

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
LEXINGTON DIVISION

CARLA GARRETT, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

**TOYOTA MOTOR MANUFACTURING,
KENTUCKY, INC.**,

Defendant.

Case No.

**COLLECTIVE AND CLASS ACTION
COMPLAINT WITH JURY DEMAND**

Plaintiff, **CARLA GARRETT**, (hereinafter referred to as “Plaintiff”) individually and on behalf of all others similarly situated, by and through their attorneys, **JTB LAW GROUP, LLC** and **BARKAN MEIZLISH HANDELMAN GOODIN DEROSE WENTZ, LLP**, hereby brings this Collective and Class Action Complaint against Defendant, **TOYOTA MOTOR MANUFACTURING, KENTUCKY, INC.**, (hereinafter referred to as “Defendant”), and alleges of her own knowledge and conduct and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff brings this action, individually and as a collective action on behalf of all other Production Team Members who elect to opt-in to this action to recover unpaid overtime wages, liquidated damages, and reasonable attorneys’ fees and costs as a result of Defendant’s willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201, *et seq.* and attendant regulations at 29 C.F.R. §516, *et seq.*

2. In addition, Plaintiff also brings this action, individually and as a Rule 23 class

action on behalf of all Production Team Members to recover unpaid overtime wages, liquidated damages, pre-judgment interest, and reasonable attorneys' fees and costs as a result of Defendant's violation of the Kentucky's Wages and Hours Act (hereinafter "KRS"), Ky. Rev. Stat. Ann. §§ 337.010, *et seq.*

3. Defendant is Toyota's largest vehicle manufacturing plant in the world and operates in Georgetown, Kentucky, USA.

4. Defendant employs a staff of hourly-paid Production Team Members, including Plaintiff at Defendant's automobile manufacturing plant in Kentucky.

5. Defendant through its unlawful policies has violated the FLSA and KRS 337 with respect to Plaintiff and other Production Team Members in three ways:

a. Failing to pay Plaintiff and other Production Team Members for pre-shift time spent attending mandatory meetings directly related to their job as Production Team Member which takes approximately five (5) minutes each day;

b. Imposing automatic deductions of a forty-five (45) minutes breaks to Plaintiff's and other Production Team Members' pay for meal breaks with respect to shifts in which they have not received a bona fide uninterrupted meal breaks; and

c. Failing to include Plaintiff and other Production Team Members' non-discretionary performance bonus compensation in the determination of their "regular rate of pay," for purposes of calculating their hourly overtime rate.

6. As a result of Defendant's common unlawful policies, hourly-paid Production Team Members, including Plaintiff, have not been properly compensated overtime at a rate of not less than one and one-half (1.5) times their regular rate of pay for all hours they have worked in excess of forty (40) per workweek, in violation of the FLSA and KRS 337.

7. The FLSA and KRS 337 require non-exempt employees to be compensated for all hours worked inclusive of overtime wages worked in excess of forty (40) hours in a workweek and hours worked outside their scheduled shifts pursuant to 29 U.S.C. § 207(a)(1) and Ky. Rev.

Stat. Ann. § 337.285.

8. As Production Team Members, Plaintiff and the putative FLSA collective and Rule 23 class members have performed primary job duties that do not fall within any exemptions from overtime under the FLSA and KRS.

9. Plaintiff brings this collective action pursuant to the FLSA, 29 U.S.C. § 216(b) of all Production Team Members employed by Defendant for relief for violation of the FLSA, as a collective action, defined as follows:

All Production Team Members who have worked for the Defendant at any time during the period of three (3) years prior to the commencement of this action through the date of judgment.

10. Plaintiff seeks to send a Notice pursuant to 29 U.S.C. § 216(b) to all Production Team Members of Defendant permitting them to assert FLSA claims in this collective action by filing their individual consent forms.

11. Plaintiff asserts her KRS claims not only individually, but also on behalf of a putative KRS 337 class pursuant to Fed. R. Civ. P. 23, defined as:

All Production Team Members who have worked for the Defendant at any time during the period of five (5) years prior to the commencement of this action through the date of judgment.

12. For at least five (5) years prior to the filing of this Complaint, Defendant has willfully and intentionally committed widespread violations of the above-described statutes and corresponding regulations, in the manner described herein.

JURISDICTION AND VENUE

13. This Court has subject-matter jurisdiction over Plaintiff's FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff's claims raise a federal question under 29 U.S.C. § 201, *et seq.*

14. The court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367 because they derive from a common nucleus of operative facts as Plaintiff's federal claim.

15. This Court has personal jurisdiction over Defendant because it does business within the state of Kentucky and is registered with the Kentucky Department of the Secretary of State.

16. Venue is proper in the District of Kentucky pursuant to 28 U.S.C. § 1391(b)(2) and (3) because Defendant employs Plaintiff in this district and because a substantial portion of the events that give rise to the Plaintiff's claims occurred in this district.

PARTIES

Defendant

17. Defendant is a company incorporated in the State of Kentucky with a principal business address located at 1001 Cherry Blossom Way, Georgetown, KY 40324 and can be served through its statutory agent CT Corporation, 306 W. Main Street, Suite 512, Frankfort, KY 40601.

18. Defendant is Toyota's largest vehicle manufacturing plant in the world, annually capable of producing 550,000 vehicles and more than 600,000 engines. See <http://www.toyotageorgetown.com/>.

Plaintiff – Carla Garrett

19. Plaintiff Carla Garrett is a resident of Lexington, Kentucky and has signed a consent form to join this lawsuit, which is attached as *Exhibit A*.

20. Defendant has employed Plaintiff as a Production Team Member from approximately January 1995 through the present.

21. Pursuant to Plaintiff's job duties as a Production Team Member, Plaintiff has worked as part of an assembly team performing multiple duties which include repetitive motions, moderate lifting, the use of machinery, and working with small vehicle components.

FACTUAL ALLEGATIONS

22. Defendant is an employer defined under Ky. Rev. Stat. Ann. § 337.010(1)(d) and 29 U.S.C. § 203(d) of the FLSA.

23. Plaintiff and other Production Team Members are or have been "employees" of Defendant within the meaning of Ky. Rev. Stat. Ann. § 337.010(1)(e) and 29 U.S.C. § 203(e)(1) of the FLSA.

24. Defendant was and continues to be "an enterprise engaged in commerce" within the meaning of the FLSA.

25. Defendant has an annual gross business volume in excess of \$500,000.

26. Defendant has had two (2) or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce.

27. Defendant has "suffered or permitted" Plaintiff and other Production Team Members to work and thus "employed" them within the meaning of Ky. Rev. Stat. Ann. § 337.010 and 29 U.S.C. § 203(g) of the FLSA.

28. Defendant has employed and continues to employ Production Team Members.

29. Defendant's vehicle manufacturing plant has depended on Production Team Members' performance of checking and ensuring the function and parts of the vehicles are safe to drive which is integral to Defendant's business.

30. Plaintiff's current hourly rate of pay is \$28.56.

31. At all times relevant to this action, Defendant has employed Production Team

Members, including Plaintiff, as an hourly-paid employee who has performed duties that are not exempt from the FLSA's and KRS's overtime requirements.

32. Production Team Members have regularly worked over forty (40) hours per week.

33. As a Production Team Member, Plaintiff has worked a full schedule from 5:15PM to 2:00AM Monday through Friday, including a forty-five (45) minutes unpaid meal break.

34. Production Team Members have regularly submitted their own timesheets on a bi-weekly basis to their group leaders.

35. Group Leaders then have regularly submitted these timesheets to managers and supervisors.

36. Managers and Supervisors have regularly inputted these timesheets into Defendant's time-keeping system.

37. Defendant's method to signal the beginning of a meal break for employees has been to sound the ringing of a bell.

38. However, Defendant has required Production Team Members to continue their work during the start of their forty-five (45) minutes unpaid lunch breaks until the assembly line has stopped.

39. It regularly has taken the assembly line anywhere from five (5) – to ten (10) minutes, if not more, to stop after the bell rung.

40. Regardless of these facts, Defendant has deducted forty-five (45) minutes from Production Team Members' pay despite the fact that they have not received a bona fide uninterrupted meal break lasting a full forty-five (45) minutes.

41. In addition, Defendant has required Production Team Members to attend pre-shift mandatory meetings directly related to the job which they have not been compensated.

42. The pre-shift mandatory meetings have concerned the improvement of the quality and production of Defendant's business.

43. The time Production Team Members have spent in pre-shift mandatory meetings has been integral and indispensable to their primary job duties of checking and ensuring the function and parts of the vehicles are safe to drive.

44. Time spent attending these mandatory meetings each day before shift is not exempt from FLSA and KRS coverage.

45. In addition, the time Production Team Members have spent working on any given meal break is predominantly for the benefit of the Defendant.

46. Defendant has failed to record and/or compensate these pre-shift mandatory meetings and time worked during meal breaks in which Production Team Members have not received a bona fide uninterrupted meal breaks.

47. In many weeks, the uncompensated time Plaintiff and other Production Team Members have spent attending mandatory pre-shift meetings and/or working during forty-five (45) minute meal periods occurred in excess of forty (40) hours in a workweek.

48. For example, in the workweek of September 25, 2017 to October 1, 2017, Plaintiff worked over forty (40) hours and was not paid for the time spent working through her unpaid meal break and attending mandatory pre-shift meetings.

49. Defendant has failed to keep accurate records of total number of hours actually worked by employees each workweek and thus Production Team Members have not been properly paid for all hours worked.

50. 29 C.F.R. § 548.502 provides that "[e]xtra overtime compensation must be separately computed and paid on payments such as bonuses or shift differentials which are not

included in the computation of the established basic rate and which would have been included in the regular rate of pay.” *See also* 29 C.F.R. § 778.209.

51. Plaintiff and other hourly-paid Production Team Members have received bonuses that were not factored into their regular rate of pay.

52. Under the FLSA, the regular rate is the “keystone” to calculating the overtime rate. *Walling v. Youngerman-Reynolds Hardwood Co.*, 325 U.S. 419 (1945). It is “the hourly rate actually paid to the employee for the normal, nonovertime workweek for which he is employed.” 29 C.F.R. § 778.108.

53. Defendant has failed to incorporate the non-discretionary performance bonus compensation paid to Plaintiff and other Production Team Members into the calculations of their regular hourly rate, which has caused them to receive an overtime rate that has been less than one and one-half times their regular rate.

54. As a result of Defendant’s common unlawful policies, Plaintiff and the FLSA collective and Rule 23 class members have not been properly compensated overtime at a rate of not less than one and one-half (1.5) times their regular rate of pay for all hours they worked in excess of forty (40) per workweek, in violation of the FLSA and KRS 337.

55. The FLSA and KRS 337 require non-exempt employees to be compensated at the statutorily required overtime compensation at a rate not less than one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek pursuant 29 U.S.C. § 207(a)(1) and Ky. Rev. Stat. Ann. § 337.285.

56. Defendant has failed to keep accurate records of total number of hours actually worked by employees each workweek and thus Production Team Members were not properly paid for all hours worked.

57. The FLSA requires employers to maintain records of all hours worked and wages paid to employees. 29 U.S.C.A. § 211(c).

58. Similarly, KRS 337.320 requires all employers to keep and maintain records of all wages paid to their employees and to record the hours worked each day and each week by each of its employees. KRS 337.320.

59. At all relevant times alleged herein, Plaintiff and the putative FLSA collective and Rule 23 class members have been subjected to the common pay policy and practice of Defendant as stated herein that violated the FLSA and KRS.

60. At all relevant times alleged herein, Defendant has, directly or indirectly, hired Plaintiff and the putative FLSA collective and Rule 23 class members; has controlled their work schedules, duties, protocols, applications, assignments and conditions of employment; and determined the rate and method of the payment of wages.

61. At all relevant times alleged herein, Defendant has maintained control, oversight, and direction over Plaintiff and the putative FLSA collective and Rule 23 class members, including the promulgation and enforcement of policies affecting the payment of their wages including overtime compensation.

62. Defendant's wrongful acts and/or omissions/commissions, as alleged herein have not been made in good faith, or in conformity with or in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the U.S Department of Labor and/or any state department of labor, or any administrative practice or enforcement practice or enforcement policy of such departments.

63. Defendant has knowingly, willfully, and/or with reckless disregard carried out its illegal pattern or practice regarding its failure to pay Plaintiff proper overtime compensation. As

set forth herein, other prior and current FLSA collective and Rule 23 class members have been subjected to the same wrongful policies, practices, and/or procedures.

COLLECTIVE ACTION ALLEGATIONS

64. Plaintiff re-alleges and incorporates all previous paragraphs herein.

65. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on her own behalf and on behalf of:

All Production Team Members who have worked for the Defendant at any time during the period of three (3) years prior to the commencement of this action through the date of judgment.

(hereinafter referred to as the “FLSA Collective”). Plaintiff reserves the right to amend this definition as necessary.

66. With respect to the claims set herein, a collective action under the FLSA is appropriate because the employees described above are “similarly situated” to Plaintiff under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiff brings this collective action are similarly situated because: (a) they have been or are performing the same or similar job duties as one another on behalf of Defendant; (b) they were or are subject to the same or similar unlawful practices, policy, or plan; and (c) their claims are based upon the same factual and legal theories.

67. The employment relationships between Defendant and every FLSA Collective member are the same and differ only by name, location, and rate of pay.

68. Members of the FLSA Collective have not been compensated for attending mandatory meetings directly related to the job which took approximately five (5) minutes each day before their shift began.

69. Members of the FLSA Collective have had their pay wrongfully deducted for

meal breaks on days in which they did not receive bona fide uninterrupted meal breaks.

70. Members of the FLSA Collective have not had their non-discretionary performance bonus incorporated into their “regular rate of pay,” for purposes of calculating their hourly overtime rate.

71. As a result of the foregoing policies, there have been many weeks in which Defendant failed to compensate members of the FLSA Collective for time worked at their overtime rates of pay as required by the FLSA.

72. The precise number and identities of the FLSA Collective members should be readily available from a review of Defendant’s personnel and payroll records.

73. Defendant has been aware that the FLSA applies to their business and they have been required to adhere to the rules under the FLSA.

74. Defendant’s conduct and practices, described herein, were and are willful, intentional, unreasonably, arbitrary, and in bad faith.

RULE 23 CLASS ACTION ALLEGATIONS

75. Plaintiff re-alleges and incorporates all previous paragraphs herein.

76. Plaintiff also seeks to maintain this action pursuant to Fed. R. of Civ. P. 23, as an opt-out class action, for an on behalf the class defined below, based on Defendants’ common policies and practices which includes failure to include non-discretionary performance bonus compensation into the calculation of overtime rates resulting in deprivation of overtime, failure to compensate for attending mandatory pre-shift meetings and failure to provide meal periods, all in violation of the Kentucky’s Wages and Hours Act, Ky. Rev. Stat. Ann. §§ 337.010, *et seq.*

77. Plaintiff asserts her KRS claims not only individually, but also on the behalf of the putative Rule 23 Class, defined as follows:

All Production Team Members who have worked for the Defendant at any time during the period of five (5) years prior to the commencement of this action through the date of judgment.

(hereinafter referred to as the “Class members”). Plaintiff reserves the right to amend this definition as necessary.

78. The members of the Rule 23 Class members are so numerous that joinder of all Class members in this case would be impractical. Plaintiff reasonably estimates that there are at least one thousand (1,000) Class members. Rule 23 Class members should be easy to identify from Defendant’s computer systems and electronic payroll and personnel records.

79. There is a well-defined community of interest among Rule 23 Class members and common questions of law and fact predominate in this action over any questions affecting each individual Class member. These common legal and factual questions, include, but are not limited to, the following:

- a. Whether the Rule 23 Class members have been compensated for the pre-shift time spent attending mandatory meetings directly related to their job as a Production Team Member;
- b. Whether the Rule 23 Class members have received uninterrupted bona fide meal breaks for which forty-five (45) minutes have been automatically deducted from their pay despite the fact they have not taken a bona fide uninterrupted meal; and
- c. Whether the Rule 23 Class members’ non-discretionary performance bonus compensation have been calculated in their “regular rate of pay,” for purposes of properly calculating their hourly overtime rate.

80. Plaintiff’s claims are typical of those of the Rule 23 Class members in that they and all other Class members suffered damages as a direct and proximate result of Defendant’s common and systemic payroll policies and practices. All of the Rule 23 Class members were subject to the same corporate practices of Defendant, as alleged herein, of failing to compensate members of the Class for their overtime rates of pay as required by the KRS. Any lawsuit

brought by an employee of Defendant would be identical to a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

81. Plaintiff is currently employed by Defendant in the same capacity as all of the Rule 23 Class members. All Rule 23 Class members have been treated the same or similarly by management with respect to pay or lack thereof. This treatment has included, but has not been limited to, failure to pay proper overtime wages. Thus, there are common questions of law and fact which are applicable to each and every one of the Class members.

82. Plaintiff will fully and adequately protect the interests of the Rule 23 Class members and has retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Plaintiff and her counsel do not have interests that are contrary to, or conflicting with, the interests of the Class members.

83. Defendant's corporate-wide policies and practices have affected all Rule 23 Class members similarly, and Defendant has benefited from the same type of unfair and/or wrongful acts as to each Class member. Plaintiff's claim arises from the same legal theories as all other Class members. Therefore, this case will be more manageable and efficient as a Rule 23 Class action. Plaintiff and her counsel know of no unusual difficulties in this case.

COUNT I
(29 U.S.C. § 216(b) Individual Claim)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME

84. Plaintiff re-alleges and incorporates all previous paragraphs herein.

85. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives

compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

86. Plaintiff has regularly worked over forty (40) hours per workweek.

87. Defendant has failed to pay Plaintiff for pre-shift time spent attending mandatory meetings directly related to her job as a Production Team Member which has taken approximately five (5) minutes each day in workweeks where Plaintiff worked over forty (40) hours.

88. Defendant has deducted time from Plaintiff's time sheets based on supposed meal break periods, including time that exceeded forty (40) hours in a workweek, despite the fact that in many such instances Plaintiff has been required to perform her normal compensable work duties and/or was not relieved from duty.

89. Defendant has failed to incorporate the non-discretionary performance bonus paid to Plaintiff into the calculations of her regular hourly rate, which has caused her to receive an overtime rate that was less than one and one-half times her regular rate.

90. Defendant's conduct and practices, described herein, have been willful, intentional, unreasonably, arbitrary, and in bad faith.

91. Because Defendant has willfully violated the FLSA, a three (3) year statute of limitations shall apply to such violation pursuant to 29 U.S.C. § 255(a).

92. As a result of Defendant's uniform policies and practices described above, Plaintiff has been illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and is entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

COUNT II
(29 U.S.C. § 216(b) Collective Action)

Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME

93. Plaintiff re-alleges and incorporates all previous paragraphs herein.

94. Plaintiff and the FLSA Collective members have regularly worked in excess of forty (40) hours per workweek.

95. Defendant have failed to record and/or compensate Plaintiff and the FLSA Collective members pre-shift mandatory meetings and time worked during meal breaks in which Production Team Members have not received a bona fide uninterrupted meal breaks.

96. Defendant has failed to incorporate the non-discretionary performance bonus paid to Plaintiff and other FLSA Collective members into the calculations of their regular hourly rate, which caused them to receive an overtime rate that is less than one and one-half times her regular rate.

97. Defendant's conduct and practices, described herein, has been willful, intentional, unreasonably, arbitrary, and in bad faith.

98. Because Defendant has willfully violated the FLSA, a three (3) year statute of limitations applies to such violation pursuant to 29 U.S.C. § 255(a).

99. As a result of Defendant's uniform policies and practices described above, Plaintiff and the FLSA collective members have been illegally deprived of proper overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

COUNT III
(Individual Claim)
Violations of Kentucky's Wages and Hours Act, KRS § 337.285
FAILURE TO PAY OVERTIME

100. Plaintiff re-alleges and incorporates all previous paragraphs herein.

101. KRS 337.285 provides:

No employer shall employ any of his employees for a work week longer than forty (40) hours, unless such employee receives compensation for his employment in excess of forty (40) hours in a work week at a rate of not less than one and one-half (1- ½) times the hourly wage rate at which he is employed.

KRS § 337.355 provides:

Employers shall grant their employees a reasonable period for lunch, and such time shall be as close to the middle of the employee's scheduled work shift as possible.

102. Plaintiff has regularly worked over forty (40) hours a week as required by Defendant.

103. Defendant has failed to pay Plaintiff for time spent attending mandatory meetings directly related to her job before shift started which took approximately five (5) minutes each day in workweeks where Plaintiff worked over forty (40) hours.

104. Defendant has deducted time from Plaintiff's time sheets based on supposed meal break periods, including time that exceeded forty (40) hours in a workweek, despite the fact that in many such instances Plaintiff has been required to perform her normal compensable work duties and was not relieved from duty.

105. Defendant has failed to incorporate the non-discretionary performance bonus paid to Plaintiff into the calculations of her regular hourly rate, which has caused her to receive an overtime rate that was less than one and one-half times her regular rate.

106. Defendant's failure to pay Plaintiff proper overtime wages was not done in good faith, or in conformity with or in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the Kentucky Labor Cabinet, or any administrative practice or

enforcement policy of such departments.

107. As a result of Defendant's violations of KRS, Plaintiff is entitled to recover unpaid overtime wages dating five (5) years back, KRS § 413.120(2), plus an additional equal amount in liquidated damages, reasonable attorneys' fees, and costs of this action, pursuant to KRS § 337.385.

COUNT IV
Fed R. Civ. P. 23 Class Action
Violations of Kentucky's Wages and Hours Act, KRS § 337.285
FAILURE TO PAY OVERTIME

108. Plaintiff re-alleges and incorporates all previous paragraphs herein.

109. Defendant has employed Plaintiff and the Rule 23 Class members within the meaning of the KRS § 337.010(1)(e) and Plaintiff and the Rule 23 Class members have not been exempt from the protections of the Kentucky's Wages and Hours Act.

110. Plaintiff and the Rule 23 Class members have regularly worked in excess of forty (40) hours per workweek.

111. Defendant has failed to record and/or compensate Plaintiff and the Rule 23 Class members pre-shift mandatory meetings and time worked during meal breaks in which Production Team Members have not received a bona fide uninterrupted meal breaks.

112. Defendant has failed to incorporate the non-discretionary performance bonus paid to Plaintiff and other Rule 23 Class members into the calculations of their regular hourly rate, which has caused them to receive an overtime rate that was less than one and one-half times their regular rates.

113. Defendant's conduct and practices, described herein, has been willful, intentional, unreasonably, arbitrary, and in bad faith.

114. As a result of Defendant's violations of KRS § 337.285, Plaintiff and the Rule 23

Class members are entitled to recover unpaid overtime wages dating five (5) years back, KRS § 413.120 (2), plus an additional equal amount in liquidated damages, reasonable attorneys' fees, and costs of this action, pursuant to KRS § 337.385.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief against Defendant:

(A) A declaratory judgment that Defendant' wage practices alleged herein have violated the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*;

(B) A declaratory judgment that Defendant' wage practices alleged herein have violated the Kentucky's Wages and Hours Act, Ky. Rev. Stat. Ann. §§ 337.010, *et seq.*

(C) An Order for injunctive relief ordering Defendant to comply with the FLSA and KRS and end all of the illegal wage practices alleged herein;

(D) Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein;

(E) Certifying this action as a class action pursuant to Fed R. Civ. P. 23 with respect to Plaintiff's state law claim set forth herein;

(F) Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment and locations of employment of all putative FLSA collective FLSA and Rule 23 Class members;

(G) Authorizing Plaintiff's counsel to send notice(s) of this action to all putative FLSA Collective and Rule 23 Class members, including the publishing of notice in a manner

that is reasonably calculated to apprise the FLSA Collective and class members of their rights by law to join and participate in this lawsuit;

(H) Designating Lead Plaintiff as the representative of the FLSA Collective and Rule 23 Class members in this action;

(I) Designating the undersigned counsel as counsel for the FLSA Collective and Rule 23 Class members in this action;

(J) Judgment for damages for all unpaid overtime compensation and liquidated damages to which Plaintiff and the FLSA Collective members are lawfully entitled under the FLSA, 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*;

(K) Judgment for damages for all unpaid overtime compensation and pre-judgment interest to which Plaintiff and the Rule 23 Class members are lawfully entitled under the KRS;

(L) An incentive award for the Lead Plaintiff for serving as representative of the FLSA Collective and Rule 23 Class members in this action;

(M) Declaring Defendant has willfully violated the FLSA, KRS, and the Department of Labor's attendant regulations as cited herein;

(N) Declaring Defendant has violated and that said violations have been intentional, willfully oppressive, fraudulent and malicious;

(O) Awarding reasonable attorneys' fees and costs incurred by Plaintiff in this action as provided by the FLSA and KRS;

(P) Judgment for any and all civil penalties to which Plaintiff and the FLSA Collective members and Rule 23 class members may be entitled; and

(Q) Awarding such other and further relief as this Court deems necessary, just and proper.

JURY DEMAND

Plaintiff Carla Garrett, individually and on behalf of all other FLSA collective and Rule 23 Class members, by and through her attorneys, hereby demand a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled claims.

RESPECTFULLY SUBMITTED,

Dated: September 21, 2018

By: /s/ Trent Taylor

Trent Taylor (Kentucky Bar ID: 0094828)
Robert E. DeRose (will seek *Pro Hac Vice*
Admission)
Jessica R. Doogan (will seek *Pro Hac Vice*
Admission)
BARKAN MEIZLISH HANDELMAN
GOODIN DEROSE WENTZ, LLP
250 E. Broad Street, 10th Floor
Columbus, OH 43215
T: (800) 274-5297
F: (614) 744-2300
ttaylor@barkanmeizlish.com
bderose@barkanmeizlish.com
jdoogan@barkanmeizlish.com

Local Counsel for Plaintiff

Nicholas R. Conlon (will seek *Pro Hac*
Vice Admission)
Jason T. Brown (will seek *Pro Hac Vice*
Admission)
JTB LAW GROUP, LLC
155 2nd St., Suite 4
Jersey City, NJ 07302
T: (877) 561-0000
F: (855) 582-5297
nicholasconlon@jtblawgroup.com
jtb@jtblawgroup.com

Lead Counsel for Plaintiff

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
LEXINGTON DIVISION

CARLA GARRETT, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

**TOYOTA MOTOR MANUFACTURING,
KENTUCKY, INC.,**

Defendant.

Case No.

CONSENT TO SUE

I hereby consent to be a Plaintiff in the Fair Labor Standards Act case captioned above. I hereby consent to the bringing of any claims I may have under the Fair Labor Standards Act (for unpaid minimum wages, overtime, liquidated damages, attorney's fees, costs and other relief) and applicable state wage and hour law against the Defendant(s). I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by JTB Law Group LLC and Barkan Meizlish Handelman Goodin DeRose Wentz LLP, and to be bound by any settlement of this action or adjudication by the Court.

Signed: Carla Garrett Dated: 09/20/2018

Name: Carla Garrett

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
Carla Garrett, Individually, and on behalf of others similarly situated
(b) County of Residence of First Listed Plaintiff Fayette
(c) Attorneys (Firm Name, Address, and Telephone Number)
Trent R. Taylor, Esq. (KY Bar No.: 0094828), Barkan Meizlish
Handelman Goodin DeRose Wentz, LLP, 250 E. Broad Street, 10th Floor
Columbus, Ohio 43215, Telephone (800) 274-5297, Fax (614) 744-2300

DEFENDANTS
Toyota Motor Manufacturing, Kentucky, Inc.,
County of Residence of First Listed Defendant Scott
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
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)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
PTF DEF
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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):
29 U.S.C. §201, et seq., and 29 U.S.C. §516, et seq.
Brief description of cause:
Underpayment of wages, failed to compensate employees for hours worked each week.

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 09/21/2018 SIGNATURE OF ATTORNEY OF RECORD Trent R. Taylor, Esq.

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Kentucky

Carla Garrett, individually, and on behalf of others
similarly situated,

Plaintiff(s)

v.

Toyota Motor Manufacturing, Kentucky, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Toyota Motor Manufacturing, Kentucky, Inc.
Registered Agent: CT Corporation
306 W. Main Street
Suite 512
Frankfort, KY 40601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Trent R. Taylor, Esq.
Barkan Meizlish Handelman Goodin DeRose Wentz, LLP
250 E. Broad Street, 10th Floor
Columbus, Ohio 43215

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Toyota's Largest Worldwide Manufacturing Plant Hit with Unpaid Overtime Class/Collective Action](#)
