

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

	)	
ALEXANDRIA COX, on behalf of herself and	)	
all others similarly situated,	)	Civil Action No.: 1:13-cv-2656
	)	
Plaintiff,	)	
	)	<b>CLASS AND COLLECTIVE</b>
v.	)	<b>ACTION COMPLAINT</b>
	)	
	)	
ENTERTAINMENT USA, INC. d/b/a/ Christie’s	)	<b><u>JURY TRIAL DEMANDED</u></b>
Cabaret; and DOES 1 through 10, inclusive,	)	
	)	
Defendants.	)	
	)	
	)	

Plaintiff Alexandria Cox (“Cox” or “Plaintiff”), individually and on behalf of all similarly situated employees, brings this Class/Collective action lawsuit against Defendants Entertainment USA, Inc., d/b/a/ Christie’s Cabaret, and Does 1 through 10, inclusive (collectively, “Christies” or “Defendant”), seeking to recover for Defendant’s violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.* (the “FLSA”), the Ohio Minimum Fair Wage Standards Act (“OMFWSA”), O.R.C. §§ 4111, *et seq.*, the Ohio Prompt Pay Act (“OPPA”), O.R.C. § 4113.15, *et seq.*, and Ohio common law. Plaintiff, on behalf of herself and all others similarly situated, alleges as follows:

**INTRODUCTION**

1. As explained herein, under applicable employment laws all employees are entitled to certain minimum levels of compensation for all hours worked, including premium compensation for hours worked in excess of forty in a given workweek, unless the employee is determined to be exempt. However, Defendant (as defined herein) improperly classified Plaintiff and other exotic entertainers (“Dancers”) as “independent contractors” and paid them no

compensation whatsoever for their work. Indeed, Defendant charges Dancers various fees for the opportunity to work for tips from customers and then Defendant confiscates a significant portion of such tips, without paying Dancers any wages at all. Consequently, Defendant failed to pay Plaintiff and class members at least the applicable minimum wage. In addition, Defendant improperly collects a portion of the tips Plaintiff and other Dancers receive from customers. Further, Defendant required Dancers to work in excess of forty hours per week, and failed to pay them premium overtime compensation as required by applicable employment laws. As set forth herein, such conduct is in violation of applicable state and federal wage and hour laws.

2. Dancers who work, or have worked, for Defendant, including Plaintiff and her current and former co-workers, work in an “unorganized” industry where many workers are “disenfranchised” by the wide disparities in bargaining power between workers and club owners. *See Holly Wilmet, Naked Feminism: The Unionization of the Adult Entertainment Industry*, 7 Am. U.J. Gender Soc. Pol’y & L 465, 466 (1999).

3. Accordingly, adult entertainment clubs such as those operated by Defendant are well-positioned to take advantage of Dancers and routinely deny them basic workplace rights.

4. Over the past two decades, the Department of Labor (“DOL”) and courts across the country have recognized that Dancers are employees, not independent contractors, and thus entitled to protection under various state and federal wage and hour laws.

5. Despite these significant strides, adult night clubs across the country still routinely deny Dancers the basic protections they are accorded under state and federal law. Indeed, Defendant is no exception. As set forth herein, Defendant regularly deprives Dancers of their rights under federal law, as well as the laws of the State of Ohio. Plaintiff brings this lawsuit to address these improper pay practices.

### **SUMMARY OF CLAIMS**

6. Plaintiff brings this action as a collective action to recover unpaid wages, pursuant to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.* (“FLSA” or the “Act”).

7. In particular, Plaintiff brings this suit on behalf of the following similarly situated persons:

All current and former Dancers who: 1) have worked for Defendant within the statutory period covered by this Complaint; 2) as of the date of filing of this complaint, have not signed a document which sets forth their purported agreement to arbitrate their claims and/or limit their ability to litigate their claims on a class-wide basis; and 3) elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. § 216(b) (“Nationwide Collective Class”).

8. In addition, Plaintiff also brings this action as a state-wide class action to recover unpaid wages, including inappropriately withheld tips, under the Ohio Minimum Fair Wage Standards Act (“OMFWSA”), O.R.C. §§ 4111, *et seq.*, the Ohio Prompt Pay Act (“OPPA”), O.R.C. § 4113.15, *et seq.*, and Ohio common law. (“Ohio State Laws”).

9. Specifically, Plaintiff brings this suit on behalf of a class of similarly situated persons composed of:

All current and former Dancers who have worked for Defendant in the State of Ohio during the statutory period covered by this Complaint who, as of the date of filing of this complaint, have not signed a document which sets forth their purported agreement to arbitrate their claims and/or limit their ability to litigate their claims on a class-wide basis (the “Ohio Class”).

10. Plaintiff alleges on behalf of the Nationwide Collective Class that Defendant has violated the FLSA by failing to pay the FLSA’s mandated wages. 29 U.S.C. § 201 *et seq.*

11. Plaintiff alleges on behalf of the Ohio Class that Defendant violated the Ohio State Laws by, *inter alia*, failing to pay statutorily-mandated wages, as well as improperly and

inappropriately withholding and/or deducting unlawful amounts from the gratuities of the Ohio Class.

### **PARTIES**

12. Plaintiff Alexandria Cox is a resident and citizen of the State of Ohio who was employed by Defendant as a “Dancer” at Christie’s Cabaret in Cleveland, Ohio in November, 2013. While employed by Defendant, Plaintiff was improperly classified as an independent contractor and, consequently, Defendant failed to compensate Plaintiff properly for all hours worked.

13. Plaintiff has consented in writing to be a Plaintiff in this action and has filed her executed Consent to Sue form concurrently with this Complaint.

14. Defendant Entertainment USA, Inc. (“Entertainment USA”) is, upon information and belief, a Delaware corporation with its corporate headquarters and principal place of business located at 5100 Poplar Avenue, Suite 2114, Memphis, TN 38317. Entertainment USA, together with its affiliate corporations and/or entities under common ownership and control, operate a chain of adult night clubs under the name “Christie’s Cabaret” in the following cities: Brunswick, Ohio; Cleveland, Ohio; Canton, Ohio; Greensboro, North Carolina; Glendale, Arizona; Tempe, Arizona; and Phoenix, Arizona.

15. Entertainment USA and each of its affiliate corporations and/or entities under common ownership and control are related organizations through, for example, common membership, governing bodies, trustees and/or officers and benefit plans.

16. Upon information and belief, at all times, the wage and hour and all related employee compensation policies of Entertainment USA and each of its affiliate corporations

and/or entities under common ownership and control are and were centrally and collectively dictated, controlled, and ratified by Entertainment USA.

17. Plaintiff is unaware of the names and the capacities of those defendants sued as DOES 1 through 10 but will seek leave to amend this complaint once their identities become known to Plaintiff. Upon information and belief, each defendant was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants. In engaging in the alleged conduct herein, defendants acted in the course, scope of, and in furtherance of the aforementioned relationship. Accordingly, unless otherwise specified herein, Plaintiff will refer to all defendants collectively as “Defendant” or “Christie’s” and each allegation pertains to each of the defendants.

18. Upon information and belief, at all relevant times, Defendant’s annual gross volume of sales made or business done was not less than \$500,000.00.

19. At all relevant times Defendant has transacted business, including the employment of Dancers, within the State of Ohio, including within this district.

### **JURISDICTION AND VENUE**

20. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 201 *et seq.*

21. This Court also has original jurisdiction over all claims in this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). This is a putative class action whereby: (i) the proposed Rule 23 class consists of over 100 or more members; (ii) at least some of the members of the proposed class have a different citizenship from one or more of the defendants (Plaintiff is a citizen of Ohio; Defendant is a citizen of Tennessee and Delaware because Tennessee is the location of its principal place of business and Delaware is its state of incorporation); and (iii) the claims of the proposed Rule 23 class exceed \$5,000,000.00 in the aggregate.

22. Further, this Court also has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common nucleus of operative facts.

23. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) as a substantial part of the acts or omissions giving rise to the claims alleged herein occurred within this judicial district, and Defendant is subject to personal jurisdiction in this district..

24. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

### **FACTUAL ALLEGATIONS**

25. The crux of the FLSA and Ohio State Laws is, *inter alia*,: (i) that all employees are entitled to be paid mandated minimum wages for all hours worked; (ii) that all employees are entitled to premium overtime compensation for all hours worked in excess of 40 hours a week; and (iii) that all gratuities earned by an employee are the property of the employee.

26. Contrary to these basic protections, Defendant improperly classified its Dancers, including Plaintiff, as "independent contractors" despite Defendant's near total control over them. Consequently, Dancers were: (i) deprived of the mandated minimum wage for all hours they worked; (ii) deprived of premium overtime compensation for all hours worked in excess of 40 per workweek; (iii) forced to improperly share a percentage of their gratuities with Defendant; and (iv) forced to reimburse Defendant for its ordinary business expenses.

27. Plaintiff and the members of the Classes are, or were, Dancers who worked at Defendant's various business locations operating under the name "Christie's Cabaret."

28. All of Defendant's "Christie's Cabaret" locations are operated by Defendant under uniform policies applicable to all the members of the Classes. Through these policies and

procedures, Defendant maintains significant supervision and control over Plaintiff and members of Classes.

29. Notwithstanding Defendant's classification of Dancers as independent contractors, as set forth below, due to the amount of control Defendant has over its Dancers, Dancers are legally Defendant's employees.

### **Hiring, Firing, and Scheduling**

30. Defendant has the power to hire and fire Dancers and has rules governing the conditions under which Dancers work.

31. Dancers are charged a fee if they start later than 7:00 PM.

32. Plaintiff worked six to seven days per week, with each shift lasting a minimum of 6 hours. Consequently, Plaintiff and numerous other Dancers routinely worked hours in excess of 40 in a week.

33. Defendant's scheduling policy also requires that all Dancers stay until the end of their shift, under threat of fines or termination.

34. Further, a Dancer is required to check in with the front desk as soon as they arrive for their shift. At the front desk, they must pay any outstanding fines before being permitted to work.

35. Dancers are subject to discipline in the forms of fines and possible termination if they do not arrive for a shift at a specified time.

### **House Fees & Fines**

36. Rather than pay its Dancers the applicable minimum wage (either the applicable state minimum wage or the federal minimum wage, whichever is higher), Defendant classified its Dancers as independent contractors and required its Dancers to pay Defendant in order to

work at Defendant's establishment. Consequently, Defendant does not compensate Dancers in an amount at least equal to the mandated minimum wage for each hour worked during their shift.

37. Despite routinely charging customers a "cover fee" at the door, and selling food and alcohol, Defendant retains all of that income and does not pay Dancers any wages.

38. Further, Defendant requires its Dancers, including Plaintiff and members of the Classes, to pay a fine of \$50.00 if they work less than 6 hours in a shift. These fines are mandatory and are enforced by Defendant.

39. Typically, there are "House Fees" of a minimum of \$15.00, in the form of compulsory tips to other employees.

40. Dancers must pay all fees every night she works regardless of the amount of tips she receives. Accordingly, a Dancer must pay the fees even if that means borrowing money from another Dancer or using the club's ATM machine. Defendant's system of fees, fines, and mandatory tips creates a realistic possibility that a Dancer may finish a shift with a negative balance, owing Defendant money from the Dancer's personal finances and taking home zero dollars.

41. Dancers are not permitted to perform if they have any outstanding fines. Indeed, Defendant maintains a list of all Dancers and the current fines owed.

#### **Tip Retention & Mandatory Tip Outs**

42. It is black letter law that tips received by an employee are the employee's tips and an employer has no ownership interest in said tips. Indeed, according to the DOL's Regulations, "[t]ips are the property of the employee whether or not the employer has taken a tip credit under section 3(m) of the FLSA." 29 C.F.R. § 531.52.



43. Despite this plain fact, Defendant unlawfully retained a portion of tips Dancers received from Defendant's customers.

44. Moreover, Defendant also mandates the fees a Dancer may charge customers for her services. By way of example, Defendant maintains a policy establishing the amount a Dancer is required to charge for private performances.

45. Plaintiff was required to follow the following schedule of dance prices, with Defendant receiving a portion of each amount:

	<u>Total Price</u>	<u>Dancer</u>	<u>Defendant</u>
FLOOR DANCES			
Main Floor (one song)	\$20.00	\$15.00	\$5.00
VIP Floor (one song)	\$30.00	\$20.00	\$10.00
PRIVATE DANCES			
Main Floor (one song)	\$40.00	\$25.00	\$15.00
Main Floor (three songs)	\$99.00	\$75.00	\$24.00
VIP Floor (15 minutes)	\$150.00	\$100.00	\$50.00
VIP Floor (30 minutes)	\$275.00	\$185.00	\$90.00
VIP Floor (1 hour)	\$475.00	\$325.00	\$150.00

46. As set forth below, the foregoing deductions are in contravention of applicable law.

47. In addition, Defendant also subjects Dancers to mandatory tip-outs. That is, Dancers are required to tip certain of Defendant's employees. Importantly, the individuals that Defendant requires its Dancers to share their tips with do not provide customer service.

48. Upon information and belief, Defendant uses these tips paid by dancers to offset its ordinary business expenses. Stated another way, Defendant requires Dancers to tip these individuals so that Defendant can then reduce its labor costs by having the Dancers supplement the compensation Defendant pays its other employees.

49. The number of individuals Dancers are required to tip is numerous and the tip amount is significant. Defendant has a *mandatory* tip out policy whereby Dancers must each tip a minimum of (i) \$5 to the House Mom and (ii) \$10 to the club's DJ. The aforementioned amounts are the required minimum tip, and Defendant requires Dancers to pay all tips by a certain time during their shift, regardless of how much money the Dancer has earned up to that point in the shift.

50. As a result of the mandatory house fees, required tip-outs, and assessed fines, Dancers sometimes receive little to no actual compensation despite hours of work

#### **Additional Control**

51. Defendant requires Dancers to wear certain types of clothes. Defendant does not reimburse Dancers for the cost of their apparel. In addition, Defendant does not pay for the cost of laundering or maintaining these required outfits.

52. Exemplifying the degree of control Defendant has over Plaintiff and members of the Classes, Dancers are not permitted to select their own songs or the order in which they dance, both of which are controlled by the DJ.

53. Dancers must also accept "Christie's Cash" as a form of payment or tips from customers. Christie's Cash is purchased from the club by customers at a premium over legal currency. On information and belief, approximately \$115 U.S. will purchase \$100 of Christie's Cash. Dancers must exchange Christie's Cash into legal currency through Defendant at the end of their shift, at a discount. Currently, Defendant will only pay \$90 U.S. for every \$100 of Christie's Cash turned in by a Dancer. Dancers must accept whatever exchange rate Defendant chooses to impose.

54. As a result, customers using Christie's Cash who believe that they are tipping or paying Dancers a certain amount are actually tipping them less, because Dancers do not get a \$1 U.S.-per-1 Christie's Cash exchange. Defendant profits at the expense of the Dancers by selling the Christie's Cash to customers at a premium and redeeming it to Dancers at a discount.

55. In short, Defendant maintains significant supervision and control over Plaintiff and members of Classes and sets the rules governing the conditions under which Dancers work.

56. Further, Defendant determined the rate and method of payment Dancers received, including but not limited to the percentage of tips that Defendant would retain and the fact that Dancers would not receive any wages while working at the club.

57. Defendant has been unjustly enriched to the detriment of the Classes by: (i) requiring Dancers to pay money out of their tips to pay for the ordinary business expenses of Defendant; (ii) requiring Dancers to forfeit a portion of their tips to Defendant; (iii) paying Dancers less than the mandated minimum wage while failing to comply with the requirements for doing so; and (iv) failing to pay Dancers premium overtime compensation for all hours worked in excess of forty in a work week.

58. At all times relevant to this Complaint, Plaintiff believed she was, and in fact was, an employee of Defendant.

59. Evidence generally reflecting the number of uncompensated hours worked by Dancers in the possession of Defendant.

60. While Plaintiff is unable to state at this time the exact amount owed to the Classes, Plaintiff believes that such information will become available during the course of discovery. Irrespective of the foregoing, when an employer fails to keep complete and accurate time records, employees may establish the hours worked solely by their testimony and the

burden of overcoming such testimony shifts to the employer. *See Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680 (1946).

### **CLASS & COLLECTIVE ACTION ALLEGATIONS**

61. Plaintiff brings this action on behalf of the Nationwide Collective Class as a collective action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 207 and 216(b). Plaintiff also brings this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of herself and the Ohio Class for claims under the Ohio State Laws.

62. The claims under the FLSA may be pursued by those who opt-in to this case pursuant to 29 U.S.C. §216(b). The claims brought pursuant to the Ohio State Laws may be pursued by all similarly-situated persons who do not opt out of the Ohio Class pursuant to Fed. R. Civ. P. 23.

63. Upon information and belief, the members of each of the Classes are so numerous that joinder of all members is impracticable. While the exact number of the members of these Classes is unknown to Plaintiff at this time, and can only be ascertained through appropriate discovery, Plaintiff believes there are over one hundred individuals in each of the Classes.

64. Defendant has acted or has refused to act on grounds generally applicable to the Classes, thereby making final injunctive relief or corresponding declaratory relief with respect to the Classes as a whole, appropriate.

65. The claims of Plaintiff are typical of the claims of the Classes she seeks to represent. Plaintiff and the members of the Classes work or have worked for Defendant and were subject to the same compensation policies and practices, including not being compensated for all hours worked.

66. Common questions of law and fact exist as to the Classes that predominate over any questions only affecting them individually and include, but are not limited to, the following:

- (a) whether Plaintiff and Dancers were improperly classified as independent contractors by Defendant;
- (b) whether Defendant have failed to pay statutorily required wages for each hour worked;
- (c) whether Plaintiff and Dancers were required to pay Defendant, in cash, fees for each shift worked;
- (d) whether Defendant improperly retained any portion Plaintiff and Dancers' tips;
- (e) whether Defendant has failed to pay overtime compensation for all hours worked in excess of 40 per workweek;
- (f) whether Plaintiff and members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- (g) whether Plaintiff and members of the Classes are entitled to restitution; and
- (h) whether Defendant is liable for attorney's fees and costs.

67. Plaintiff will fairly and adequately protect the interests of the Classes as her interests are in alignment with those of the members of the Classes. Plaintiff has no interests adverse to the class they seek to represent, and have retained competent and experienced counsel.

68. The class action/collective action mechanism is superior to other available methods for a fair and efficient adjudication of the controversy. 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.

69. Plaintiff and the Classes she seeks to represent have suffered and will continue to suffer irreparable damage from the illegal policy, practice and custom regarding Defendant's pay practices.

70. Defendant has acted willfully and has engaged in a continuing violation of the FLSA and Ohio State Laws.

**FIRST CLAIM FOR RELIEF**  
**Fair Labor Standards Act**  
**(On Behalf of the Nationwide Collective Class)**

71. Plaintiff, on behalf of herself and the Nationwide Collective Class, re-alleges and incorporates by reference the paragraphs above as if they were set forth again herein.

72. At all relevant times, Defendant has had gross revenues in excess of \$500,000.

73. At all relevant times, Defendant has been and continues to be, an employer engaged in commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

74. At all relevant times, Defendant has employed, and/or continue to employ, Plaintiff and each of the Nationwide Collective Class Members within the meaning of the FLSA.

75. Pursuant to Defendant's compensation policies, rather than pay Dancers the federally-mandated wages, Defendant improperly classified Plaintiff and other Dancers as independent contractors.

76. As a result of the Defendant's willful practices, Defendant was not entitled to pay Plaintiff and the members of the Nationwide Collective Class less than the mandated wage for all hours worked.

77. Defendant has violated and, continues to violate, the FLSA, 29 U.S.C. §§ 201 *et seq.* The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

78. Due to Defendant's FLSA violations, Plaintiff, on behalf of herself and the members of the Nationwide Collective Class, are entitled to recover from the Defendant, compensation for unpaid wages; an additional equal amount as liquidated damages; and reasonable attorneys' fees and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

**SECOND CLAIM FOR RELIEF**  
**OMFWSA Claim**  
**(On Behalf of the Ohio Class)**

79. The preceding paragraphs are incorporated by reference as if the same were fully set forth herein.

80. As a consequence of Defendant's employment practices, as described herein, Plaintiff and members of the Ohio Class were denied statutorily-required wages.

81. Plaintiff and the members of the Ohio Class were employees of Defendant within the meaning of the OMFWSA and, as such, were entitled to the benefits of the OMFWSA's wage requirements.

82. Defendant is an employer within the meaning of the OMFWSA.

83. Defendant's policy of denying Plaintiff and the members of the Ohio Class wages represents and results in a violation of the OMFWSA.

**THIRD CLAIM FOR RELIEF**  
**OPPA Claim**  
**(On Behalf of the Ohio Class)**

84. The preceding paragraphs are incorporated by reference as if the same were fully set forth herein.

85. The OPPA provides in relevant part:

Every individual, firm, partnership, association, or corporation doing business in this state shall, on or before the first day of each month, pay all its employees the wages earned by them during the first half of the preceding month ending with the fifteenth day thereof, and shall, on or before the fifteenth day of each month, pay such employees the wages earned by them during the last half of the preceding calendar month.

O.R.C. § 4113.15(A).

86. Plaintiff and members of the Ohio Classes were employees of Defendant within the meaning of the OPPA and, as such, are entitled to timely payment of wages due to them.

87. Defendant is an employer within the meaning of the OPPA.

88. Defendant's policy of classifying Plaintiff and the Ohio Class members as "independent contractors" and failing to pay them any wages at all, confiscating tips they received from customers, and forcing them to pay various fees and fines as set forth herein, results in a violation of the OPPA.

89. Any consent or agreement by Plaintiff and the members of the Ohio Classes whereby Plaintiff and the members of the Ohio Classes agreed to forgo protections under the OPPA is unenforceable as contrary to public policy.

**FOURTH CLAIM FOR RELIEF**  
**Unjust Enrichment/Quantum Meruit**  
**(On Behalf of the Ohio Class)**

90. The preceding paragraphs are incorporated by reference as if the same were fully set forth herein.

91. Plaintiff brings this Fourth Claim for Relief in the alternative to her claim under the OPPA.

92. Any agreement or consent by the Plaintiff and the members of the Ohio Class to work without compensation is an illegal agreement in violation of the public policy of Ohio



intended to protect employees from being denied payment for all hours worked. Any such agreement is unenforceable because it is illegal.

93. Plaintiff and the members of the Ohio Class were not paid wages for all of the time they worked for Defendant.

94. Plaintiff and the members of the Ohio Class conferred a benefit upon Defendant by performing work for which they were completely uncompensated.

95. Defendant knew and appreciated that it was receiving the benefit of the uncompensated work performed by the Plaintiff and members of the Ohio Class.

96. Defendant retained the benefit of the uncompensated work performed by the Plaintiff and members of the Ohio Class under circumstances which render it inequitable and unjust for Defendant to retain such benefits without paying for their value.

97. Defendant was unjustly enriched by requiring the Plaintiff and members of the Ohio Class to work without payment for all hours worked.

98. Plaintiff and members of the Ohio Class rendered valuable services to the Defendant.

99. The services were accepted, used and enjoyed by the Defendant.

100. The services were rendered under such circumstances that reasonably notified the Defendant that the Plaintiff and members of the Ohio Class, in performing such services, expected to be paid by Defendant.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of herself, the Nationwide Collective Class, and members of the Ohio Class, pray for relief as follows:

- a) Designation of this action as a collective action on behalf of the Nationwide Collective Class and prompt issuance of notice pursuant to 29 U.S.C. §216(b)

to all Nationwide Collective Class members, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent to sue forms pursuant to 29 U.S.C. § 216(b);

- b) Designation of Plaintiff as representative of the Nationwide Collective Class;
- c) Designation of counsel of record as counsel for the Nationwide Collective Class;
- d) Designation of this action as a class action on behalf of the Ohio Class pursuant to Federal Rule of Civil Procedure 23;
- e) Designation of Plaintiff as representatives of the Ohio Class;
- f) Designation of counsel of record as counsel for the Ohio Class;
- g) A Declaration that Defendant has violated the FLSA;
- h) A Declaration that Defendant has violated the OMFWSA;
- i) A Declaration that Defendant has violated the OPPA;
- j) A Declaration that Defendant has been unjustly enriched;
- k) An Order enjoining Defendant, its officers, agents, successors, employees, attorneys, assigns, and other representatives, and all those acting in concert with it at its direction, from engaging in any employment policy or practice which violates the FLSA, OMFWSA, and OPPA;
- l) An Order requiring Defendant to make whole those persons adversely affected by the policies and practices described herein by providing appropriate back pay, and reimbursement for lost wages in an amount to be shown at trial;
- m) A Declaration that Plaintiff and members of the Ohio Class are entitled to the value, *quantum meruit*, of the services rendered by them to the Defendant;
- n) An Order requiring Defendant to pay back to Plaintiff and members of the Ohio Class the amounts representing its unjust enrichment and the value, *quantum meruit*, of the services rendered by them to the Defendant;
- o) All applicable statutory damages to Plaintiff, the Nationwide Collective Plaintiffs, and members of the Ohio Class;
- p) Appropriate liquidated damages to Plaintiff, the Nationwide Collective

Plaintiffs, and members of the Ohio Class;

- q) Reasonable attorneys' fees and costs of action incurred herein; and
- r) Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

**DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by the Complaint.

Dated: December 2, 2013

Respectfully submitted,

*/s/ Gary F. Lynch*

Gary F. Lynch (PA 56887)

glynch@carlsonlynch.com

CARLSON LYNCH LTD

PNC Park

115 Federal Street, Suite 210

Pittsburgh, PA 15212

Telephone: (412) 322-9243

Facsimile: (412) 231-0246

Steven D. Bell (Ohio # 0031655)

steve@stevebell-law.com

STEVEN D. BELL CO., LPA

7650 Chippewa Road, Suite 309

Brecksville, Ohio 44141

Telephone: (216) 925-5484

Facsimile: (216) 925-5480