

FILED
US DISTRICT COURT
WESTERN DISTRICT
OF ARKANSAS
Jul 19, 2018
OFFICE OF THE CLERK

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

**MYA HILL-SMITH, Individually and on
Behalf of All Others Similarly Situated**

PLAINTIFF

vs.

No. 5:18-cv-5145

**SILVER DOLLAR CABARET, INC.; PLATINUM
CABARET, LLC; ANTHONY F. CATROPPA;
and ANTHONY K. CATROPPA**

DEFENDANTS

ORIGINAL COMPLAINT–COLLECTIVE ACTION

COMES NOW Plaintiff Mya Hill-Smith, individually and on behalf of all others similarly situated, by and through her attorneys Steve Rauls and Josh Sanford of the Sanford Law Firm, PLLC, and for her Original Complaint–Collective Action (“Complaint”), does hereby state and allege as follows:

I. INTRODUCTION

1. Plaintiff Mya Hill-Smith (“Plaintiff”), individually and on behalf of all others similarly situated, brings this action against Defendants Silver Dollar Cabaret, Inc. (“SDC”), Platinum Cabaret, LLC (“Platinum”), Anthony F. Catroppa and Anthony K. Catroppa, (“Catroppa”) (collectively “Defendants”) for violations of the minimum wage and overtime requirements of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) and the Arkansas Minimum Wage Act, Ark. Code Ann. § 11-4-201, *et seq.* (“AMWA”).

2. Plaintiff seeks the certification of a collective action pursuant to Section 216 of the FLSA.

3. Plaintiff further seeks a declaratory judgment; monetary damages; liquidated damages; prejudgment interest; and costs, including reasonable attorneys' fees, within the applicable statutory limitations period as a result of Defendants' failure to pay proper minimum wages and overtime compensation under the FLSA and the AMWA.

4. The relevant time period for this Complaint is all of the time within the three years immediately preceding the filing of this Complaint.

II. JURISDICTION AND VENUE

5. Plaintiff and those similarly situated seek a declaratory judgment under 28 U.S.C. §§ 2201 and 2202.

6. Plaintiff seeks compensation and other relief under the FLSA.

7. Accordingly, this Court has "federal question" jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1337.

8. This Complaint also alleges causes of action under the AMWA, which arise out of the same set of operative facts as the federal causes of action, and which would be expected to be tried with the federal claims in a single judicial proceeding.

9. Accordingly, this Court has supplemental jurisdiction over the additional AMWA claims pursuant to 28 U.S.C. § 1367(a).

10. Plaintiff alleges violations of the FLSA and the AMWA that occurred at Defendants' premises in Fayetteville, Arkansas.

11. The acts complained of were committed and had their principal effect, as described more fully below, within the Western District of Arkansas, Fayetteville Division; therefore, venue is proper within this District pursuant to 28 U.S.C. § 1391.

III. PARTIES

12. Plaintiff repeats and re-alleges all previous paragraphs of this Complaint as though fully incorporated in this section.

13. Plaintiff Mya Hill-Smith is an individual and resident of the State of Arkansas.

14. SDC is an Arkansas corporation.

15. SDC operates an “adult entertainment club” at 2125 North College Avenue, Fayetteville, Arkansas 72703.

16. SDC maintains a series of website pages found at <http://www.silverdollarfayetteville.com>.

17. During the relevant time, SDC hired “exotic dancers,” including Plaintiff and others similarly situated, to perform “exotic stage dancing” and “lap dances” on its premises.

18. During the relevant time, SDC had at least some employees who engaged in interstate commerce or in the production of goods for interstate commerce, or who handled, sold, or otherwise worked on goods or materials that had been moved in or produced for interstate commerce, including, but not limited to, items such as food products; beverages such as alcohol, soft drinks, juice, or water; lighting; furniture; technology such as computers, wireless

internet routers, or websites; credit cards, debit cards, and other forms of payment; and other goods typically used in the operation of an adult entertainment center.

19. During the relevant time, SDC's annual gross volume of sales made or business done was not less than \$500,000.00 (exclusive of excise taxes at the retail level that are separately stated) in each calendar year.

20. During the relevant time, SDC continuously employed at least four individuals, including Plaintiff and others similarly situated.

21. Platinum is an Arkansas corporation.

22. Platinum operates an "adult entertainment club" at 2366 North College Avenue, Fayetteville, Arkansas 72703 (collectively with SDC's operation at 2125 North College, the "Club").

23. Platinum maintains a series of website pages found at <http://www.platinumfayetteville.com>.

24. During the relevant time, Platinum hired "exotic dancers," including Plaintiff and others similarly situated, to perform "exotic stage dancing" and "lap dances" on its premises.

25. During the relevant time, Platinum had at least some employees who engaged in interstate commerce or in the production of goods for interstate commerce, or who handled, sold, or otherwise worked on goods or materials that had been moved in or produced for interstate commerce, including, but not limited to, items such as food products; beverages such as alcohol, soft drinks, juice, or water; lighting; furniture; technology such as computers, wireless

internet routers, or websites; credit cards, debit cards, and other forms of payment; and other goods typically used in the operation of an adult entertainment center.

26. During the relevant time, Platinum's annual gross volume of sales made or business done was not less than \$500,000.00 (exclusive of excise taxes at the retail level that are separately stated) in each calendar year.

27. During the relevant time, Platinum continuously employed at least four individuals, including Plaintiff and others similarly situated.

28. Defendants acted jointly as the employer of Plaintiff and the proposed collective and are and have been engaged in interstate commerce as that term is defined under the FLSA and AMWA.

29. Defendants have unified operational control and management, as well as control over employees, including shared power to supervise, hire and fire, establish wages and wage policies, and set schedules for their employees through unified management.

30. As a result of this unified operation control and management, through shared employees and ownership with the authority to establish wages and wage policy, Defendants operated as single enterprise

31. Anthony F. Catroppa is an individual who resides in the State of Arkansas.

32. Anthony F. Catroppa serves as the registered agent for SDC and Platinum, and he keeps an address at 8391 South Lakeshore Drive, Rogers, Arkansas 72756.

33. Anthony F. Catroppa is a principal and/or director and/or officer of SDC.

34. Upon information and belief, Anthony F. Catroppa is a principal and/or director and/or officer of Platinum.

35. Upon information and belief, Anthony F. Catroppa manages and controls the operation of SDC and dictates the employment policies of the club, including but not limited to the decision to classify exotic dancers as independent contractors and to require that dancers split their tips with the club.

36. Upon information and belief, Anthony F. Catroppa manages and controls the operation of Platinum and dictates the employment policies of the club, including but not limited to the decision to classify exotic dancers as independent contractors and to require that dancers split their tips with the club

37. Upon information and belief, Anthony F. Catroppa owns all or part of SDC.

38. Upon information and belief, Anthony F. Catroppa owns all or part of Platinum.

39. Anthony K. Catroppa is an individual who resides in the State of Arkansas.

40. Anthony K. Catroppa is a principal and/or director and/or officer of SDC.

41. Upon information and belief, Anthony K. Catroppa is a principal and/or director and/or officer of Platinum.

42. Upon information and belief, Anthony K. Catroppa manages and controls the operation of SDC and dictates the employment policies of the club, including but not limited to the decision to classify exotic dancers as independent contractors and to require that dancers split their tips with the club.

43. Upon information and belief, Anthony K. Catroppa manages and controls the operation of Platinum and dictates the employment policies of the club, including but not limited to the decision to classify exotic dancers as independent contractors and to require that dancers split their tips with the club

44. Upon information and belief, Anthony K. Catroppa owns all or part of SDC.

45. Upon information and belief, Anthony K. Catroppa owns all or part of Platinum.

IV. FACTUAL ALLEGATIONS

46. Plaintiff repeats and re-alleges all the preceding paragraphs of this Complaint above, as if fully set forth herein.

47. During the relevant time, Plaintiff performed “exotic stage dancing” and “lap dances” on Defendants’ premises.

48. Plaintiff danced for Defendants during a period beginning in October of 2017 and ending in April of 2018.

49. Plaintiff did not financially invest in the Club.

50. Plaintiff did not share in the profits or losses of the Club.

51. Plaintiff had no control over her work environment. Defendants, not Plaintiff, set minimum prices for lap and private dances.

52. Defendants set the rules and had complete control over the venue, and Plaintiff had to obey these rules or risk loss of some or all of her tips and/or the loss of her job.

53. During the relevant time, Plaintiff performed “exotic stage dancing” and “lap dances” on Defendants’ premises for more than forty hours in at least one workweek.

54. In fact, Plaintiff worked for Defendants for more than forty hours in *many* workweeks during the relevant time.

55. Defendants failed to pay Plaintiff at least \$7.25 for all hours worked.

56. Defendants failed to pay Plaintiff at least \$8.50 for all hours worked.

57. Defendants failed to pay Plaintiff one and one-half times the applicable minimum wage or Plaintiff’s regular rate for all hours worked over forty in a workweek.

58. In addition to time that Plaintiff spent performing at the Club, Defendants required Plaintiff to attend Dancer meetings during non-business hours, which were uncompensated.

59. At all relevant times, Defendants knew or should have known that the FLSA applied to the operation of an adult entertainment club. Defendants knew of or should have been aware of previous litigation and enforcement actions relating to wage and hour violations where the misclassification of exotic dancers as independent contractors under the FLSA was challenged.

60. Cases in support of the position taken by Plaintiff in this lawsuit are many and are found throughout the country. Many of them meaningfully predate

the intentional misclassification committed by Defendants in this case. *Harrell v. Diamond Entertainment, Inc.*, 992 F. Supp. 1343, (M.D. Fla. 1997); *Reich v. Circle C. Investments, Inc.*, 998 F. 2d 324 (5th Cir. 1993); *Reich v. ABC/York-Estes Corp*, 1997 WL 264379 (N.D.Ill. 1997); *Reich v. Priba Corp.*, 890 F.Supp. 586 (N.D.Tex. 1995); *Martin v. Priba Corp.*, 1992 WL 486911 (N.D.Tex.); *Martin v. Circle C. Investments, Inc.*, 1991 WL 338239 (W.D. Tex); *Donovan v. Tavern Talent & Placements, Inc.*, 1986 WL 32746 (D.Colo.); *Morse v. Mer Corp.*, 2010 WL 2346334 (S.D. Ind.). *Collins v. Barney's Barn, Inc., et al.*, 5:12-cv-685-SWW (E.D.Ark.) *Whitworth v. French Quarter Partners, Inc., et al.*, 6:13-cv-6003-RTD (W.D.Ark.).

V. FLSA COLLECTIVE ACTION ALLEGATIONS

61. Plaintiff repeats and re-alleges all the preceding paragraphs of this Complaint above, as if fully set forth herein.

62. Plaintiff brings her claims for relief for violation of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons who worked as exotic dancers at Defendants' places of business at any time within the three years prior to the filing of this lawsuit.

63. Defendants employed exotic dancers other than Plaintiff who performed exotic stage dancing or lap dances.

64. The exotic dancers other than Plaintiff did not financially invest in the Club.

65. The exotic dancers other than Plaintiff did not share in the profits or losses of the Club.

66. Defendants employed exotic dancers other than Plaintiff who worked more than forty hours in at least one workweek during the relevant time.

67. Defendants failed to pay one or more exotic dancers other than Plaintiff a wage of at least \$7.25 per hour for all hours worked.

68. Defendants failed to pay one or more exotic dancers other than Plaintiff one and one-half times the minimum wage or their regular rate for all hours worked over forty in a workweek.

69. Exotic dancers other than Plaintiff had no control over their work environment. For example, Defendants, not exotic dancers, set minimum prices for lap and private dances.

70. Defendants set the rules and had complete control over the venue, and exotic dancers had to obey these rules or risk loss of some or all of their tips and/or their jobs.

71. The proposed FLSA class members are similarly situated in that they have been subject to uniform practices by Defendants which violated the FLSA, including:

- A. Defendants' failure to compensate exotic dancers, including Plaintiff, at the minimum wage rate required by the FLSA, 29 U.S.C. § 206; and
- B. Defendants' failure to pay exotic dancers, including Plaintiff, overtime compensation in violation of the FLSA, 29 U.S.C. § 207.

72. In conformity with the requirements of FLSA Section 16(b), Plaintiff has attached hereto as Exhibit "A" her written Consent to Join this lawsuit.

73. Plaintiff is unable to state the exact number of the potential members of the FLSA Collective but believe that the group exceeds 50 persons.

74. In the modern era, most working-class Americans have become increasingly reliant on email and text messages, and generally use them just as often, if not more so, than traditional U.S. Mail.

75. Defendants can readily identify the members of the Section 16(b) Collective. The names and physical and mailing addresses of the FLSA collective action plaintiffs are available from Defendants, and a Court-approved Notice should be provided to the FLSA collective action plaintiffs via first class mail, email and text message to their last known physical and electronic mailing addresses and cell phone numbers as soon as possible, together with other documents and information descriptive of Plaintiff's FLSA claim.

VI. LEGAL ALLEGATIONS

A. Individual Claims for Violation of FLSA

76. Plaintiff repeats and re-alleges all the preceding paragraphs of this Complaint above, as if fully set forth herein.

77. Plaintiff was an employee of Defendants.

78. Defendants were the employer of Plaintiff.

79. Defendants failed to pay Plaintiff the minimum or overtime wages required under the FLSA.

80. Defendants required Plaintiff to pay for the right to work and took other deductions from her tips, in violation of the FLSA.

81. Defendants' conduct and practices, as described above, were willful, intentional, unreasonable, arbitrary and in bad faith.

82. By reason of the unlawful acts alleged herein, Defendants are liable to Plaintiff for monetary damages, liquidated damages and costs, including reasonable attorney's fees provided by the FLSA for all violations which occurred beginning at least three (3) years preceding the filing of this complaint, plus periods of equitable tolling.

83. Alternatively, should the Court find that Defendants acted in good faith in failing to pay Plaintiff as provided by the FLSA, Plaintiff is entitled to an award of prejudgment interest at the applicable legal rate.

B. Individual Claims for Violations of AMWA

84. Plaintiff repeats and re-alleges all the preceding paragraphs of the Complaint above, as if fully set forth herein.

85. Plaintiff was an employee of Defendants.

86. Defendants were the employer of Plaintiff.

87. Defendants failed to pay Plaintiff the minimum and overtime wages required under the AMWA.

88. Defendants required Plaintiff to pay for the right to work and took other deductions from her tips, in violation of the AMWA.

89. Defendants' conduct and practices, as described above, are and/or were willful, intentional, unreasonable, arbitrary and in bad faith.

90. By reason of the unlawful acts alleged herein, Defendants are liable to Plaintiff for monetary damages, liquidated damages, prejudgment interest, civil penalties and costs, including reasonable attorney's fees provided by the AMWA.

91. Alternatively, should the Court find that Defendants acted in good faith in failing to pay Plaintiff as provided by the FLSA, Plaintiff is entitled to an award of prejudgment interest at the applicable legal rate.

C. Collective Action Claim for Violations of the FLSA

92. Plaintiff repeats and re-alleges all the preceding paragraphs of the Complaint above, as if fully set forth herein.

93. Plaintiff was an employee of Defendants.

94. Defendants were the employer of Plaintiff.

95. Plaintiff asserts this claim on behalf of all exotic dancers employed by Defendants to recover monetary damages owed by Defendants to Plaintiff and members of the putative collective for unpaid wages, minimum wages and for overtime compensation for all the hours they worked in excess of forty (40) each week.

96. Plaintiff brings this action on behalf of herself and all other similarly situated employees, former and present, who were and/or are affected by Defendants' willful and intentional violation of the FLSA.

97. Because these employees are similarly situated to Plaintiff, and are owed overtime for the same reasons, the proposed collective is properly defined as follows:

All Exotic Dancers who worked for Defendants Silver Dollar Cabaret, Inc., Platinum Cabaret, LLC, Anthony F. Catroppa, and Anthony K. Catroppa (collectively "Defendants") in the State of Arkansas at any time after July 19, 2018.

98. Defendants failed to pay exotic dancers other than Plaintiff minimum or overtime wages required under the FLSA.

99. Defendants required exotic dancers other than Plaintiff to pay for the right to work and took other deductions from their tips, in violation of the FLSA.

100. Defendants' conduct and practice, as described above, were willful, intentional, unreasonable, arbitrary and in bad faith.

101. By reason of the unlawful acts alleged herein, Defendants are liable to exotic dancers other than Plaintiff for monetary damages, liquidated damages and costs, including reasonable attorney's fees provided by the FLSA.

VII. PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiff Mya Hill-Smith, individually and on behalf of all others similarly situated, respectfully prays as follows:

- (A) That Defendants each be summoned to appear and answer herein;
- (B) For orders regarding certification of and notice to the proposed collective class;
- (C) For an order entering judgment in Plaintiff's and similarly situated dancers' favor against each Defendant, jointly and severally;
- (D) For declaratory judgment that Defendants' practices alleged herein violate the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.*, and attendant regulations at 29 C.F.R. §516 *et seq.*;

- (E) For declaratory judgment that Defendants' practices alleged herein violate the Arkansas Minimum Wage Act, Ark. Code Ann. § 11-4-201, *et seq.* and attendant regulations;
- (F) For damages for all unpaid regular wages and overtime compensation under the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.*, and attendant regulations at 29 C.F.R. §516 et seq.;
- (G) For damages for all unpaid regular wages and overtime compensation under the Arkansas Minimum Wage Act, Ark. Code Ann. § 11-4-201, *et seq.* and attendant regulations;
- (H) For liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.*, in an amount equal to all unpaid regular wages and overtime compensation owed to Plaintiff and all others similarly situated during the applicable statutory period;
- (I) For liquidated damages pursuant to the Arkansas Minimum Wage Act, Ark. Code Ann. § 11-4-201, *et seq.* and attendant regulations;
- (J) For an equitable tolling of the statutes of limitations due to violations of applicable laws by Defendants;
- (K) For an order directing Defendants to pay Plaintiff and all others similarly situated prejudgment interest, reasonable attorney's fees and all costs connected with this action;
- (L) For punitive damages in accordance with the Arkansas Civil Justice Reform Act, Ark. Code Ann. § 16-55-206; and
- (M) For such other and further relief as this Court may deem necessary, just and proper.

Respectfully submitted,

**MYA HILL-SMITH, Individually and
on Behalf of All Others Similarly Situated,
PLAINTIFF**

SANFORD LAW FIRM, PLLC
ONE FINANCIAL CENTER
650 S. SHACKLEFORD, SUITE 411
LITTLE ROCK, ARKANSAS 72211
TELEPHONE: (501) 221-0088
FACSIMILE: (888) 787-2040



Steve Rauls
Ark. Bar No. 2011170
steve@sanfordlawfirm.com



Josh Sanford
Ark. Bar No. 2001037
josh@sanfordlawfirm.com

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Silver Dollar Cabaret, Platinum Cabaret Facing Unpaid Overtime Lawsuit](#)
