

**THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF
FLORIDA TAMPA DIVISION**

**THERESE SHABE,
Individually and on behalf of all
others similarly situated;**

**Plaintiff
s,**

vs.

**MARRIOTT INTERNATIONAL,
INC.; RENAISSANCE HOTEL
MGMT CO. LLC; RITZ CARLTON
HOTEL CO, LLC; RESIDENCE INN
BY MARRIOTT LLC; COURTYARD
MGMT CORP; SPRINGHILL SMC,
LLC; MARRIOTT
INTERNATIONAL HOTELS INC.;
MARRIOTT HOTEL SERVICES,
INC.; FAIRFIELD FMC LLC;
TOWNEPLACE MGMT LLC AND
MI HOTELS OF LAS VEGAS, INC.**

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§ **CIVIL ACTION NO.**
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§ **CLASS ACTION**
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Defendants.

**PLAINTIFFS’ COLLECTIVE ACTION
COMPLAINT PURSUANT TO 216B FLSA
AND CLASS ACTION COMPLAINT**

Plaintiff Therese Shabe, (the “Plaintiff” or “Representative Plaintiff”) individually and on behalf of other similarly situated employees (the “Putative Class”), brings this lawsuit against Defendant MARRIOTT INTERNATIONAL INC., and the above named subsidiary corporations collectively referred to herein as “Marriott” or “Defendants”.

I. OVERVIEW

1. Plaintiff and the proposed Putative Class Members are current and former Front Desk Agents and Front Desk Agent Supervisors of the Defendants (collectively “Front Desk Agents”).
2. Front Desk Agents earn an hourly wage in addition to commissions and bonuses.
3. Front Desk Agents routinely work in excess of 40 hours per week.
4. Although Marriott paid some overtime compensation to the Front Desk Agents, Marriott carelessly, recklessly and willfully miscalculated the full amount of overtime compensation due as required by law.
5. Marriott refused to include the commissions and bonuses in the calculation of the Front Desk Agents’ overtime rates. By failing to include *all* income earned in the calculation of their ‘regular rate’, Marriott paid Front Desk Agents artificially low overtime rates - withholding millions of dollars in overtime wages.
6. Further, by underpaying the overtime due, Marriott breached its obligations to Front Desk Agents under Marriott’s 401K Plan by underfunding the individual plans and underfunding the corporate match funding.¹
7. Marriott’s practice of failing to properly calculate and pay the legally required overtime rate occurred at Marriott’s corporate payroll headquarters in

¹ See *DeSilva v. N. Shore-Long Island Jewish Health Sys., Inc.*, 770 F. Supp. 2d 497, 537 (E.D.N.Y. 2011) holding that an action to recover unpaid contributions to an ERISA plan is an action to recover “wages”.

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Louisville, Tennessee. (See Exhibit 1 - Paystub, and Exhibit 2 - Marpay Pay
Statement)) Accordingly, Marriott’s unlawful payroll policy affected all 4051
hotel locations across the nation, including the 339 locations in the State of
Florida.

8. Because this unlawful practice affects tens of thousands of employees
across the nation, and because the average employee’s overtime reduction or
underpayment each week may be less than \$10.00, it is impracticable and
economically unfeasible for each Front Desk Agent to maintain individual
lawsuits.

9. Accordingly, Plaintiff brings this action on behalf of herself and all other
similarly situated employees to recover unpaid overtime compensation under
the Fair Labor Standards Act 29 U.S.C. §216(b) *et. seq.* (the “FLSA”).

10. The FLSA §218(a) mandates that when state or local law provide greater
labor protections, the state or local law governs. Accordingly Plaintiff also brings
this class action for unpaid overtime wages pursuant to Fed. R. Civ. P. Rule 23 *et
seq.* and state law claims on behalf of Front Desk Agents who work or worked in
the following states: California, Colorado, New Jersey, New York, North Carolina,
Ohio, Oregon, Pennsylvania, South Carolina and Washington.

11. Plaintiff brings this class action for unpaid wages in the form of
underpaid/underfunded 401k benefits pursuant to common law claims for
breach of contract pursuant to Fla. Stat. §448.08 and Fed. R. Civ. P. Rule 23 *et. seq.*

II. JURISDICTION

12. This Court has jurisdiction over the subject matter of this action under 29
U.S.C. § 216(b) and 28 U.S.C. § 1331.

13. The Court also has federal jurisdiction over the state law claims pursuant to the jurisdictional provisions of the Class Action Fairness Act, 28 U.S.C. §1332(d).
14. The Court also has supplemental jurisdiction over the various state law subclasses pursuant to 28 U.S.C. §1367.
15. The Court has simultaneous jurisdiction over the Collective Action Allegations and the Class Action Allegations *See Calderone, et. al. v. Scott*, No. 2:14-cv-00519-JES-CM (11th Cir. Sept. 28, 2016) holding that “A § 216(b) collective action and a state-law Rule 23(b)(3) class action may be maintained in the same proceeding.”

III. VENUE

16. Venue is proper in this Division under 28 U.S.C. § 1391(a).

IV. PARTIES

17. **Plaintiff** is a resident in the Middle District of Florida.
18. Plaintiff was employed by Defendants as a Front Desk Agent Supervisor during the relevant statutory time period working at a Renaissance hotel in Tampa Florida from 2001 until her last day of employment in August, 2017.
19. Plaintiff routinely worked overtime hours and regularly earned commissions and bonuses during the weeks she worked overtime.
20. Marriott failed to pay Plaintiff the full amount of the legally required overtime compensation for her overtime hours. Marriott failed and refused to include the Plaintiff's bonuses and commissions in the calculation of her overtime rate as required by law.

21. Plaintiff participated in Marriott's 401K retirement plan. Marriott contributed a matching contribution to Plaintiff's 401k account (up to 6%).

22. As a result of Marriott's failure to properly calculate overtime hours, Plaintiff has suffered damages in the amount of unpaid/underpaid overtime compensation; as well as the amount of Marriott's matching contribution to her 401k plan.

23. **Renaissance Mgmt Hotel Company LLC.** is a wholly owned of Marriott International Inc. Renaissance employed Plaintiff as a Front Desk Agent at the Renaissance Hotel located at 4200 Jim Walter Blvd, Tampa, FL 33607. Although Plaintiff worked at Renaissance, she was paid by Marriott International Inc. Marriott controlled and implemented all of Renaissance's pay policies, compensation plans and payroll distribution. (See Exhibit 1 - Pay Stub, and Exhibit 2 - Marpay Pay Statement)

24. **Marriott International, Inc.** is a multinational hospitality company that manages a broad portfolio of hotels around the globe. Marriott is a Delaware corporation headquartered in Bethesda Maryland.

25. Marriott employs approximately 226,500 employees and handles payroll for all of its operated and franchised hotels, including the Renaissance Hotel where Plaintiff worked.

26. Marriott implemented all compensation policies and payroll services the Renaissance Hotel in which Plaintiff worked.

27. Marriott failed to properly calculate and compensate Plaintiff for overtime hours causing the violations of law and damages incurred by Plaintiff. Marriott

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failed and refused to include the Plaintiff's bonuses and commissions in the
calculation of her overtime rate as required by law.

28. During the relevant time period, Defendants acting through its affiliates and
subsidiaries, created, ratified and implemented Defendants' unlawful payment
scheme. Thus, Defendants have acted directly or indirectly as an employer with
respect to the named Plaintiffs and those similarly situated with the meaning of
the FLSA.

29. **Putative Class.** Plaintiff and the proposed Putative Class Members were
ALL subjected to the identical violations of law under Marriott's common,
unlawful pay practice. The class of similarly situated employees or potential class
members sought to be certified under 29 U.S.C. §216(b) is defined as:

**“All persons who were employed by one of the Defendants as a Front
Desk Agent at any time from September, 22 2014 through the present
anywhere in the U.S. and its territories”**

Marriott operates 4051 establishments in 51 states across the country. Plaintiff
estimates that the size the putative class to be in excess of 10,000. The precise size
and the identity of the Class is readily ascertainable from Marriott's business
records, tax records, and personnel records.

30. Based upon the Plaintiff's estimated damages of \$1,580.43, the potential
damages to the Putative Class is well in excess of \$5 Million Dollars.

31. Plaintiff is geographically diverse from Marriott.

32. Given the large number of putative class members, the relatively small
weekly damages per member, and the identical nature of the claim, class and
collective action is appropriate in this matter.

33. Plaintiff also seeks class certification under Fed. R. Civ. P. 23 pursuant to the Class Action Fairness Act § 28 U.S.C. Section 1332(d) over the following state law claims and subclasses:

- a. **CALIFORNIA.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2013 through the present in the State of California (the “California Class”);
- b. **COLORADO.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present in the State of Colorado (the “Colorado Class”)
- c. **NEW JERSEY.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present in the State of New Jersey (the “New Jersey Class”);
- d. **NEW YORK.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2012 through the present in the State of New York (the “New York Class”);
- e. **NORTH CAROLINA.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present in the State of North Carolina (the “North Carolina Class”);
- f. **OHIO.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present in the State of Ohio (the “Ohio Class”);
- g. **OREGON.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present

in the State of Oregon (the “Oregon Class”);

- h. **PENNSYLVANIA.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present in the State of Pennsylvania (the “Pennsylvania Class”);
- i. **SOUTH CAROLINA.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present in the State of South Carolina (the “South Carolina Class”);
- j. **WASHINGTON.** All persons who were employed by MARRIOTT as a Front Desk Agent at any time from September 22, 2014 through the present in the State of Washington (the “Washington Class”);

V. FACTUAL ALLEGATIONS

34. During the periods relevant to this action, Plaintiff and all those similarly situated were employed by Defendants as hourly, non-exempt **Front Desk Agents** who also earned non-discretionary commissions and bonuses. Front Desk Agents were regularly required to work in excess of 40 hours per week. Instead of paying overtime for all of the hours worked in excess of 40 at rates of one and one half times the employees’ regular rates of pay based upon all compensation earned, Marriott improperly underpaid Plaintiffs and all other similarly situated employees by failing to include **the bonuses and/or commissions commonly paid to Front Desk Agents** in the calculation of their regular rates. Accordingly, Marriott underpaid the Front Desk Agents’ overtime compensation in violation of the FLSA, in violation of the applicable state laws,

35. The Front Desk Agents received, non-discretionary bonuses from plans authorized and created by Marriott. They received these bonuses and commissions from upselling guests, filling up rooms and sell-outs. The paystubs reflect the additional payments under the terms of: 'RETRO' and 'AWARDS'.

36. Pursuant to the FLSA §207(e) and 29 U.S.C. §778.118², the value of these non-discretionary bonuses and commissions are required to be included in the calculation of Plaintiff's "regular rate" for the purposes of calculating Plaintiff's overtime rate.

37. Examining Plaintiff's MARPAY payroll stubs (Marriott payroll records for Plaintiff), demonstrate an underpayment of overtime wages for any workweek in which Plaintiff also earned bonuses. **See Exhibit 3 - Composite Sample of Improper Overtime Calculations.**

38. The Marpay records result in a weekly underpayment of overtime wages ranging from \$0.13 to \$66.45 per week.

39. On average the Marpay records show a overtime shortfall of \$6.33 per week, or \$316.50 per year - per employee.

40. Even conservatively estimating the number of Front Desk Agents at 10,000, Marriott is skimming in excess of \$3 Million Dollars per year from their employees.

² § 778.118 Commission paid on a workweek basis. "When the commission is paid on a weekly basis, it is added to the employee's other earnings for that workweek (except overtime premiums and other payments excluded as provided in section 7(e) of the Act), and the total is divided by the total number of hours worked in the workweek to obtain the employee's regular hourly rate for the particular workweek. The employee must then be paid extra compensation at one-half of that rate for each hour worked in excess of the applicable maximum hours standard."

41. When viewed in aggregate - it is clear that Marriott engaged in a targeted policy and practice to underpay overtime wages to Front Desk Agents.

42. This underpayment is not a mistake or a glitch. The willfulness of Marriott's action is poignantly highlighted by the fact that there is not a single instance of an accidental 'overpayment'.

43. The damages to the Front Desk Agents does not end with the weekly underpayment of overtime. In addition to the \$3+ million per year in overtime that Marriott refuses to pay the Front Desk Agents, it also recognizes savings by the corollary reduction in matching funds it must pay into the Front Desk Agents' 401k plans.

44. The individual losses on a weekly basis are not sizeable enough for an average employee to notice; but this is an ambitious plan to commit wage-theft by a 'million little paper cuts' committed against tens of thousands of Front Desk Agents - saving millions.

VI. COLLECTIVE/CLASS ALLEGATIONS

45. The claims under the FLSA may be pursued by those who file "opt-in" consents to this case pursuant to 29 U.S.C. § 216(b).

46. The claims under the state law subclasses may be pursued by all similarly situated persons who choose not to opt-out of the state law subclasses pursuant to Fed. R. Civ. P. 23.

47. The number of individuals in each of each class is so numerous that joinder of all members is impracticable. Upon information and belief, Marriott engaged in improper overtime compensation policies at all 4051 hotel locations

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in the United States, and thereby adversely impacting upwards of tens of
thousands of front desk agents.

48. Plaintiff will fairly and adequately protect the interests of the classes and
have retained counsel that is experienced and competent in class action and
employment litigation.

49. Plaintiff has no interests that are contrary to, or in conflict with, the
members of the classes.

50. A collective/class action suit, such as the instant one, is superior to other
available means for fair and efficient adjudication of the lawsuit. The damages
suffered by individual members of the classes may be relatively small when
compared to the expense and burden of litigation, making it virtually impossible
for members of the classes to individually seek redress for the wrongs done to
them.

51. During any given week, Marriott's unlawful overtime compensation
policies adversely impacted individual front desk agents anywhere from \$0.13
when no overtime was worked or no bonuses/commissions earned up to \$66.45
or more. Upon information and belief, front desk agents were adversely affected
by an average of \$6.33 per week during weeks that they worked overtime and
earned bonuses/commissions.

52. By unlawfully skimming a few bucks per week from each of the thousands
of front desk agent, Marriott was able to save multiple millions of dollars per
year in underpaid overtime compensation.

53. Accordingly, collective and class action is far superior to other available
methods for the fair and efficient adjudication of the controversy. Absent these

actions, many members of the classes likely will not obtain redress of their damages and Defendants will unjustly retain the proceeds from their violations of the FLSA and the applicable state labor laws.

54. Furthermore, even if any member of the classes could afford individual litigation against Defendants, it would be unduly burdensome to the judicial system. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the classes and provide for judicial consistency.

55. There is a well-defined community of interest in the questions of law and fact affecting the classes as a whole. The questions of law and fact common to each of the classes and subclasses which predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- a. Whether Marriott failed to correctly calculate and pay the proper overtime rate for Front Desk Agents;
- b. Whether Marriott willfully and recklessly underpaid overtime compensation to Plaintiff and the Putative Class;
- c. Whether Marriott acted willfully when they underpaid overtime compensation to Plaintiff and the Putative Class;
AND
- d. Whether Plaintiff and the Putative Class suffered damages, and if so the proper measure of damage.

56. Plaintiff's claims here are not just typical of the claims of members of the

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classes, but identical. Plaintiff and members of the classes have sustained damages arising out of Marriott's wrongful, common and unlawful pay policy of under-compensating Front Desk Agents for their overtime wages.

57. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its continued maintenance.

58. Marriott created, supervised and authorized the unlawful pay practice complained of herein.

59. The Plaintiff's paystubs reflect a centralized payroll department and payroll system and program under the title of MARRPAY inferring all putative class members working for any brand are paid by the same Marriott pay system.
See Exhibit 2 - Marpay Pay Statement

60. The facts demonstrate that this matter is ripe for Rule 23 class certification.

61. The allegations that Marriott willfully underpaid overtime compensation to all Front Desk Agents at all 4051 hotel locations show that numerosity is satisfied. Even assuming 3 Front Desk Agents per location reveals that there is upward of 12,000 affected employees.

62. The common question of law is whether Marriott properly included the non-discretionary "AWARD" and "RETRO" bonuses in the calculation of the Front Desk Agents' overtime pay is a simple mathematical calculation - back of the napkin math with tens of thousands of napkins aided by database modeling.

63. The claims of all Front Desk Agents are identical - the mathematics will reveal whether Marriott properly paid overtime compensation to the other Front Desk Agents, or they did not.

64. The Plaintiff in this matter is perfectly capable to represent other Front

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Desk Agents because she worked for Marriott for the last 16 years, she suffered underpaid overtime compensation during the applicable statutory periods, and her interests are aligned with all class members.

VII. FIRST CAUSE OF ACTION
VIOLATION OF THE FAIR LABOR STANDARDS ACT, 29 U.S.C. §216(b)

65. Plaintiff realleges and reincorporates all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

66. At all relevant times, Defendants have been, and continue to be, employers engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a). Defendants also have revenues exceeding \$500,000 annually.

67. At all relevant times, Defendants employed Plaintiff, and continues to employ Front Desk Agents and Front Desk Agent Supervisors at 4051 hotel locations across the country.

68. As stated above, Defendants have a policy and practice of underpaying overtime compensation to ALL of its Front Desk Agents for hours worked in excess of 40 per week by failing to include the value of bonuses and commissions earned in the overtime rates used to pay Plaintiff and Putative Class Members for overtime compensation.

69. Defendants failed to properly include the non-discretionary bonuses earned by Plaintiff and the proposed putative classes in the regular rate and overtime rate calculations as mandated by Section 7e of the FLSA, (29 USC 207e) CFR Sections 208, 209. “Section 7(e) of the Act requires inclusion in the “regular rate” of “all remuneration for employment paid to, or on behalf of, the

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employee”, and includes the bonus monies paid to Plaintiff and the FLSA classes.
See also 29 C.F.R. §778.118.

70. Examining the payroll records of Plaintiff, it is clear that Marriott failed to properly include non-discretionary bonuses and commissions listed under the headings “RETRO and AWARDS” into the calculation of their regular rate and overtime rates. *See* Exhibit 3 - Composite Sample of Improper Overtime Calculations.

71. Defendants’ failure to pay Plaintiff and members of the FLSA Class the proper overtime compensation at rates not less than one and one-half times the correct regular rate of pay for all work performed beyond the 40-hour workweek, is a violation of 29 U.S.C. § 207.

72. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a). Due to the Defendants’ FLSA violations, Plaintiffs, on behalf of themselves and all other similarly situated members of the FLSA Class are entitled to recover from Defendants, the balance of the underpaid overtime compensation, an equal amount as liquidated damages, reasonable attorneys’ fees and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

73. Defendants do not have and cannot have any “good faith” affirmative defense for their underpayments of millions of dollars in overtime wages. Marriott’s failure to properly calculate a fundamental basis for overtime compensation under the FLSA shows a reckless disregard for the FLSA overtime pay requirements.

VIII. SECOND CAUSE OF ACTION
VIOLATION OF CALIFORNIA WAGE AND HOUR
LAWS

74. Plaintiff realleges and reincorporates all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

75. The foregoing conduct, as alleged, constitutes a violation of California's wage and hour laws, *See* Labor Code, § 510. California law requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees for all hours worked over forty per week, or over eight per day. The Front Desk Agents and Front Desk Agent Supervisors working for Marriott in the State of California are hourly, non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

76. Throughout the California Class Period, and continuing through the present, the California Class members worked in excess of eight hours in a workday and/or forty hours in a workweek. Certain California Class members also worked in excess of twelve hours in a workday.

77. During the California Class Period, Defendants underpaid California Class members by failing to properly include bonuses earned in the regular rate of pay, resulting in an underpayment and incorrect overtime rates for all class members.

78. California wage laws follow the FLSA requiring the overtime rates used be at one and one half times the employees' regular rate of pay to include the value of the non-discretionary bonuses earned.

79. As a direct and proximate result of Defendants' willful, reckless and

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unlawful conduct, as set forth herein, the California Class members have sustained damages, including loss of wages for all overtime hours worked on behalf of Defendants in an amounts to be established at trial, prejudgment interest, and costs and attorney's' fees, pursuant to statute and other applicable law.

80. All california class members are entitled to be paid the balance of the overtime wages owed, plus an equal sum in liquidated damages, attorney's fees and expenses of this litigation.

IX. THIRD CAUSE OF ACTION
VIOLATION OF COLORADO WAGE AND HOUR LAWS

81. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

82. The foregoing conduct, as alleged, violates the Colorado Minimum Wage Act, C.R.S. §§ 8-6-101, *et seq.*

83. At all relevant times, Defendants have been, and continue to be, “employers” within the meaning of the Colorado Minimum Wage Act, C.R.S. §§ 8-6-101, *et seq.*, and Colorado Minimum Wage Order No. 22. At all relevant times, Defendants employed, and/or continues to employ, “employee[s],” including each of the members of the prospective Colorado Class, within the meaning of the Colorado Minimum Wage Act, C.R.S. §§ 8-6-101, *et seq.*, and Colorado Minimum Wage Order No. 22.

84. Colorado Minimum Wage Act requires an employer, such as Defendants, to pay overtime compensation to all non-exempt employees at one and one half times the employees' regular rates of pay, as following the FLSA, to include all

85. At all relevant times, Defendants had a policy and practice of failing and refusing to pay overtime wages to the Colorado Class members at the correct overtime rates of one and one half times their regular rates of pay, to include the value of all bonuses earned.

86. As a result of Defendants' willful, reckless and unlawful pay practice of underpaying overtime wages at rates less than one and one-half times the regular rate of pay for work performed in excess of twelve hours daily and/or forty hours in a workweek, Defendants have violated, and continue to violate, the Colorado Minimum Wage Act, C.R.S. § 8-6-106, and Colorado Minimum Wage Order No. 22.

87. The Colorado Class seeks recovery of attorneys' fees, costs, and expenses of this action to be paid by Defendants, as provided by the Colorado Minimum Wage Act, C.R.S. § 8-6-118, and Colorado Minimum Wage Order No. 22, respectively.

88. The Colorado Class seeks damages in the amount of the respective underpaid overtime wages earned and due at rates not less than one and one-half times the regular rate of pay including the bonuses earned, for work performed in excess of twelve daily hours and/or forty hours in a workweek as provided by the Colorado Minimum Wage Act, C.R.S. § 8-6-118, and Colorado Minimum Wage Order No. 22, respectively, an equal sum in liquidated damages, and such other legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper.

X. FOURTH CAUSE OF ACTION
VIOLATION OF NEW JERSEY WAGE AND HOUR LAW

89. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

90. Defendants have engaged in a widespread pattern, policy, and practice of violating the New Jersey State Wage and Hour Law (“NJSWHL”), N.J.S.A. § 34:11-56a et seq., as detailed herein.

91. Defendants failed to pay the New Jersey Class members one and a half times their regular rate of pay to include bonuses earned, for each hour of working time in excess of forty in a workweek as required by the NJSWHL, N.J.S. § 34:11-56a4.

92. Defendants are employers within the meaning of the term “employer” in the NJSWHL, including the definition of “employer” in the NJSWHL, N.J.S. § 34:11-56a1(h). Defendants are individuals, partnerships, associations, joint stock companies, trusts, corporations, and/or or successors of any of the same.

93. Defendants employed the New Jersey Class members in New Jersey within the meaning of the term “employ” in the NJSWHL, N.J.S. § 34:11-56a1(f).

94. The New Jersey Class members are “individuals” within the meaning of the term “individual” in the NJSWHL, N.J.S. § 34:11-56a1(h)

95. The New Jersey Class members are or have been “employees” within the meaning of the term “employee” in the NJSWHL, N.J.S. § 34:11-56a1(h).

96. Defendants failed to pay the New Jersey Class members, overtime wages at the correct, lawful rates of one and one half times their regular rates of pay to include all bonuses earned, resulting in an underpayment of overtime wages to all class members who worked any overtime hours during the relevant class period.

97. Defendants' violations of the NJSWHL, as described in this Complaint, have been willful and performed with reckless disregard for the the NJSWHL.

98. The overtime wage provisions of the NJSWHL apply to Defendants and protect the New Jersey Class members.

99. Defendants failed to pay the New Jersey Class members overtime wages at the correct rates to which they are entitled under the NJSWHL.

100. By their knowing or intentional failure to pay the New Jersey Class members overtime wages at the correct overtime rates for hours worked in excess of forty hours per week, Defendants willfully violated the NJSWHL.

101. Due to Defendants' violations of the NJSWHL, the New Jersey Class members have suffered damages that they are entitled to recover from Defendants the balance of all overtime wages owed, an equal sum in liquidated damages, attorney's fees and expenses of this litigation.

XI. FIFTH CAUSE OF ACTION
VIOLATION OF NEW YORK STATE WAGE AND HOUR LAWS

102. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

103. The foregoing conduct, as alleged, violates the New York Minimum Wage Act, Labor Law § 650 et seq., the New York Wage Payment Act, Labor Law § 190 et seq., and the supporting Department of Labor Regulations, 12 N.Y.C.R.R. Part 142 (together, the "New York Labor Law").

104. At all relevant times, Defendants have been "employers" within the meaning of New York Labor Law § 651. At all relevant times, Defendants employed, and continue to employ, employees, including each of the New York

105. The New York Labor Law requires an employer, such as Defendants, to pay overtime compensation to all non-exempt employees at rates of one and one half times the employees' regular rates of pay and to include the value of all non-discretionary bonuses in the regular rate calculations.. The New York Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

106. At all relevant times, Defendants had a policy and practice of failing and refusing to pay overtime wages to the New York Class members for their hours worked in excess of forty hours per week at the correct overtime rates.

107. As a result of Defendants' failure to pay wages earned and due at the correct overtime rates, and its decision to withhold wages earned to the New York Class members at a rate not less than one and one-half times the regular rates of pay for work performed in excess of forty hours in a workweek, Defendants have willfully, recklessly and unlawfully violated the New York Labor Law.

108. The New York Class members seek recovery of attorneys' fees and costs of this action to be paid by Defendants, as provided by New York Labor Law § 663(1).

109. The New York Class members seek the amount of his underpayments based on Defendants' failure to pay one and one half time the regular rate of pay for work performed in excess of forty hours, as provided by New York Labor Law § 663(1), and such other legal

and equitable relief from Defendants' unlawful and willful conduct as the Court

110. The New York Class members seek recovery of attorneys' fees and costs of this action to be paid by Defendants, as provided by New York Labor Law § 663(1).

XII. SIXTH CAUSE OF ACTION
VIOLATION OF NORTH CAROLINA STATE WAGE AND HOUR LAWS

111. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

112. The foregoing conduct, as alleged, violates North Carolina G.S. 95-25.1 *et seq.*, and any relevant rules adopted by the North Carolina Administrative Code, Title 13, Chapter 12 (collectively, "North Carolina Wage Laws").

113. At all relevant times, Defendants have been, and continue to be, "employers" within the meaning of the North Carolina Wage Laws. At all relevant times, Defendants employed "employee[s]," including each of the members of the North Carolina Class, within the meaning of the North Carolina Wage Laws.

114. The North Carolina Wage Laws require an employer, such as Defendants, to pay all compensation due to employees on their regular paydays. N.C.G.C. § 95-25.6. The members of the North Carolina Class were entitled to overtime pay under all applicable laws.

115. At all relevant times, Defendants had a policy and practice of failing and refusing to pay overtime pay to the North Carolina Class members for their hours worked in excess of forty hours per workweek at the correct overtime rates of one and one half times the employees' regular rates of pay to include the value of

116. Defendants violated North Carolina Wage Laws including, but not necessarily limited to, North Carolina G.S. 95-25.6, by failing to pay the North Carolina Class members overtime wages for all work performed in excess of forty hours in a workweek at the correct and lawful rates.

117. The North Carolina Class seeks recovery of attorneys' fees, costs, and expenses of this action to be paid by Defendants.

118. The North Carolina Class seeks damages in the amount of the respective underpaid wages earned and due at a rate not less than one and one-half times the regular rate of pay for work performed in excess of forty hours in a workweek to include the bonuses earned in the calculations; actual damages; penalty or liquidated damages in the equal amount; and such other legal and equitable relief as the Court deems just and proper.

XIII. SEVENTH CAUSE OF ACTION
VIOLATION OF OHIO WAGE AND HOUR LAW

119. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

120. The foregoing conduct, as alleged, violates Ohio Revised Code Section 4111.01 et seq, and any relevant rules adopted by the Ohio Director of Commerce (collectively, "Ohio Wage Laws").

121. At all relevant times, Defendants have been, and continue to be, "employers" within the meaning of the Ohio Wage Laws. At all relevant times, Defendants employed "employee[s]," including each of the members of the Ohio Class, within the meaning of the Ohio Wage Laws.

122. The Ohio Wage Laws require an employer, such as Defendants, to pay

Case 8:17-cv-02217-JSM-TGW Document 1 Filed 09/25/17 Page 24 of 34 PageID 24
overtime compensation to all non-exempt employees. The members of the Ohio Class are not exempt from overtime pay requirements under the Ohio Wage Laws.

123. At all relevant times, Defendants had a policy and practice of failing and refusing to pay overtime pay to the Ohio Class members for their hours worked in excess of forty hours per workweek at the correct overtime rates.

124. Defendants violated Ohio Wage Laws including, but not necessarily limited to, Ohio Revised Code Section 4111.03(A) by failing to pay the Ohio Class members overtime for work performed in excess of forty hours in a workweek at rates of one and one half times the employees' regular rates of pay by not properly including the bonuses earned in the calculation.

125. The Ohio Class seeks recovery of attorneys' fees, costs, and expenses of this action to be paid by Defendants.

126. The Ohio Class seeks damages in the amount of the respective underpaid overtime wages earned and due at the correct rate of not less than one and one-half times the regular rates of pay to include the bonuses earned; an equal sum in liquidated damages; penalty damages; and such other legal and equitable relief as the Court deems just and proper.

XIV. EIGHTH CAUSE OF ACTION
VIOLATION OF OREGON WAGE AND HOUR LAWS

127. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

128. The foregoing conduct, as alleged, violates Oregon Revised Statutes Sections 652.011 et seq, and 653.010 et seq, and the rules of the Bureau of Labor and Industries promulgated thereunder, BOLI 839-020-0000 et seq. (collectively,

“Oregon Wage Laws”).

129. At all relevant times, Defendants have been, and continue to be, “employers” within the meaning of the Oregon Wage Laws. At all relevant times, Defendants employed “employee[s],” including each of the members of the Oregon Class, within the meaning of the Oregon Wage Laws.

130. The Oregon Wage Laws require an employer, such as Defendants, to pay overtime compensation to all non-exempt employees. The members of the Oregon Class are not exempt from overtime pay requirements under the Oregon Wage Laws.

131. At all relevant times, Defendants had a policy and practice of failing and refusing to pay overtime pay to the Oregon Class members for their hours worked in excess of forty hours per workweek at the correct lawful overtime rates of one and one half times their regular rates of pay to include the bonuses earned.

132. Defendants violated Oregon Wage Laws including, but not necessarily limited to, ORS Sections 651.140, 652.610(3) & 653.261 by failing to pay wages earned and due, and by withholding wages earned and due, to the Oregon Class members for work performed in excess of forty hours in a workweek.

133. The Oregon Class seeks recovery of attorneys’ fees, costs, and expenses of this action to be paid by Defendants.

134. The Oregon Class seeks damages in the amount of the respective unpaid wages earned and due at a rate not less than one and one-half times the correct regular rate of pay for work performed in excess of forty hours in a workweek; actual damages; penalty damages; and such other legal and equitable relief as the

Court deems just and proper.

XV. NINTH CAUSE OF ACTION
VIOLATION OF PENNSYLVANIA WAGE AND HOUR LAWS

135. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

136. The foregoing conduct, as alleged, violates the Pennsylvania Minimum Wage Act of 1968, 43 Pa. Stat. § 333.103 et seq.

137. At all relevant times, Defendants have been, and continues to be, “employers” within the meaning of the Pennsylvania Minimum Wage Act of 1968. 43 Pa. Stat. § 333.103(g). At all relevant times, Defendants have employed, and continues to employ, employees, including each of the Pennsylvania Class members, within the meaning of the Pennsylvania Minimum Wage Act of 1968. 43 Pa. Stat. § 333.103(h).

138. The Pennsylvania Minimum Wage Act of 1968 requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees. 43 Pa. Stat. § 333.104(c). The Pennsylvania Class members are not exempt from overtime pay requirements under Pennsylvania law. 43 Pa. Stat. § 333.105.

139. At all relevant times, Defendants had a policy and practice of failing and refusing to pay overtime pay to the Pennsylvania Class members for their hours worked in excess of forty (40) hours per week at the correct and accurate overtime rates of one and one half times the employees’ regular rates of pay by failing to properly include the bonuses earned in each respective pay period.

140. As a result of Defendants’ failure to pay wages earned and due, and their decision to withhold wages earned and due, to the Pennsylvania Class members at a rate not less than one and one-half times the regular rate of pay for work

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performed in excess of forty (40) hours in a workweek, Defendants violated the Pennsylvania Minimum Wage Act of 1968. 43 Pa. Stat. § 333.104(c).

141. Because Defendants willfully and unlawfully miscalculated and underpaid the Pennsylvania Class members their overtime wages, Defendants failed to keep and furnish records of those employees' hours, as required under Pennsylvania law. 43 Pa. Stat. § 333.108.

142. By failing to record and maintain wage and hour records for its non-exempt employees, including the Pennsylvania Class members, and by failing to furnish such records to each such employee with each wage payment, Defendants failed to make, furnish, and keep such records in violation of the Pennsylvania Minimum Wage Act of 1968. 43 Pa. Stat. § 333.108.

143. Defendants' failure to keep and furnish the required records of hours worked for the Pennsylvania Class members was and is willful, knowing, and intentional. Allowing Defendants' record-keeping violations to continue would be a gross injustice to the Pennsylvania Class members and all future employees of Defendants.

144. The Pennsylvania Class members seek recovery of attorneys' fees and costs of this action to be paid by Defendants, as provided by the Pennsylvania Minimum Wage Act of 1968. 43 Pa. Stat. § 333.113.

145. The Pennsylvania Class members seek damages in the amount of twice the respective underpaid wages earned and due at a rate not less than one and one-half times the regular rate of pay to included bonuses earned for work performed in excess of forty (40) hours in a work week as provided by the Pennsylvania Minimum Wage Act of 1968, and such other legal and equitable

XVI. TENTH CAUSE OF ACTION
VIOLATION OF SOUTH CAROLINA WAGE AND HOUR LAWS

146. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

147. The foregoing conduct, as alleged, violates South Carolina Code of Laws Section 41-10- 10 et seq. (collectively, “South Carolina Wage Laws”).

148. At all relevant times, Defendants have been, and continue to be, “employers” within the meaning of the South Carolina Wage Laws. At all relevant times, Defendants employed “employee[s],” including each of the members of the South Carolina Class, within the meaning of the South Carolina Wage Laws.

149. The South Carolina Wage Laws require an employer, such as Defendants, to notify employees of wages earned and due. The members of the South Carolina Class were not notified of all wages earned and due as a result of Defendants’ failure to pay overtime compensation.

150. At all relevant times, Defendants had a policy and practice of failing and refusing to pay overtime pay to the South Carolina Class members for their hours worked in excess of forty hours per workweek at the correct overtime rates.

151. As a result of Defendants’ failure to record, report, credit, and furnish to each member of the South Carolina Class their respective wage and hour records showing all wages earned and due for all work performed, Defendants failed to make, keep, preserve, and furnish such records in violation of South Carolina Code of Laws Section 41-10-30.

152. The South Carolina Class seeks recovery of attorneys' fees, costs, and expenses of this action to be paid by Defendants.

153. The South Carolina Class seeks damages in the amount of the respective unpaid overtime wages earned and due at a rate not less than one and one-half times the regular rate of pay including the bonuses earned in the respective workweeks; actual damages; penalty or liquidated damages of an equal sum; and such other legal and equitable relief as the Court deems just and proper.

XVII. ELEVENTH CAUSE OF ACTION
VIOLATION OF WASHINGTON WAGE AND HOUR LAWS

154. Plaintiffs reallege and reincorporate all allegations contained in Paragraphs 1 – 64 as if incorporated herein.

155. The foregoing conduct, as alleged, violate the Revised Code of Washington, Chapter 49.46 et seq, and any relevant regulations and/or rules adopted by the Washington Director of Labor and Industries (collectively, "Washington Wage Laws").

156. At all relevant times, Defendants have been, and continue to be, "employers" within the meaning of the Washington Wage Laws. At all relevant times, Defendants employed "employee[s]," including each of the members of the Washington Class, within the meaning of the Washington Wage Laws.

157. The Washington Wage Laws require an employer, such as Defendants, to pay overtime compensation to all non-exempt employees. The members of the Washington Class are not exempt from overtime pay requirements under the Washington Wage Laws.

158. At all relevant times, Defendants had a policy and practice of failing and

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refusing to pay overtime pay to the Washington Class members for their hours worked in excess of forty hours per workweek at the correct lawful rates of one and one half times their regular rates of pay which requires the inclusion of bonuses earned in each respective week in the calculations.

159. Defendants violated Washington Wage Laws including, but not necessarily limited to, Revised Code of Washington Chapter 49.46.130 by failing to pay the Washington Class members overtime wages at the correct and lawful rates for all for work performed in excess of forty hours in a workweek.

160. As a result of Defendants' failure to record, report, credit, and furnish to each member of the Washington Class their respective wage and hour records showing all wages earned and due for all work performed, Defendants failed to make, keep, preserve, and furnish such records in violation of Revised Code of Washington Chapter 49.46.070

161. The Washington Class seeks recovery of attorneys' fees, costs, and expenses of this action to be paid by Defendants.

162. The Washington Class seeks damages in the amount of the respective underpaid overtime wages earned and due at a rate not less than one and one-half times the regular rate of pay to include the bonuses earned, for each work hour performed in excess of forty hours in a workweek; actual damages; penalty or liquidated damages in an equal sum; and such other legal and equitable relief as the Court deems just and proper.

XIII. TWELFTH CAUSE OF ACTION
BREACH OF CONTRACT AND ATTORNEYS' FEES PURSUANT TO F.S. §448.08

163. Plaintiffs reallege and reincorporate all allegations contained in

Paragraphs 1 – 64 as if incorporated herein.

164. Marriott employed Plaintiff and similarly situated Front Desk Agents across the country.
165. As part of their employment agreement with Front Desk Agents, Marriott offered Front Desk Agents to participate in a 401k plan.
166. Plaintiff entered into an agreement with Marriott to participate in Marriott's 401k plan.
167. As part of the 401k agreement, Marriott was required to commit a percentage of participating Front Desk Agents' weekly pay to each participating individual's retirement account, and contribute matching funds up to 6% of the employee's earned income into the retirement account.
168. Marriott materially breached the 401k agreement by failing to commit the proper payment into the participating Front Desk Agents' retirement account; and failing to contribute the appropriate matching funds.
169. When Marriott underpaid Plaintiff's overtime wages, they also underfunded the payment to Plaintiff's 401k account as a percentage of earned income and failed to contribute the requisite matching funds into Plaintiff's 401k account.
170. Plaintiff brings this common law claim for breach of contract on behalf of herself and all other Front Desk Agents who participated in Marriott's 401k plan.
171. Plaintiff and similarly situated Front Desk Agents all engaged in a contract

to participate in Marriott's 401k plan.

172. Marriott breached the material terms of the 401k contract by failing to commit and match the proper amount of income earned to the 401k accounts.
173. Plaintiff and similarly situated Front Desk Agents all suffered damages in the amount of diminished 401k accounts as a direct and proximate result of Marriott's scheme to underpay overtime wages.
174. Plaintiff and Front Desk Agents who entered into the 401k contract (the "401k Class") seeks damages in the amount of the respective underpaid and underfunded 401k accounts in the amounts due to the improper calculation of income earned pursuant to 401k plan's contribution percentages and matching funds that were not paid.

RELIEF SOUGHT

175. WHEREFORE, Plaintiff prays for judgment against Defendant as follows:
 - a) An Order designating the FLSA Class as a collective action and issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals with instructions to permit them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);
 - b) For an Order pursuant to Section 16(b) of the FLSA finding Defendants liable for unpaid back wages due to Plaintiffs and the FLSA Class members and for liquidated damages equal in amount to

their unpaid compensation;

- a) For an Order designating the state law sub-classes as Class actions pursuant to Fed. R. Civ. P. Rule 23;
- b) For an Order designating the 401k Class as a class action pursuant to Fed. R. Civ. P. Rule 23;
- c) For an Order appointing Plaintiffs and their counsel as Class Counsel to represent the interests of the FLSA Class, the state law sub-classes' and 401k Class;
- d) For an Order awarding attorneys' fees, costs and pre- and post-judgment interest; and
- e) For an Order granting such other and further relief as may be necessary and appropriate.

Respectfully submitted,

/s/ Mitchell L. Feldman
Mitchell L. Feldman Esq.
FELDMAN WILLIAMS PLLC
6940 West Linebaugh Avenue
Tampa, FL 33625
Tele: (813) 639-9366
Fax: (813) 639-9376
E-mail: mlf@feldmanlegal.us
Attorney for Plaintiff

Benjamin Lee Williams, Esq.
FELDMAN WILLIAMS PLLC
P.O. Box 3237
Ponte Vedra Beach, FL 32004
(t) (904) 580-6060
(f) (904) 671-9483
bwilliams@williamslawjax.com

Attorneys for Plaintiff and Classes

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served by ECF electronic filing on all known parties on September 22, 2017.

/s/ Mitchell L. Feldman

EXHIBIT
1



Marriott Business Services
Payroll Department
1965 Hawks Landing
Louisville, TN 37777

Payroll Account

50028-003 R

PAY EXACTLY One Thousand, Three Hundred Fifteen DOLLARS and 35 CENTS-----

PAY TO THE ORDER OF

96 73P U2 50028-003 R
THERESE A SHABE
2219 BROOKFIELD GREENS CIRCLE
SUN CITY FL 33573

Wells Fargo Bank, N.A.

⑈82882447⑈ ⑆053101561⑆ ⑆759031065⑆

82882447

82882447

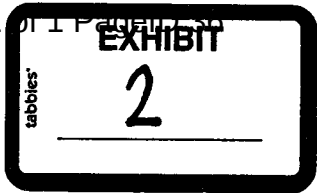
M	DATE	Y
08	31	17

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VOID AFTER 6 MONTHS PAST DA

Marriott International and affiliated companies

Cady B. Fox
Authorized Representative



Marrpay Pay Statement
CONFIDENTIAL - RETAIN FOR TAX PURPOSES

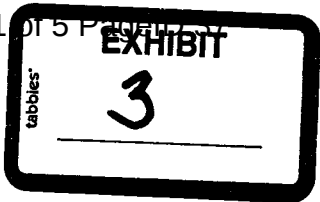
96/73P.U2
 Paystub Inquiries:
 1965 Hawks Landing
 Louisville, TN 37777
 703-466-7493

Week Ending Date:	05/19/2017	Total Hrs/Days Worked:	40.3
Pay Period Start Date:	05/13/2017	Gross Pay:	647.74
Pay Period End Date:	05/19/2017	Taxes:	-113.95
Weeks Paid:	1	Ded & Adjs:	-114.95
Check Date:	05/25/2017	Net Pay:	418.84
Check Number:	0078801967	Check Amount:	0.00

EMPLOYER: RENAISSANCE HOTEL MGMT CO, LLC 10400 FERNWOOD ROAD BETHESDA, MD 20817

THERESE SHABE 2219 BROOKFIELD GREENS CIRCLE SUN CITY, FL 33573 EmpID: 1191579		HCE Status: NO	Federal Exemptions: 0 State Exemptions: 0	Federal Filing Status: Single State Filing Status:						
			<u>Current Amount</u>	<u>YTD Amount</u>						
			Federal Wages: \$ 559.96	\$ 11,225.88						
			FICA Wages: \$ 595.52	\$ 11,993.92						
Payments			Tax Deductions							
OT Premium* Description	Rate	Reg Hrs/Days	OT Hrs	Units	Amount	Description	Current Deduction	YTD Amount		
Rate 1	14.530	40.0			581.20	Federal Income Tax	68.39	1,368.07		
TOTAL REG HRS/DAYS:		40.0				FICA	45.56	917.53		
7.270 OT1 Rate 1	21.800		0.3		6.54	Total: 113.95		Total: 2,285.60		
TOTAL OT HRS:			0.3							
AWARDS					55.00					
RETRO					5.00					
Gross Pay:					647.74	Deductions & Adjustments				
						Description	Before Tax	After Tax		
						HOURLY LONG TERM DISABILITY		3.46		
						ROTH PROFIT SHARING % AT		23.71		
						P/S-BEFORE TAX	35.56			
						DENTAL B/T	3.35			
						SELF INSURED HMO B/T	47.47			
						VISION B/T	1.40			
						Subtotals:	87.78	27.17		
						Grand Total:		114.95		
Direct Deposit						Type	Account Number	Amount		
						SAVINGS	XXXXXXXXXXXX2400	5.00		
						SAVINGS	XXXXXXXXXXXX9886	5.00		
						CHECKING	XXXXXXXXXXXX4070	408.84		
						Total:		418.84		
Leave Balance & Miscellaneous Info										
Description	Amount	Balance								
Available Leave - Hours		150.4								
PTO Required to be Used by June 23, 2017 - Hours		0.0								
PTO Required to be Used by June 22, 2018 - Hours		53.3				Occupational Information				
						Rate	Dept/WD	Occ Code	Rate	Description
						1	112/91	217500	14.530	FRONT DESK SUPERVISOR

*The OT Premium is added to your base rate(s) to determine OT Rate (time and a half) and DblRate (doubletime), after consideration of multiple base rates and/or additional earnings (such as service charges).



Marrpay Pay Statement
CONFIDENTIAL - RETAIN FOR TAX PURPOSES

96/73P.U2
 Paystub Inquiries:
 1965 Hawks Landing
 Louisville, TN 37777
 703-466-7493

Week Ending Date:	12/04/2015	Total Hrs/Days Worked:	51.5
Pay Period Start Date:	11/28/2015	Gross Pay:	783.51
Pay Period End Date:	12/04/2015	Taxes:	-143.87
Weeks Paid:	1	Ded & Adjs:	-136.70
Check Date:	12/10/2015	Net Pay:	502.94
Check Number:	0074248237	Check Amount:	0.00

EMPLOYER: RENAISSANCE HOTEL MGMT CO, LLC 10400 FERNWOOD ROAD BETHESDA, MD 20817

THERESE SHABE		HCE Status: NO		Federal Exemptions: 0		Federal Filing Status: Single	
[REDACTED]				State Exemptions: 0		State Filing Status:	
EmplID: 1191579				Federal Wages: \$ 688.12		YTD Amount 25,665.64	
				FICA Wages: \$ 734.08		YTD Amount 27,406.65	
Payments				Tax Deductions			
OT Premium*	Description	Rate	RegHrs/Days	OT Hrs	Units	Amount	Description
	Rate 1	13.380	40.0			535.20	Federal Income Tax
	TOTAL REG HRS/DAYS:	40.0					FICA
6.690	OT1 Rate 1	20.070		11.5		230.81	
	TOTAL OT HRS:			11.5			
	AWARDS					17.50	
						Gross Pay: 783.51	
							Total: 143.87
							Total: 5,256.91
Deductions & Adjustments							
	Description					Before Tax	After Tax
	HOURLY LONG TERM DISABILITY						3.12
	HOURLY SHORT TERM DISABILITY						1.63
	PROFIT SHARING LOAN						21.24
	ROTH PROFIT SHARING % AT						15.32
	P/S-BEFORE TAX					45.96	
	DENTAL B/T					3.20	
	SELF INSURED HMO B/T					44.82	
	VISION B/T					1.41	
	Subtotals:					95.39	41.31
	Grand Total:						136.70
Direct Deposit							
	Type		Account Number				Amount
	SAVINGS		XXXXXXXXXXXX2400				5.00
	SAVINGS		XXXXXXXXXXXX9886				5.00
	CHECKING		XXXXXXXXXXXX4070				492.94
			Total:				502.94
Leave Balance & Miscellaneous Info							
	Description		Amount				Balance
	Available Leave - Hours						94.3
	PTO Required to be Used by June 24, 2016 - Hours						0.0
Occupational Information							
	Rate	Dept/WD	Oce Code	Rate	Description		
	1	112/21	580250	13.380	RENAISSANCE CLERK-FRNT DESK S		

29 C.F.R. 778.118 Calculation:

Hourly Rate: \$13.38
 Total Hours: 51.5
 Straight Time: \$689.07
 Bonus/Commission: \$17.50
 Total Compensation: \$706.57

Regular Rate (55.5 hrs): \$13.71/hr
 Overtime Rate (1.5x): \$20.57/hr

OT Premium: \$6.85

Overtime that Should Have Been Paid: \$236.56

Total Underpayment: \$5.745

*The OT Premium is added to your base rate(s) to determine OT Rate (time and a half) and DblRate (doubletime), after consideration of multiple base rates and/or additional earnings (such as service charges).

Marrpay Pay Statement
CONFIDENTIAL - RETAIN FOR TAX PURPOSES

96/73P.U2
 Paystub Inquiries:
 1965 Hawks Landing
 Louisville, TN 37777
 703-466-7493

Week Ending Date:	02/10/2017	Total Hrs/Days Worked:	51.0
Pay Period Start Date:	02/04/2017	Gross Pay:	1,002.62
Pay Period End Date:	02/10/2017	Taxes:	-202.72
Weeks Paid:	1	Ded & Adjs:	-152.84
Check Date:	02/16/2017	Net Pay:	647.06
Check Number:	0077859351	Check Amount:	0.00

EMPLOYER: RENAISSANCE HOTEL MGMT CO, LLC 10400 FERNWOOD ROAD BETHESDA, MD 20817

THERESE SHABE		HCE Status: NO		Federal Exemptions: 0		Federal Filing Status: Single	
2101 SEAWAY COURT #7 106				State Exemptions: 0		State Filing Status:	
EmpID: 1191579				Current Amount		YTD Amount	
				Federal Wages:	\$ 892.04	\$ 4,111.17	
				FICA Wages:	\$ 950.40	\$ 4,388.37	
Payments				Tax Deductions			
OT Premium*	Description	Rate	RegHrs/Days	OT Hrs	Units	Amount	Description
	Rate 1	14.110	40.0			564.40	Federal Income Tax
	TOTAL REG HRS/DAYS:		40.0				FICA
7.055	OT1 Rate 1	21.165		11.0		232.82	
	TOTAL OT HRS:			11.0			
	AWARDS					30.00	
	RETRO					175.40	
						Gross Pay:	1,002.62
				Deductions & Adjustments			
				Description		Before Tax	After Tax
				HOURLY LONG TERM DISABILITY			3.36
				ROTH PROFIT SHARING % AT			38.90
				P/S-BEFORE TAX		58.36	
				DENTAL B/T		3.35	
				SELF INSURED HMO B/T		47.47	
				VISION B/T		1.40	
				Subtotals:		110.58	42.26
				Grand Total:			152.84
				Direct Deposit			
		Type	Account Number			Amount	
		SAVINGS	XXXXXXXXXXXX2400			5.00	
		SAVINGS	XXXXXXXXXXXX9886			5.00	
		CHECKING	XXXXXXXXXXXX4070			637.06	
						Total:	647.06
Leave Balance & Miscellaneous Info							
Description	Amount					Balance	
Available Leave - Hours						141.1	
PTO Required to be Used by June 23, 2017 - Hours						17.0	
PTO Required to be Used by June 22, 2018 - Hours						26.9	
Occupational Information							
Rate	Dept/WD	Occ Code	Rate	Description			
1	112:21	217500	14.110	FRONT DESK SUPERVISOR			

29 C.F.R. 778.118 Calculation:

Hourly Rate: \$14.110
 Total Hours: 51
 Straight Time: \$719.61
 Bonus/Commission: \$205.40
 Total Compensation: \$925.01

Regular Rate (51 hrs): \$18.14/hr
 Overtime Rate (1.5x): \$27.21/hr

OT Premium: \$9.07

Overtime that Should Have Been Paid: \$299.31

Total Underpayment: \$66.49

* The OT Premium is added to your base rate(s) to determine OT Rate (time and a half) and DblRate (doubletime), after consideration of multiple base rates and/or additional earnings (such as service charges).

Marrpay Pay Statement
CONFIDENTIAL - RETAIN FOR TAX PURPOSES

9673PU2
 Paystub Inquiries:
 1965 Hawks Landing
 Louisville, TN 37777
 703-466-7493

Week Ending Date:	03/18/2016	Total Hrs/Days Worked:	43.2
Pay Period Start Date:	03/12/2016	Gross Pay:	687.45
Pay Period End Date:	03/18/2016	Taxes:	-123.28
Weeks Paid:	1	Ded & Adjs:	-125.48
Check Date:	03/24/2016	Net Pay:	438.69
Check Number:	0075104588	Check Amount:	0.00

EMPLOYER: RENAISSANCE HOTEL MGMT CO, LLC 10400 FERNWOOD ROAD BETHESDA, MD 20817

THERESE SHABE		HCE Status: NO		Federal Exemptions: 0	Federal Filing Status: Single
[REDACTED]		[REDACTED]		State Exemptions: 0	State Filing Status:
EmpID: 1191579				Current Amount	YTD Amount
		Federal Wages:	\$ 599.79	\$ 6,880.79	
		FICA Wages:	\$ 636.78	\$ 7,337.99	
Payments			Tax Deductions		
OT Premium*	Description	Rate	ReqHrs/Days	OT Hrs	Units
	Rate 1	13.760	40.0		
	TOTAL REG HRS/DAYS:		40.0		
	6.881	OTI Rate 1	20.641	3.2	
		TOTAL OT HRS:		3.2	
	AWARDS				71.00
		Gross Pay:		687.45	
			Deductions & Adjustments		
			Description	Before Tax	After Tax
			HOURLY LONG TERM DISABILITY		2.56
			HOURLY SHORT TERM DISABILITY		1.69
			PROFIT SHARING LOAN		21.24
			ROTH PROFIT SHARING % AT		12.33
			P/S-BEFORE TAX	36.99	
			DENTAL B/T	3.20	
			SELF INSURED HMO B/T	46.07	
			VISION B/T	1.40	
			Subtotals:	87.66	37.82
			Grand Total:		125.48
			Direct Deposit		
			Type	Account Number	Amount
			SAVINGS	XXXXXXXXXXXX2400	5.00
			SAVINGS	XXXXXXXXXXXX9886	5.00
			CHECKING	XXXXXXXXXXXX4070	428.69
				Total:	438.69
Leave Balance & Miscellaneous Info					
Description		Amount	Balance		
Available Leave - Hours			138.2		
PTO Required to be Used by June 24, 2016 - Hours			5.9		
PTO Required to be Used by June 23, 2017 - Hours			35.0		
Occupational Information					
Rate	Dept	WD	Occ Code	Rate	Description
	1	112:21	217500	13.760	FRONT DESK SUPERVISOR

29 C.F.R. 778.118 Calculation:

Hourly Rate: \$13.76
 Total Hours: 43.2
 Straight Time: \$594.43
 Bonus/Commission: \$71.00
 Total Compensation: \$665.43

Regular Rate (43.2 hrs): \$15.40/hr
 Overtime Rate (1.5x): \$23.11/hr

OT Premium: \$7.70

Overtime that Should Have Been Paid: \$73.95

Total Underpayment: \$7.90

* The OT Premium is added to your base rate(s) to determine OT Rate (time and a half) and DbtRate (doubletime), after consideration of multiple base rates and/or additional earnings (such as service charges).

Marrpay Pay Statement
CONFIDENTIAL - RETAIN FOR TAX PURPOSES

96/73P.U2

Paystub Inquiries:
 1965 Hawks Landing
 Louisville, TN 37777
 703-466-7493

Week Ending Date:	03/11/2016	Total Hrs/Days Worked:	49.0
Pay Period Start Date:	03/05/2016	Gross Pay:	808.16
Pay Period End Date:	03/11/2016	Taxes:	-149.44
Weeks Paid:	1	Ded & Adjs:	-136.01
Check Date:	03/17/2016	Net Pay:	522.71
Check Number:	0075039241	Check Amount:	0.00

EMPLOYER: RENAISSANCE HOTEL MGMT CO, LLC 10400 FERNWOOD ROAD BETHESDA, MD 20817

THERESE SHABE 1101 SEAWAY COURT #2 106 [REDACTED] EmpID: 1191579	IICE Status: NO	Federal Exemptions: 0 State Exemptions: 0	Federal Filing Status: Single State Filing Status:
		Current Amount	YTD Amount
		Federal Wages: \$ 712.60	\$ 6,281.00
		FICA Wages: \$ 757.49	\$ 6,701.21

Payments						Tax Deductions			
OT Premium*	Description	Rate	RegHrs/Days	OT Hrs	Units	Amount	Description	Current Deduction	YTD Amount
	Rate 1	13.760	40.0			550.40	Federal Income Tax	91.49	786.83
	TOTAL REG HRS/DAYS:		40.0				FICA	57.95	512.64
6.880	OT1 Rate 1	20.640		9.0		185.76	Total:	149.44	Total: 1,299.47
	TOTAL OT HRS:			9.0					
	AWARDS					60.00			
	RETRO					12.00			

29 C.F.R. 778.118 Calculation; Gross Pay: 808.16

Hourly Rate: \$13.76
 Total Hours: 49
 Straight Time: \$674.24
 Bonus/Commission: \$72.00
 Total Compensation: \$746.24

Regular Rate (49 hrs): \$15.22/hr
 Overtime Rate (1.5x): \$22.83/hr

OT Premium: \$7.61

Overtime that Should Have Been Paid: \$205.47

Total Underpayment: \$19.71

*Note: "Retro" payments are used as commissions for upselling service. It has no relation to underpaid overtime compensation. See the underpayment of overtime from the previous week (\$7.90) versus the

"Retro" Payment of \$72.00

Deductions & Adjustments		
Description	Before Tax	After Tax
HOURLY LONG TERM DISABILITY		2.56
HOURLY SHORT TERM DISABILITY		1.69
PROFIT SHARING LOAN		21.24
ROTH PROFIT SHARING % AT		14.96
P/S-BEFORE TAX	44.89	
DENTAL B/T	3.20	
SELF INSURED HMO B/T	46.07	
VISION B/T	1.40	
Subtotals:	95.56	40.45
Grand Total:		136.01

Direct Deposit		
Type	Account Number	Amount
SAVINGS	XXXXXXXXXXXX2400	5.00
SAVINGS	XXXXXXXXXXXX9886	5.00
CHECKING	XXXXXXXXXXXX4070	512.71
Total:		522.71

Description	Amount	Balance
Available Leave - Hours		135.3
PTO Required to be Used by June 24, 2016 - Hours		5.9
PTO Required to be Used by June 23, 2017 - Hours		32.1

Occupational Information				
Rate	Dept/WD	Occ Code	Rate	Description
	1 02/21	217500	13.760	FRONT DESK SUPERVISOR

*The OT Premium is added to your base rate(s) to determine OT Rate (time and a half) and DblRate (doubletime), after consideration of multiple base rates and/or additional earnings (such as service charges).

Marrpay Pay Statement
CONFIDENTIAL - RETAIN FOR TAX PURPOSES

96/73P.U2

Paystub Inquiries:
 1965 Hawks Landing
 Louisville, TN 37777
 703-466-7493

Week Ending Date:	11/21/2014	Total Hrs/Days Worked:	41.4
Pay Period Start Date:	11/15/2014	Gross Pay:	721.34
Pay Period End Date:	11/21/2014	Taxes:	-132.27
Weeks Paid:	1	Ded & Adjs:	-125.10
Check Date:	11/26/2014	Net Pay:	463.97
Check Number:	0081552577	Check Amount:	0.00

EMPLOYER: RENAISSANCE HOTEL MGMT CO, LLC 10400 FERNWOOD ROAD BETHESDA, MD 20817

THERESE SHADE		HCE Status: NO		Federal Exemptions: 0		Federal Filing Status: Single	
[REDACTED]				State Exemptions: 0		State Filing Status:	
EmpID: 1191579				<u>Current Amount</u>		<u>YTD Amount</u>	
				Federal Wages:	\$ 636.46	\$ 23,805.73	
				FICA Wages:	\$ 679.74	\$ 25,996.62	
Payments				Tax Deductions			
OT Premium*	Description	Rate	RegHrs/Days	OT Hrs	Units	Amount	Description
	Rate 2	12.260	40.0			490.40	Federal Income Tax
	TOTAL REG HRS/DAYS:		40.0				FICA
6.126	OT1 Rate 2	18.386		1.4		25.74	
	TOTAL OT HRS:			1.4			Total: 132.27
	RETRO					205.20	Total: 4,845.98
<u>29 C.F.R. 778.118 Calculation:</u>				Gross Pay:		721.34	
Hourly Rate:		\$12.26					
Total Hours:		41.4					
Straight Time:		\$507.56					
Bonus/Commission:		\$205.20					
Total Compensation:		\$712.76					
Regular Rate (41.4 hrs):		\$17.22/hr					
Overtime Rate (1.5x):		\$25.83/hr					
OT Premium:		\$8.61					
Overtime that Should Have Been Paid:		\$36.15					
Total Underpayment:		\$10.42					
*Note: "Retro" payments are used as commissions for upselling service. It has no relation to underpaid overtime compensation.							
Deductions & Adjustments							
Description		Before Tax		After Tax			
HOURLY LONG TERM DISABILITY						2.89	
HOURLY SHORT TERM DISABILITY						1.26	
ROTH PROFIT SHARING % AT						36.07	
P/S-BEFORE TAX		43.28					
DENTAL B/T		3.10					
SELF INSURED HMO B/T		37.17					
VISION B/T		1.33					
Subtotals:		84.88				40.22	
Grand Total:						125.10	
Direct Deposit							
Type	Account Number		Amount				
SAVINGS	XXXXXXXXXXXXXXXX2400		5.00				
SAVINGS	XXXXXXXXXXXXXXXX9886		5.00				
CHECKING	XXXXXXXXXXXXXXXX4070		453.97				
Total:						463.97	
Leave Balance & Miscellaneous Info							
Description	Amount		Balance				
Available Leave - Hours	124.0						
PTO Required to be Used by June 26, 2015 - Hours	26.8						
Occupational Information							
Rate	Dept	WD	Occ Code	Rate	Description		
2	03	02	213500	12.260	AT YOUR SERVICE AGENT		

*The OT Premium is added to your base rate(s) to determine OT Rate (time and a half) and DblRate (doubletime), after consideration of multiple base rates and/or additional earnings (such as service charges).

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

THERESE SHABE, Individually and on behalf of all others similarly situated;

(b) County of Residence of First Listed Plaintiff Hillsborough (EXCEPT IN U.S. PLAINTIFF CASES)

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

DEFENDANTS

MARRIOTT INTERNATIONAL, INC.; RENAISSANCE HOTEL MGMT CO. LLC; RITZ CARLTON HOTEL CO, LLC; RESIDENCE INN BY MARRIOTT LLC; COURTYARD MGMT CORP; SPRINGHILL SMC,

County of Residence of First Listed Defendant Montgomery (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Fair Labor Standards Act ("FLSA"), 29 U.S.C. Brief description of cause: Collective action complaint for violation of the FLSA.

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 09/25/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Mitchell L. Feldman, 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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- 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.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. [] General Civil
2. [] Administrative Review/Social Security
3. [] Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. RELATED OR REFILED CASES. See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action is [] RELATED to another PENDING civil case. This action is [] REFILED pursuant to LR 3.1.

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) Resident defendant. If the defendant resides in a county within this district, please set forth the name of such county

COUNTY:

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) Non-Resident defendant. If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY:

(3) Other Cases. If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

- [] AKRON (Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)
[] CLEVELAND (Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)
[] YOUNGSTOWN (Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

- [] TOLEDO (Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Marriot International, Others Facing Suit Over Overtime Calculations](#)
