

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(SOUTHERN DIVISION)**

**LONNIE MAYO, individually and on behalf of all  
others similarly situated,  
8028 Abbey Court, Apt. M  
Pasadena, MD 21122**

**Plaintiff,**

**-against-**

**THE CHEESECAKE FACTORY RESTAURANTS,  
INC. d/b/a THE CHEESECAKE FACTORY,  
26901 Malibu Hills Road  
Calabasas Hills, CA 91301**

**Defendant.**

**No.**

**CLASS AND  
COLLECTIVE  
ACTION  
COMPLAINT**

Plaintiff Lonnie Mayo (“Plaintiff” or “Mayo”), through her attorneys, brings this Class and Collective Action individually, and on behalf of all others similarly situated, as a class representative, against The Cheesecake Factory Restaurants, Inc. d/b/a The Cheesecake Factory (“Defendant” or “The Cheesecake Factory”) and alleges as follows:

**NATURE OF THE ACTION**

1. Mayo brings this action for equitable relief and to recover unpaid minimum and overtime wages, liquidated damages, treble damages, and interest on behalf of herself and all other similarly situated front-of-the-house tipped employees, such as servers, bussers, runners, and bartenders (collectively, the “Tipped Employees”), who are or have been employed by The Cheesecake Factory located at 1872 Annapolis Mall Road, Annapolis, Maryland 21401 at any time

between the three years prior to the filing of this Complaint and the time of trial in this action (the “Liability Period”).

2. Throughout the Liability Period, The Cheesecake Factory has had a policy or practice of shaving the number of hours that Mayo and all other Tipped Employees worked per workweek. The Cheesecake Factory also required Tipped Employees, including Mayo, to perform uncompensated off-the-clock work. Because of these policies or practices, Mayo and the Tipped Employees were not paid for all hours that they worked per workweek.

3. Throughout the Liability Period, The Cheesecake Factory compensated Mayo and all Tipped Employees in Annapolis, Maryland at a reduced minimum wage rate of \$3.63 per hour without providing them proper notice of the tip credit.

4. Mayo brings this action on behalf of herself and all similarly situated current and former Tipped Employees at the Cheesecake Factor in Annapolis, Maryland who elect to opt in to this action pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the wage-and-hour provisions of the FLSA by Defendant that have deprived Mayo and the Tipped Employees of their lawfully earned wages.

5. Mayo also bring this action on behalf of herself and all similarly situated current and former Tipped Employees at the Annapolis, Maryland Cheesecake Factory who worked for Defendant throughout the Liability Period pursuant to Federal Rule of Civil Procedure 23 (“Rule 23”) to remedy violations of the Maryland Wage and Hour Law, Md. Code. Ann., Labor & Employment Article, § 3-401 *et seq.* (“MWHL”), and the Maryland Wage Payment and Collection Law, Md. Code. Ann., Labor & Employment Article § 3-501 *et seq.* (“MWPCL”).

### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337, and jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

7. This Court also has jurisdiction over Mayo's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

8. Venue is proper in the District of Maryland pursuant to 28 U.S.C. § 1391(b)(2), because the events or omissions giving rise to the claims occurred in this District. Moreover, Defendant frequently does business in Maryland and is subject to personal jurisdiction in this District.

### **THE PARTIES**

#### **Plaintiff Lonnie Mayo**

9. Lonnie Mayo is an adult individual who is a resident of Pasadena, Maryland.

10. Mayo was employed as a server and food runner by The Cheesecake Factory, at its location in Annapolis, Maryland, from April 11, 2014, to November 2016.

11. Mayo is a covered employee within the meaning of the FLSA, the MWHL, and the MWPCCL and was engaged in interstate commerce throughout her employment.

12. A written consent form for Mayo is being filed with this Complaint.

#### **Defendant The Cheesecake Factory Restaurants, Inc.**

13. The Cheesecake Factory Restaurants, Inc. is a foreign business corporation organized and existing under the laws of the State of California.

14. The Cheesecake Factory Restaurants, Inc. owns and operates The Cheesecake Factory, an award-winning "casual dining" restaurant with more than 200 locations worldwide. See <https://www.thecheesecakefactory.com/about-us/>.

15. The Cheesecake Factory Restaurants, Inc. owns and operates the Annapolis, Maryland Cheesecake Factory restaurant (the "Annapolis Restaurant").

16. The Cheesecake Factory Restaurants, Inc. has employed Mayo and the Tipped Employees within the Liability Period in the Annapolis Restaurant.

17. The Cheesecake Factory Restaurants, Inc. is listed in Mayo's and the Tipped Employees' weekly wage statements as their employer.

18. The Cheesecake Factory Restaurants, Inc. is a covered employer within the meaning of the FLSA, the MWHL, and the MWPCCL.

19. Within the Liability Period, The Cheesecake Factory Restaurants, Inc. has controlled, directed, and set the wage rates, work schedules, and work duties of Mayo and the Tipped Employees in the Annapolis Restaurant.

20. The Cheesecake Factory Restaurants, Inc. has applied the same employment policies, practices, and procedures to Mayo and all Tipped Employees, including policies, practices, and procedures with respect to the payment of minimum and overtime wages in the Annapolis Restaurant.

21. For each year in the Liability Period, The Cheesecake Factory Restaurants, Inc.'s annual gross volume of sales made or business done exceeded \$500,000.00.

#### **PLAINTIFF'S FACTUAL ALLEGATIONS**

22. Throughout her employment at The Cheesecake Factory in Annapolis, Maryland, Mayo regularly worked five days per week, averaging approximately forty-one to fifty-eight hours per workweek.

23. During this period, Mayo's hours worked per workweek varied, but she regularly worked a variation of the following schedules:

- (a) Monday from some point between 9:00 a.m. and 12:00 p.m. to 5:30 or 6:00 p.m., but at times also worked until approximately 2:00 a.m.;
- (b) Wednesday from approximately 10:50 a.m. to 10:30 or 11:00 p.m. or from approximately 4:00 or 4:50 p.m. to 11:45 p.m.;
- (c) Friday from 10:50 a.m. to 1:00 or 1:30 a.m.;
- (d) Saturday 10:50 a.m. to 6:00 or 6:30 p.m.; and
- (e) Sunday from approximately 9:50 a.m. to 5:00 p.m.

24. Except for approximately six workweeks, throughout her employment, Defendant paid Mayo \$3.63 per hour for the first forty hours worked per workweek.

25. Defendant did not provide Mayo with adequate notice of the tip credit, as required under the FLSA or the MWHL, at any point throughout her employment.

26. Defendant regularly shaved the number of hours that Mayo worked, so that her wage statements received per workweek did not accurately reflect the total number of hours that she had worked in that pay period.

27. For example, for the workweek of June 8 to June 14, 2016, Defendant deleted approximately thirty-two minutes from the June 10 entry in Mayo's time card, even though Mayo worked the thirty-two minutes on June 10, 2016, and over forty hours in that workweek.

28. On the few instances when Defendant paid Mayo for hours worked over forty per workweek, it did so at an hourly rate of either \$4.84, \$5.09, \$5.17, or \$5.34.

#### **COLLECTIVE ACTION ALLEGATIONS**

29. Mayo brings the First and Third Causes of Action, FLSA claims, on behalf of herself and all similarly situated Tipped Employees who worked at the Annapolis Restaurant within the Liability Period and who elect to opt-in to this action (the "FLSA Collective").

30. As part of its business, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Mayo and the FLSA Collective. This policy or pattern and practice includes, but is not limited to, willfully failing to pay the Tipped Employees, including Mayo and the FLSA Collective, at the proper wage rates for all hours worked per workweek.

31. Defendant's unlawful policies or patterns and practices are common to all Tipped Employees at The Cheesecake Factory. For this reason, Defendant faces similar lawsuits, arising out of similar allegations of uncompensated off-the-clock work and shaved hours, in other jurisdictions. *See, e.g., Sharpe v. The Cheesecake Factory Restaurants, Inc.*, No. 17 Civ. 03205 (E.D. Pa. July 18, 2017); *Guglielmo v. The Cheesecake Factory Restaurants, Inc.*, No. 15 Civ. 03117 (E.D.N.Y. May 28, 2015).

32. Consistent with Defendant's policy and pattern or practice, Defendant paid Mayo and the FLSA Collective at the tipped employee minimum wage rate of \$3.63 per hour, and at other hourly rates below the statutory minimum wage rate, without providing them with proper notice of the tip credit provisions of section 203(m) of the FLSA.

33. Consistent with Defendant's policy and pattern or practice, Defendant required Mayo and the Tipped Employees to perform uncompensated off-the-clock work and shaved the number of hours that Mayo and the FLSA Collective worked per workweek to avoid paying them overtime wages.

34. For example, before clocking in at the start of each shift, Defendant required Mayo and other Tipped Employees to attend a pre-shift meeting of approximately ten minutes.

35. As they approached forty hours worked in a workweek, Defendant forbade Tipped Employees, including Mayo, from clocking in until after their first table of customers arrived.

36. Upon information and belief, managers at the Annapolis Restaurant received quarterly bonuses if labor costs, such as Tipped Employees' wages, were sufficiently low at the end of each quarter, and therefore the managers were incentivized to shave time the Tipped Employees worked.

37. All of the work that Mayo and the FLSA Collective performed has been assigned by Defendant, and/or Defendant has been aware of all of the work that Plaintiff and the FLSA Collective have performed.

38. There are numerous similarly situated current and former Tipped Employees who have been denied minimum and overtime wages, in violation of the FLSA, and who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

#### **CLASS ACTION ALLEGATIONS**

39. Mayo brings the Second, Fourth, and Fifth Causes of Action, MWHL and MWPCL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of herself and a class of persons consisting of:

All persons who work or have worked as Tipped Employees at the Annapolis Cheesecake Factory Restaurant within the three years prior to the date of filing of this lawsuit and the date of final judgment in this matter (the "Rule 23 Class").

40. The Rule 23 Class members are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

41. There are more than eighty Rule 23 Class members.

42. Mayo's claims are typical of those claims that could be alleged by any Rule 23 Class member, and the relief sought is typical of the relief which would be sought by each Rule 23 Class member in separate actions.

43. Mayo and the Rule 23 Class have all been injured in that they have been uncompensated or under-compensated due to Defendant's common policies, practices, and patterns of conduct. Defendant's corporate-wide policies and practices affected all Rule 23 Class members similarly in the Annapolis Restaurant, and Defendant benefited from the same type of unfair and/or wrongful acts as to each of the Rule 23 Class members.

44. Plaintiff is able to fairly and adequately protect the interests of the Rule 23 Class and has no interests antagonistic to the Rule 23 Class.

45. Plaintiff is represented by attorneys who are experienced and competent in both class action litigation and employment litigation, and have previously represented many plaintiffs and classes in wage and hour cases.

46. A class action is superior to other available methods for the fair and efficient adjudication of the controversy—particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries, and damages suffered by each of the individual Rule 23 Class members are small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Rule 23 Class members to redress the wrongs done to them. On the other hand, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant savings of these costs. The prosecution of



separate actions by individual Rule 23 Class members would create a risk of inconsistent and/or varying adjudications with respect to the individual Rule 23 Class members, establishing incompatible standards of conduct for Defendant and resulting in the impairment of the Rule 23 Class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

47. Common questions of law and fact exist as to the Rule 23 Class that predominate over any questions only affecting Mayo and the Rule 23 Class members individually and include, but are not limited to, the following:

- (a) whether Defendant compensated Mayo and the Rule 23 Class at the correct overtime wage rate for hours worked in excess of forty per workweek;
- (b) whether Defendant systematically shaved the number of hours worked by Mayo and the Rule 23 Class in the Annapolis Restaurant;
- (c) whether Defendant failed to furnish Mayo and the Rule 23 Class with proper notice of the tip credit provisions of the MWHL;
- (d) whether Defendant's policy of failing to pay Mayo and other Tipped Employees the wages that they were owed per workweek was instituted willfully or with reckless disregard of the law; and
- (e) the nature and extent of class-wide injury and the measure of damages for those injuries.

**FIRST CAUSE OF ACTION**  
**Fair Labor Standards Act – Minimum Wages**  
**(Brought on behalf of Plaintiff and the FLSA Collective)**

48. Plaintiff repeats and incorporates by reference all allegations in the preceding paragraphs.

49. Throughout the Liability Period, Plaintiff and the FLSA Collective have been employed by an entity engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. § 201 *et seq.*, and/or they have been engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. § 201 *et seq.*

50. Throughout the Liability Period, Plaintiff and the FLSA Collective were employees within the meaning of 29 U.S.C. §§ 201 *et seq.*

51. Throughout the Liability Period, Defendant has been the employer of Plaintiff and the FLSA Collective, and it has been engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 201 *et seq.*

52. The minimum wage provisions set forth in the FLSA, 29 U.S.C. § 201 *et seq.*, and the supporting federal regulations, apply to Defendant and protect Plaintiff and the FLSA Collective.

53. Defendant has failed to pay Plaintiff and the FLSA Collective the minimum wages to which they are entitled under the FLSA. Specifically, Defendant did not pay Plaintiff and the FLSA Collective a base hourly wage rate at the full minimum wage rate for all hours worked up to forty per workweek.

54. Defendant could not avail itself of the federal tipped minimum wage rate under the FLSA, 29 U.S.C. § 201 *et seq.*, because Defendant failed to inform Plaintiff and the FLSA Collective of the provisions of subsection 203(m) of the FLSA.

55. Defendant's unlawful conduct was willful and intentional. Defendant is aware or should have been aware that the practices described in this Complaint are unlawful. Defendant has not made a good faith effort to comply with the FLSA with respect to the compensation of Plaintiff and the FLSA Collective.

56. Because Defendant's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. §§ 201 *et seq.*

57. As a result of Defendant's willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied minimum wages in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, pre- and post-judgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 201 *et seq.*

**SECOND CAUSE OF ACTION**  
**Maryland Wage and Hour Law – Minimum Wages**  
**(Brought on behalf of Plaintiff and the Rule 23 Class)**

58. Plaintiff repeats and incorporates by reference all allegations in the preceding paragraphs.

59. Throughout the Liability Period, Plaintiff and the Rule 23 Class have been employees of Defendant, and Defendant has been an employer of Plaintiff and the Rule 23 Class, within the meaning of MWHL, Maryland Labor and Employment Code Ann. § 3-413.

60. During the same period, Plaintiff and the Rule 23 Class have been covered employees under the MWHL.

61. The minimum wage and wage payment requirements of the MWHL apply to Plaintiff and the Rule 23 Class, and required Defendant to pay them at the minimum wage rate per hour worked up to forty per workweek.

62. Defendant failed to pay Plaintiff and the Rule 23 Class the minimum wages to which they are entitled under the MWHL, Maryland Labor and Employment Code Ann. § 3-413(c). Specifically, Defendant did not pay Plaintiff and the Rule 23 Class a base hourly wage rate at the full minimum wage rate for all hours worked up to forty per workweek.

63. Defendant could not avail itself of the tipped minimum wage rate under the MWHL, because Defendant failed to inform Plaintiff and the Rule 23 Class of the tip credit provisions of the MWHL, Maryland Labor and Employment Code Ann. § 3-419.

64. Defendant's unlawful conduct was willful and intentional. Defendant is aware or should have been aware that the practices described in this Complaint are unlawful. Defendant has not made a good faith effort to comply with the MWHL with respect to the compensation of Plaintiff and the Rule 23 Class.

65. As a result of Defendant's willful violations of the MWHL, Plaintiff and the Rule 23 Class have suffered damages by being denied minimum wages in accordance with the MWHL in amounts to be determined at trial, and are entitled to recovery of such amounts, double that amount in liquidated damages, pre- and post-judgment interest, attorneys' fees, costs, and other compensation pursuant to the MWHL.

**THIRD CAUSE OF ACTION**  
**FLSA – Failure to Pay Overtime Wages**  
**(Brought on behalf of Plaintiff and the FLSA Collective)**

66. Plaintiff repeats and incorporates by reference all allegations in the preceding paragraphs.

67. The overtime wage provisions set forth in the FLSA, 29 U.S.C. § 201 *et seq.*, and the supporting federal regulations, apply to Defendant and protect Plaintiff and the FLSA Collective. The FLSA mandates that Defendant compensate Plaintiff and the FLSA Collective no less than 1.5 times their regular rates of pay, or 1.5 times the applicable minimum wage rate, for all hours worked over forty in a given workweek.

68. Defendant failed to pay Plaintiff and the FLSA Collective overtime wages to which they were entitled under the FLSA. Specifically, Defendant failed to pay Plaintiff and the FLSA

Collective one and one-half times the applicable minimum wage rate for all hours that they worked in excess of forty per workweek. Instead, on the instances when Defendant paid Plaintiff and the FLSA Collective overtime wages, it improperly did so for only some, but not all, of their overtime hours worked at a rate of approximately 1.5 times the tipped employee minimum wage rate.

69. As a result of Defendant's violations of the FLSA, Plaintiff and the FLSA Collective have been deprived of overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, pre- and post-judgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

**FOURTH CAUSE OF ACTION**  
**Maryland Wage and Hour Law – Overtime Wages**  
**(Brought on Behalf of Plaintiff and the Rule 23 Class)**

70. Plaintiff repeats and incorporates by reference all allegations in the preceding paragraphs.

71. The overtime wage provisions of the MWHL, Maryland Labor and Employment Code Ann. § 3-415, apply to Defendant and protect Plaintiff and the Rule 23 Class.

72. Defendant failed to pay Plaintiff and the Rule 23 Class the overtime wages to which they are entitled under the MWHL. Specifically, Defendant did not pay Plaintiff and the Rule 23 Class a base hourly rate not less than 1.5 times the applicable minimum wage rate for all hours worked in excess of forty per workweek. Instead, on the instances when Defendant paid Plaintiff and the Rule 23 Class overtime wages, it improperly did so for only some, but not all, of their overtime hours worked at a rate of approximately 1.5 times the tipped employee minimum wage rate.

73. By Defendant's knowing and/or intentional failure to pay Plaintiff and the Rule 23 Class overtime wages for hours worked in excess of forty hours per workweek, it has willfully violated MWHL, Maryland Labor and Employment Code Ann. § 3-415.

74. Due to Defendant's violations of the MWHL, Plaintiff and the Rule 23 Class are entitled to recover from Defendant their unpaid overtime wages, double that amount in liquidated damages, reasonable attorneys' fees and costs of the action, and pre- and post-judgment interest.

**FIFTH CAUSE OF ACTION**  
**Violation of the Maryland Wage Payment and Collection Law (MWPCL)**  
**(Brought on Behalf of Plaintiff and the Rule 23 Class)**

75. Plaintiff repeats and incorporates by reference all allegations in the preceding paragraphs.

76. The wage payment provisions of the MWPCL, Maryland Labor and Employment Code Ann. § 3-501 *et seq.*, apply to Defendant and protect Plaintiff and the Rule 23 Class.

77. Defendant failed to pay Plaintiff and the Rule 23 Class the minimum wages and overtime wages to which they are entitled under the MWHL also violates the wage payment requirements of the MWPCL.

78. The wages withheld from Plaintiff and the Rule 23 class were not withheld as a result of a *bona fide* dispute.

79. Plaintiff and the Rule 23 class are entitled to recover from Defendant three times the wages owed to them, in addition to reasonable attorneys' fees and costs, pursuant to Md. Code Ann., Lab. & Empl. § 3-507.2(b).

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of all other similarly situated persons, respectfully requests that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notice, to all Tipped Employees who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, worked at the Annapolis Restaurant of The Cheesecake Factory in Maryland. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid minimum wages and an additional and equal amount as liquidated damages pursuant to the FLSA and its supporting United States Department of Labor Regulations;

C. Unpaid overtime wages and an additional and equal amount as liquidated damages pursuant to the FLSA and its supporting United States Department of Labor Regulations;

D. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

E. Designation of Plaintiff as representative of the Rule 23 Class, and counsel of record as Class Counsel;

F. Unpaid minimum wages pursuant to the MWHL, Maryland Code Ann., Labor & Employment Article § 3-413;

G. Unpaid overtime wages pursuant to the MWHL, Maryland Code Ann., Labor & Employment Article § 3-415;

H. Liquidated damages under the MWHL, as provide for by Maryland Code Ann., Labor & Employment Article § 3-427(d).

I. Liquidated damages equal to three times the wages owed, as provided for by MWPCCL, Maryland Code Ann., Labor & Employment Article § 3-507.2(b);

J. Injunctive relief precluding Defendant from violating the MWHL and the MWPCCL, Md. Code Ann., Labor & Employment Article §§ 3-401 *et seq.* and §3-501 *et seq.*;

K. Pre- and post-judgment interest;

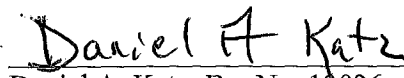
L. Reasonable attorneys' fees and costs of the action; and

M. Such other relief as this Court shall deem just and proper.

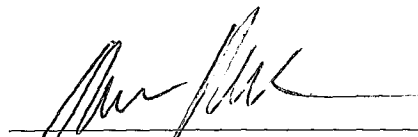
Respectfully submitted,

**LAW OFFICES OF GARY M. GILBERT  
& ASSOCIATES, P.C.**

**PECHMAN LAW GROUP PLLC**



Daniel A. Katz, Bar No. 13026  
[dkatz@ggilbertlaw.com](mailto:dkatz@ggilbertlaw.com)



Christopher Bonk, Bar No. 20123  
[cbonk@ggilbertlaw.com](mailto:cbonk@ggilbertlaw.com)  
1100 Wayne Avenue, Suite 900  
Silver Spring, Maryland 20910  
Tel.: (301) 608-0880

Louis Pechman (*pro hac vice pending*)  
Gianfranco J. Cuadra  
Gregory Slotnick  
488 Madison Avenue, 17th Floor  
New York, New York 10022  
Tel.: (212) 583-9500

*Attorneys for Plaintiff, the Putative FLSA  
Collective, and the Putative Rule 23 Class*



Case 1:17-cv-03213-GLR Document 1-1 Filed 11/01/17 Page 1 of 1  
**CIVIL COVER SHEET**

JS 44 (Rev. 07/16)

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**

Lonnie Mayo, individually and on behalf of all others

similarly situated Anne Arundel County

(EXCEPT IN U.S. PLAINTIFF CASES)

(b) County of Residence of First Listed Plaintiff

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

Daniel A. Katz & Christopher Bonk  
 The Law Offices of Gary M. Gilbert & Associates, P.C.  
 1100 Wayne Ave., Ste. 900 | Silver Spring, MD 20910 Phone : 301-608-0881

**DEFENDANTS**

The Cheesecake Factory Restaurants, Inc. d/b/a The Cheesecake  
 Factory  
 26901 Malibu Hill Road  
 Calabasas Hills, CA 91301  
 (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  
 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input checked="" type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**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):

Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq.

Brief description of cause:  
 Failure to pay Plaintiffs all earned overtime wages.

**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

11-1-17

SIGNATURE OF ATTORNEY OF RECORD

Daniel A Katz

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

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

UNITED STATES DISTRICT COURT

for the

District of Maryland
(Southern Division)

LONNIE MAYO, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

THE CHEESECAKE FACTORY RESTAURANTS,
INC. d/b/a THE CHEESECAKE FACTORY,
26901 Malibu Hills Road
Calabasas Hills, CA 91301

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) THE CHEESECAKE FACTORY RESTAURANTS, INC.
d/b/a THE CHEESECAKE FACTORY
26901 Malibu Hills Road
Calabasas Hills, CA 91301

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:

Daniel A. Katz & Christopher Bonk
The Law Office of Gary M. Gilbert & Associates, P.C.
1100 Wayne Avenue, Suite 900
Silver Spring, MD 20910

Louis Pechman (pro hac vice pending)
Gianfranco J. Cuadra, & Gregory Slotnick
488 Madison Avenue, 17th Floor
New York, New York 10022

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: [The Cheesecake Factory Pegged with Wage and Hour Lawsuit in Maryland](#)

---