says