

FILED

US DISTRICT COURT
WESTERN DISTRICT
OF ARKANSAS

Sep 7, 2018

OFFICE OF THE CLERK

In the United States District Court
for the Western District of Arkansas

David Wright,

*On behalf of himself and those
similarly situated,*

Plaintiffs,

v.

Tiger Eye Pizza, LLC d/b/a Domino's Pizza,
and Ken Schroepfer,

Defendants.

Case No. 18-4127

Judge

Magistrate Judge

Jury Demand Endorsed Hereon

Class and Collective Action Complaint

1. Plaintiff David Wright, on behalf of himself and all similarly-situated individuals, bring this action against Tiger Eye Pizza, LLC d/b/a Domino's Pizza and Ken Schroepfer based on Defendants' willful failure to compensate Plaintiffs and similarly-situated individuals with minimum wages as required by the Fair Labor Standards Act ("FLSA"), Arkansas Minimum Wage Act ("AMWA"), Ark. Code Ann. § 11-4-210.

2. Defendants operate Domino's pizza restaurants (the "Tiger Eye Domino's stores").

3. Defendants repeatedly and willfully violated the Fair Labor Standards Act by failing to adequately reimburse delivery drivers for their delivery-related and other work-related expenses, thereby failing to pay delivery drivers the legally mandated minimum wage wages for all hours worked.

4. All delivery drivers at the Defendants' stores, including Plaintiff, have been subject to the same employment policies and practices, including policies and practices with respect to wages and reimbursement for out-of-pocket expenses.

5. Plaintiff brings this action on behalf of himself and similarly situated current and former delivery drivers who elect to opt in pursuant to FLSA, 29 U.S.C. § 216(b) to remedy violations of the FLSA wage and hour provisions by Defendants.

6. Plaintiff brings this action on behalf of himself and similarly situated current and former delivery drivers in Arkansas, pursuant to Fed. R. Civ. P. 23, to remedy violations of Arkansas wage and hour law by Defendants.

I. Jurisdiction and Venue

7. Under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b), this Court has jurisdiction over Plaintiff's FLSA claims.

8. Under 28 U.S.C. § 1367, this Court supplemental jurisdiction over Plaintiff's state law claims.

9. Venue in this Court is proper under 28 U.S.C. § 1391(b) because the parties reside in this district and a substantial part of the events giving rise to the claim herein occurred in this district.

II. Parties

Plaintiff

David Wright

10. At all times relevant, David Wright has resided in Texarkana, Arkansas.

11. David Wright is an "employee" of all of the Defendants as defined in the FLSA and AMWA.

12. David Wright has given written consent to join this action.

Defendants

13. The Tiger Eye Domino's stores are part of a single integrated enterprise.

14. At all relevant times, the Tiger Eye Domino's stores shared common management and were centrally controlled and/or owned by Defendants.

15. At all relevant times, all Defendants maintained control over labor relations at the Tiger Eye Domino's stores.

16. During all relevant times, Defendants permitted employees to transfer or be shared by and between the Tiger Eye Domino's stores without retraining.

17. Defendants have direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated delivery drivers, and also exercise that authority.

18. During all relevant times, Defendants also exercised operational control over the delivery drivers at Defendants' stores, including, but not limited to, control over recruiting and training of delivery drivers, compensation of delivery drivers, job duties of delivery drivers, reimbursements to delivery drivers, recruiting and training managers, design and layout of the restaurants, sales and marketing programs, public relations programs, promotional services, appearance and conduct standards, inventory, and inventory controls.

Tiger Eye Pizza, LLC

19. Defendant Tiger Eye Pizza, LLC is a foreign limited liability company with its principal place of business at 1509 Suburbia Drive, Shreveport, LA 71105.

20. Tiger Eye Pizza, LLC was incorporated and organized by Kenneth Schroeffer.

21. Tiger Eye Pizza, LLC is the corporate entity that appears on Plaintiff's paystubs for work completed for Defendants.

22. Tiger Eye Pizza, LLC has substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

23. Upon information and belief, Tiger Eye Pizza, LLC applies or causes to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

24. Tiger Eye Pizza, LLC has direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

25. At all relevant times, Tiger Eye Pizza, LLC maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

26. Tiger Eye Pizza, LLC is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA.

27. At all relevant times, Tiger Eye Pizza, LLC has been and continues to be an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

28. Tiger Eye Pizza, LLC's gross revenue exceeds \$500,000 per year.

Kenneth Schroepfer

29. Kenneth Schroepfer is the owner of Tiger Eye Pizza, LLC.

30. Kenneth Schroepfer is the president of Tiger Eye Pizza, LLC.

31. Kenneth Schroepfer is the operator of Tiger Eye Pizza, LLC.

32. Kenneth Schroepfer was the incorporator and organizer of Tiger Eye Pizza, LLC.

33. Kenneth Schroepfer has previously worked for Domino's as a franchise consultant and in international business development.

34. Kenneth Schroepfer has also previously worked for another Domino's franchisees as a regional operations director.

35. Kenneth Schroepfer was Domino's Franchisee Regional Manager of the Year in 2002.

36. Kenneth Schroepfer is individually liable to Tiger Eye's delivery drivers under the definitions of "employer" set forth in the FLSA and AMWA because he owns and operates the Tiger Eye Domino's stores, serves as a manager of Tiger Eye Pizza, LLC, ultimately controls significant aspects of Tiger Eye's day-to-day functions, and ultimately has control over compensation and reimbursement of employees. 29 U.S.C. § 203(d).

37. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had financial control over the operations at each of the Tiger Eye Domino's stores.

38. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has a role in significant aspects of the Tiger Eye Domino's stores' day to day operations.

39. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had control over the Tiger Eye Domino's stores' pay policies.

40. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had power over personnel and payroll decisions at the Tiger Eye Domino's stores, including but not limited to influence of delivery driver pay.

41. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had the power to hire, fire and discipline employees, including delivery drivers at Tiger Eye Domino's stores.

42. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had the power to stop any illegal pay practices that harmed delivery drivers at the Tiger Eye Domino's stores.

43. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had the power to transfer the assets and liabilities of the Tiger Eye Domino's stores.

44. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had the power to declare bankruptcy on behalf of the Tiger Eye Domino's stores.

45. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had the power to enter into contracts on behalf of each of the Tiger Eye Domino's stores.

46. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer has had the power to close, shut down, and/or sell each of the Tiger Eye Domino's stores.

47. At all relevant times, by virtue of his role as owner and president of Tiger Eye Pizza, LLC, Kenneth Schroepfer had authority over the overall direction of each of Tiger Eye Domino's stores and was ultimately responsible for their operations.

48. The Tiger Eye Domino's stores function for Kenneth Schroepfer's profit.

49. Kenneth Schroepfer has influence over how the Tiger Eye Domino's stores can run more profitably and efficiently.

III. Facts

Class-wide Factual Allegations

50. During all relevant times, Defendants operated the Tiger Eye Domino's stores.

51. Upon information and belief, there are at least 3 Tiger Eye Domino's stores, perhaps more.

52. The primary function of the Tiger Eye Domino's stores is to sell pizza and other food items to customers, whether they dine in, carry out, or have their food delivered.

53. Some or all of the Tiger Eye Domino's stores employ delivery drivers.

54. Plaintiff and the similarly situated employees Plaintiff seeks to represent are current and former delivery drivers employed by Defendants at the Tiger Eye Domino's stores.

55. All delivery drivers employed at the Tiger Eye Domino's stores over the last three years have had essentially the same job duties—deliver pizza and other food items to customers, and complete various tasks inside the restaurant when they were not delivering pizzas.

56. The delivery drivers at Tiger Eye Domino's work “dual jobs”—one where they deliver food and receive tips, and another where they work inside the store completing non-tipped duties.

57. Defendants' delivery drivers are paid at or close to minimum wage for all hours worked.

58. Defendants' delivery drivers are paid minimum wage minus a tip credit for all hours worked while making deliveries.

59. Defendants require delivery drivers to maintain and pay for operable, safe, and legally compliant automobiles to use in delivering Defendants' pizza and other food items.

60. Defendants require delivery drivers to incur and/or pay job-related expenses, including but not limited to automobile costs and depreciation, gasoline expenses, automobile maintenance and parts, insurance, financing, cell phone costs, GPS charges, and other equipment necessary for delivery drivers to complete their job duties.

61. Pursuant to such requirements, Plaintiff and other similarly situated employees purchased gasoline, vehicle parts and fluids, automobile repair and maintenance services, automobile insurance, suffered automobile depreciation, paid for automobile financing, and incur cell phone and data charges all for the primary benefit of Defendants.

62. The Tiger Eye Domino's stores do not track their delivery drivers actual expenses and keep records of all of those expenses.

63. One or more of the Tiger Eye Domino's Pizza stores do not reimburse delivery drivers for their actual expenses.

64. In fact, none of the Tiger Eye Domino's Pizza stores reimburse delivery drivers for their actual expenses.

65. One or more of the Tiger Eye Domino's Pizza stores do not reimburse delivery drivers at the IRS standard business mileage rate.

66. In fact, none of the Tiger Eye Domino's Pizza stores reimburse delivery drivers at the IRS standard business mileage rate.

67. One or more of the Tiger Eye Domino's Pizza stores do not reimburse delivery drivers at a reasonable approximation of the drivers' expenses.

68. In fact, none of the Tiger Eye Domino's Pizza stores reimburse delivery drivers at a reasonable approximation of the drivers' expenses.

69. Delivery drivers at the Tiger Eye Domino's Pizza stores are reimbursed a flat rate per delivery no matter how many miles the deliveries take to complete.

70. According to the Internal Revenue Service, the standard mileage rate for the use of a car during the relevant time periods have been:

- a. 2015: 57.5 cents/mile
- b. 2016: 54 cents/mile
- c. 2017: 53.5 cents/mile
- d. 2018: 54.5 cents/mile

71. As a result of the automobile and other job-related expenses incurred by Plaintiff and other similarly situated delivery drivers, they were deprived of minimum wages guaranteed to them by the FLSA and AMWA.

72. At all relevant times, Defendants have applied the same pay policies, practices, and procedures to all delivery drivers at their stores.

73. All of Defendants' delivery drivers had similar experiences to that of Plaintiff.

74. All of Defendants' delivery drivers were subject to the same reimbursement policy; received similar reimbursements; incurred similar automobile expenses; completed deliveries of similar distances and at similar frequencies; and were paid at or near the applicable minimum wage rate before deducting unreimbursed vehicle costs.

75. Regardless of the precise amount of the per-delivery reimbursement at any given point in time, Defendants' reimbursement formula has resulted in an unreasonable underestimation of delivery drivers' automobile expenses throughout the recovery period, causing systematic violations of the minimum wage laws.

76. Defendants also took deductions from the wages of Plaintiff and similarly situated delivery drivers for the costs of uniforms that bear the Domino's logo.

77. Plaintiff and similarly situated delivery drivers were required to wear uniforms with the Domino's logo for Defendants' benefit.

78. Because Defendants paid their drivers a gross hourly wage at precisely, or at least very close to, the applicable minimum wage, and because the delivery drivers incurred unreimbursed automobile expenses and other job expenses, the delivery drivers "kicked back" to Defendants an amount sufficient to cause minimum wage violations. *See* 29 C.F.R. § 531.35.

79. Defendants have willfully failed to pay minimum wage to Plaintiff and similarly situated delivery drivers at the Defendants' Domino's Pizza stores.

Plaintiff's Individual Factual Allegations

80. David Wright works as a delivery driver at one of Defendants' Domino's Pizza stores located in Texarkana, Arkansas.

81. David Wright has worked for Defendants as a delivery driver since approximately January 2016.

82. David Wright works dual jobs—one where he delivers food and receives tips, and another where he works inside the store completing non-tipped duties.

83. David Wright worked over 40 hours in one or more workweeks according to Defendants' records.

84. David Wright is paid a "tipped" minimum wage, *i.e.*, less than minimum wage, for the hours he works completing deliveries.

85. David Wright receives approximately \$4.25 per hour for the hours he works making deliveries.

86. David Wright is paid minimum wage for the hours he works inside in a non-tipped capacity.

87. David Wright was reimbursed \$1.05 per delivery until summer of 2018, no matter how many miles he drove or expenses he incurred to complete the delivery.

88. Starting in or about the summer of 2018, David Wright began to receive \$1.10 per delivery.

89. David Wright is required to maintain and pay for operable, safe, and legally compliant automobiles to use in delivering Defendants' pizza and other food items.

90. David Wright is required to incur and/or pay job-related expenses, including but not limited to automobile costs and depreciation, gasoline expenses, automobile maintenance and parts, insurance, financing, cell phone service, GPS service, and other equipment necessary for delivery drivers to complete their job duties.

91. David Wright purchases gasoline, vehicle parts and fluids, automobile repair and maintenance services, automobile insurance, suffered automobile depreciation, financing, and incur cell phone and data charges all for the primary benefit of Defendants.

92. Defendants do not track the actual expenses incurred by David Wright.

93. Defendants do not reimburse David Wright based on his actual delivery-related expenses.

94. David Wright is not reimbursed at the IRS standard mileage rate for the miles he drove while completing deliveries.

95. Defendants' reimbursement policy did not reasonably approximate the expenses incurred by David Wright.

96. David Wright has had deductions taken from his wages for the costs of work uniforms bearing the Domino's logo.

97. During David Wright's employment with Defendants, Defendants have failed to adequately reimburse David Wright for automobile and other job-related expenses.

98. David Wright regularly makes two to three deliveries per hour during the hours he works as a delivery driver.

99. David Wright regularly drives about 5 miles per delivery.

100. Thus, in 2018, Defendants' average reimbursement rate for David Wright was approximately \$.21 per mile (\$1.05 per delivery/5 average miles per delivery).

101. In 2018, for example, the IRS business mileage reimbursement has been \$.545 per mile, which reasonably approximated the automobile expenses incurred delivering pizzas. <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>. Using that IRS rate as a reasonable approximation of David Wright's automobile expenses, every mile driven on the job decreased his net wages by approximately \$.335 (\$.545 - \$.21) per mile. Considering his estimate of about 5 average miles per delivery, Defendants under-reimbursed him about \$1.75 per delivery (\$.335 x 5 miles).

102. Thus, while making deliveries (assuming 2.5 deliveries per hour), David Wright has consistently "kicked back" to Defendants approximately \$4.38 per hour (\$1.75 per delivery x 2.5 deliveries per hour).

103. As a result of unreimbursed automobile expenses and other job-related expenses, Defendants have failed to pay David Wright minimum wage as required by law.

Collective Action Allegations

104. Plaintiff brings the First and Second Counts on behalf of himself and

All similarly situated current and former delivery drivers employed at the Tiger Eye Domino's stores owned, operated, and controlled by Defendants, during the three years prior to the filing of this Class Action Complaint and the date of final judgment in this matter, who elect to opt-in to this action.

105. At all relevant times, Plaintiff and the FLSA Collective have been similarly situated, have had substantially similar job duties, requirements, and pay provisions, and have all been subject to Defendants' decision, policy, plan, practices, procedures, protocols, and rules of willfully refusing to pay Plaintiff and the FLSA Collective minimum wage for all hours worked and failing to reimburse delivery drivers for automobile expenses and other job-related expenses. Plaintiff's claims are essentially the same as those of the FLSA Collective.

106. Defendants' unlawful conduct is pursuant to a corporate policy or practice.

107. Defendants are aware or should have been aware that federal law required them to pay employees minimum wage for all hours worked and time and a half overtime wages for hours worked in excess of 40 per week.

108. Defendants are aware or should have been aware that federal law required them to reimburse delivery workers for expenses relating to "tools of the trade," such as, among other things, automobile costs and gasoline for delivery drivers.

109. Defendants' unlawful conduct has been widespread, repeated, and consistent.

110. The FLSA Collective members are readily identifiable and ascertainable.

111. For the purpose of notice and other purposes related to this action, the FLSA Collective members' names and contact information are readily available from Defendants' records.

112. In recognition of the services Plaintiff has rendered and will continue to render to the FLSA Collective, Plaintiff will request payment of a service award upon resolution of this action.

Class Action Allegations

113. Plaintiff brings the Third and Fourth Counts under the Federal Rule of Civil Procedure 23, on behalf of himself and a class of persons consisting of:

All current and former delivery drivers employed by Defendants at the Tiger Eye Domino's stores in the State of Arkansas from the date three years prior to the filing of the complaint to the date of final judgment in this matter (the "Rule 23 Class").

114. Excluded from the Rule 23 are Defendants' legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Rule 23 class.

115. The number and identity of the Rule 23 class members are ascertainable from Defendants' records.

116. The hours assigned and worked, the positions held, and the rates of pay and reimbursement for each Rule 23 Class Member are determinable from Defendants' records.

117. For the purposes of notice and other purposes related to this action, the names and contact information of Rule 23 Class Members are readily available from Defendants.

118. Notice can be provided by means permissible under Federal Rule of Civil Procedure 23.

119. 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.

120. There are more than 50 Rule 23 Class members.

121. Plaintiff's claims are typical of those claims which 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.

122. Plaintiff and the Rule 23 Class members were subject to the same corporate practices of Defendants, as alleged herein, of failing to pay minimum wage, failing to pay overtime, and failing to reimburse for expenses.

123. Plaintiff and the Rule 23 Class members have all sustained similar types of damages as a result of Defendants' failure to comply with the AMWA.

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

125. Plaintiff and the Rule 23 Class members sustained similar losses, injuries, and damages arising from the same unlawful practices, policies, and procedures.

126. 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.

127. Plaintiff is represented by attorneys who are experienced and competent in both class action litigation and employment litigation.

128. 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 on behalf of minimum wage employees 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 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.

129. Upon information and belief, Defendants and other employers throughout the state violate the Arkansas wage and hour law. Current employees are often afraid to assert their rights out of fear of direct and indirect retaliation. Former employees are fearful of bringing claims because doing so can harm their employment, future employment, and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity, which allows for the vindication of their rights while eliminating or reducing these risks.

130. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

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

- a. Whether Defendants paid Plaintiff and the Rule 23 Class members at the proper minimum wage rate for all hours worked;
- b. Whether Defendants required Plaintiff and the Rule 23 Class members to drive their own cars for work;

- c. Whether Defendants failed to reimburse automobile expenses, gasoline expenses, and other job-related expenses, as described herein, causing Plaintiff and the Rule 23 Class members' wages to drop below legally allowable minimum wage and overtime;
- d. Whether Defendants reimbursed Plaintiff and the Rule 23 Class members at the IRS standard business mileage rate for the miles they drove completing deliveries for Defendants;
- e. Whether Defendants recorded Plaintiff and the Rule 23 Class members' actual expenses;
- f. Whether Defendants properly compensated Plaintiff and the Rule 23 Class for hours worked in excess of 40 each workweek;
- g. Whether Defendants' policy of failing to pay Plaintiff and the Rule 23 Class was instituted willfully or with reckless disregard of the law; and
- h. The nature and extent of class-wide injury and the measure of damages for those injuries.

132. In recognition of the services Plaintiff have rendered and will continue to render to the Rule 23 Class, Plaintiff will request payment of a service award upon resolution of this action.

IV. Causes of Action

Count 1

Failure to Pay Minimum Wages - Fair Labor Standards Act (On Behalf of Plaintiff and the FLSA Collective)

133. Plaintiff restates and incorporates the foregoing allegations as if fully rewritten herein.

134. Plaintiff and the FLSA Collective are or were non-exempt, hourly employees entitled to receive no less than minimum wage for all hours worked.

135. Plaintiff and the FLSA Collective worked in dual jobs.

136. Defendants paid Plaintiff and the FLSA Collective at or close to minimum wage for all hours worked.

137. Defendants required and continue to require Plaintiff and the FLSA Collective to pay for automobile expenses and other job-related expenses out of pocket, and failed to properly reimburse Plaintiff and the FLSA Collective for said expenses.

138. By the acts and conduct described above, Defendants willfully violated the provisions of the FLSA and disregarded the rights of Plaintiff and the FLSA Collective.

139. Plaintiff and the FLSA Collective have been damaged by Defendants' willful failure to pay minimum wage as required by law.

140. As a result of Defendants' willful violations, Plaintiff and the FLSA Collective are entitled to damages, including, but not limited to, unpaid wages, unreimbursed expenses, liquidated damages, costs, and attorneys' fees.

Count 2
Failure to Pay Overtime Wages—Fair Labor Standards Act
(On Behalf of Plaintiff and the FLSA Collective)

141. Plaintiff restates and incorporates the following allegations as if fully rewritten herein.

142. Plaintiff and the FLSA Collective worked more than forty hours in one or more workweeks.

143. Because Defendants required Plaintiff and the FLSA Collective to pay for automobile expenses and other job-related expenses out of pocket, Defendants did not pay Plaintiff and the FLSA collective at least one and a half times their normal hourly rate for time worked in excess of forty hours per workweek.

144. By not paying Plaintiff and the FLSA collective proper overtime wages for time worked in excess of forty hours in a workweek, Defendants have willfully violated the FLSA.

145. As a result of Defendants' willful violations, Plaintiff and the FLSA collective are entitled to damages, including, but not limited to, unpaid wages, unreimbursed expenses, liquidated damages, costs, and attorney's fees.

Count 3

**Failure to Pay Minimum Wages—Ark. Code. Ann. §§ 11-4-201, *et seq.*
(On Behalf of Plaintiff and the Rule 23 Class)**

146. Plaintiff restates and incorporates the following allegations as if fully rewritten herein.

147. Defendants have at all times been an "employer" of Plaintiff and the Rule 23 Class members within the meaning of the Arkansas Minimum Wage Act, Ark. Code. Ann. §§ 11-4-203(4).

148. Defendants failed to pay Plaintiff and the Rule 23 Class members all minimum wages owed, as required under the AMWA, Ark. Code Ann. § 11-4-210.

149. Defendants conduct and practices, as described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

150. By reason of the unlawful acts alleged herein, Defendants are liable to Plaintiff the Rule 23 Class members for unpaid wages, liquidated damages, costs, reasonable attorneys' fees, and pre-judgment interest for all violations which occurred within the three years prior to the filing of the Complaint.

Count 4

**Failure to Pay Overtime Wages—Ark. Code. Ann. §§ 11-4-201, *et seq.*
(On Behalf of Plaintiff and the Rule 23 Class)**

151. Plaintiff restates and incorporates the following allegations as if fully rewritten herein.

152. Defendants have at all times been an “employer” of Plaintiff and the Rule 23 Class members within the meaning of the Arkansas Minimum Wage Act, Ark. Code. Ann. §§ 11-4-203(4).

153. Defendants failed to pay Plaintiff and the Rule 23 Class members all overtime wages owed, as required under the AMWA, Ark. Code Ann. § 11-4-211.

154. Defendants conduct and practices, as described herein, were willful, intentional, unreasonable, and in bad faith.

155. By reason of the unlawful acts alleged herein, Defendants are liable to Plaintiff the Rule 23 Class members for unpaid wages, liquidated damages, costs, reasonable attorneys’ fees, and pre-judgment interest for all violations which occurred within the three years prior to the filing of the Complaint.

WHEREFORE, Plaintiff prays for all of the following relief:

A. Designation of this action as a collective action on behalf of the collective action members and prompt issuance of notice to all similarly-situated members of an opt-in class, apprising them of this action, permitting them to assert timely wage and hour claims in this action, and appointment of Plaintiff and their counsel to represent the collective action members.

B. Unpaid minimum wages, overtime wages, reimbursement of expenses, and an additional and equal amount as liquidated damages pursuant to the FLSA and supporting regulations.

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure under Arkansas state law.

D. Designation of Plaintiff as a representative of the Rule 23 Class and counsel of record as Class Counsel.

E. Declaratory judgment that the practices complained of herein are unlawful under the AMWA.

F. An award of unpaid minimum wages, overtime wages, unreimbursed expenses, unlawful deductions, and liquidated damages due under the AMWA.

G. An award of prejudgment and post-judgment interest.

H. An award of costs and expenses of this action, together with reasonable attorneys' fees and expert fees.

I. Such other legal and equitable relief as the Court deems appropriate.

Respectfully submitted,

By:



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JURY DEMAND

Plaintiff hereby demands a jury trial by the maximum persons permitted by law on all issues herein triable to a jury.



John D. Coulter

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Domino's Driver Files Suit Alleging Improper Reimbursement of Delivery Expenses](#)
