

1.2 Jerry D. Stroop was paid \$350 per week, in cash, for working a minimum of 66 hours per week.

1.3 Chad Cate was paid \$350 per week, in cash, for working a minimum of 66 hours per week.

1.4 While Defendants informed Plaintiffs that they took payroll taxes out of their weekly payments, upon information and belief, Defendants failed to forward the funds they allocated as taxes to the federal government.

1.5 Jerry D. Stroop and Chad Cate, on behalf of themselves and all others similarly situated, bring this collective action to recover unpaid minimum wages, unpaid overtime compensation, liquidated damages, attorney's fees, litigation costs, costs of court, and pre-judgment and post-judgment interest under the provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.* ("FLSA").

1.6 For at least three years prior to the filing of this Complaint, Defendants willfully committed violations of the FLSA by failing to pay all of their employees minimum wage for hours worked under forty per week and overtime premiums for hours worked in excess of forty hours per week.

II. JURISDICTION AND VENUE

2.1 The Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this civil action arises under the Constitution, laws, or treaties of the United States; specifically, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.* ("FLSA"). Jurisdiction is further conferred on this Court by 29 U.S.C. § 216(b) and by the provisions of 28 U.S.C. § 1337.

2.2 The Court has personal jurisdiction over Defendants Jannah's Real Estate, LLC, Hani's Texas Tires 1 Inc., Hani's Texas Tires 2 Inc., Hani's Texas Tires 6-33 Inc., Al-Wahban Texas Tire LLC, Hani Al-Wahban, Mustafa Al-Wahban and Omar Al-Wahban because these entities and

individuals conduct business in Texas and have entered into relationships with Plaintiffs in Texas and have committed actions in Texas that give rise to this cause of action.

2.3 Venue is proper in the Western District of Texas, Austin Division, pursuant to 28 U.S.C. § 1391(b), because Defendant Hani's Texas Tires 30 Inc. is located in and does business in Austin. Inasmuch as Defendant Hani's Texas Tires 30 Inc. is subject to this Court's personal jurisdiction for purposes of this civil action, Defendant Hani's Texas Tires 30 Inc. resides in this district and division. Venue in this Court is therefore proper under 28 U.S.C. § 1391(b).

III. PARTIES

A. Plaintiffs

3.1 Plaintiff Jerry D. Stroop is an individual residing in Abilene, Texas. His notice of consent is attached to Plaintiff's Original Collective Action Complaint as Exhibit A. Plaintiff Chad Cate is an individual residing in Abilene, Texas. His notice of consent is attached to Plaintiff's Original Collective Action Complaint as Exhibit B.

B. Defendants

3.2 Defendant Jannah's Real Estate, LLC is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.3 Defendant Hani's Texas Tires 1 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Mustafa Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.4 Defendant Hani's Texas Tires 2 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.5 Defendant Hani's Texas Tires 6 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.6 Defendant Hani's Texas Tires 7 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.7 Defendant Hani's Texas Tires, 8 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.8 Defendant Hani's Texas Tires 9 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.9 Defendant Hani's Texas Tires 10 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.10 Defendant Hani's Texas Tires 11 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.11 Defendant Hani's Texas Tires 12 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.12 Defendant Hani's Texas Tires 13 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.13 Defendant Hani's Texas Tires 14 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.14 Defendant Hani's Texas Tires 15 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.15 Defendant Hani's Texas Tires 16 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.16 Defendant Hani's Texas Tires 17 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.17 Defendant Hani's Texas Tires 18 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.18 Defendant Hani's Texas Tires 19 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.19 Defendant Hani's Texas Tires 20 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.20 Defendant Hani's Texas Tires 21 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.21 Defendant Hani's Texas Tires 22 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.22 Defendant Hani's Texas Tires 23 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.23 Defendant Hani's Texas Tires 24 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.24 Defendant Hani's Texas Tires 25 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.25 Defendant Hani's Texas Tires 26 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.26 Defendant Hani's Texas Tires 27 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.27 Defendant Hani's Texas Tires 28 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.28 Defendant Hani's Texas Tires 29 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.29 Defendant Hani's Texas Tires 30 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.30 Defendant Hani's Texas Tires 31 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.31 Defendant Hani's Texas Tires 32 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.32 Defendant Hani's Texas Tires 33 Inc. is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.33 Defendant Al-Wahban Texas Tire LLC is a domestic corporation formed and existing under the laws of the State of Texas. Defendant Hani Al-Wahban is the agent for service of process, and he can be served at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.34 Jannah's Real Estate, LLC, Hani's Texas Tires 1 Inc., Hani's Texas Tires 2 Inc., Hani's Texas Tires 6-33 Inc. and Al-Wahban Texas Tire LLC, for ease of reference, will be referred to hereinafter as the "Corporate Defendants."

3.35 Defendant Hani Al-Wahban is an individual who resides in Arlington, Texas and who may be served with process at 7808 Pirate Point Circle, Arlington, Texas 76016, or at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.36 At all times relevant to this claim, Hani Al-Wahban, acted directly or indirectly in the interest of Defendants and in relation to the employment of Plaintiffs and those similarly situated.

3.37 At all times relevant to this claim, Hani Al-Wahban was substantially in control of the terms and conditions of the work of Plaintiffs and those similarly situated.

3.38 Defendant Omar Al-Wahban is an individual who resides in Arlington, Texas and who may be served with process at 6902 Blackberry Dr., Arlington, Texas 76016, or at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.39 At all times relevant to this claim, Omar Al-Wahban, acted directly or indirectly in the interest of Defendants and in relation to the employment of Plaintiffs and those similarly situated.

3.40 At all times relevant to this claim, Omar Al-Wahban was substantially in control of the terms and conditions of the work of Plaintiffs and those similarly situated.

3.41 Defendant Mustafa Al-Wahban is an individual who resides in Corsicana, Texas and who may be served with process at 2017 W. 5th Ave., Corsican, Texas 75110, or at 1225 E. Seminary Dr., Fort Worth, Texas 76115.

3.42 At all times relevant to this claim, Mustafa Al-Wahban, acted directly or indirectly in the interest of Defendants and in relation to the employment of Plaintiffs and those similarly situated.

3.43 At all times relevant to this claim, Mustafa Al-Wahban was substantially in control of the terms and conditions of the work of Plaintiffs and those similarly situated.

3.44 Hani Al-Wahban, Omar Al-Wahban, and Mustafa Al-Wahban, for ease of reference, will hereinafter be referred to as the “Individual Defendants.”

3.45 All Defendants were employers of Plaintiffs and those similarly situated as defined by 29 U.S.C. §203(d).

IV. FLSA COVERAGE

4.1 For purposes of this action, the “relevant period” is defined as such period commencing on the date that is three years prior to the filing of this action, and continuing thereafter.

4.2 At all relevant times, the Corporate Defendants each had gross operating revenue in excess of \$500,000.00.

4.3 At all relevant times, all Defendants have been, and continue to be, an “employer” engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203.

4.4 At all relevant times, all Defendants employed “employees”, including Plaintiffs and those similarly situated, within the meaning of the FLSA, 29 U.S.C. § 203.

4.5 At all relevant times, all Defendants employed two or more persons in interstate commerce.

4.6 At all relevant times, all Defendants have been an “enterprise” engaged in commerce as defined in 29 U.S.C. § 203.

4.7 At all relevant times, Plaintiffs and those similarly situated were individually engaged in interstate commerce or in the production of goods for commerce while performing their job duties for Defendants.

4.8 At all relevant times, Defendants have been subject to the requirements of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*

V. FACTUAL ALLEGATIONS

5.1 Defendants operate a chain of tire stores throughout Texas, Oklahoma and Arkansas doing business as Texas Tires. Defendants’ website, <https://www.texastirescustoms.com/about/> notes that “Texas Tires has grown into more than 30 great locations to serve you” (site last visited on January 23, 2019). Under the “Locations” tab of their website, <https://texastirescustoms.com/locations-1/>, Defendants advertise that Texas Tires has stores in the following Texas cities: Abilene, Amarillo, Arlington, Austin, Beaumont, Burleson, Cleburne, Corsicana, Denton, Euless, Fort Worth, Granbury, Haltom City, Killeen, Lewisville, Lubbock, Odessa, North Richland Hills, San Antonio, Tyler, Waco, Watauga, Waxahachie and Weatherford, with stores in Granbury and Wichita Falls coming soon. The same page notes that Texas Tires has stores in Tulsa, Oklahoma and Texarkana, Arkansas. *Id.* (site last visited January 23, 2019).

5.2 Defendants’ website lists its “main office” as being at 1225 E. Seminary Dr. Fort Worth, Texas 76115. <https://www.texastirescustoms.com/contact/> (site last visited January 23, 2019). This location also happens to be the address for service upon the registered agent for all Corporate Defendants. Defendants’ website also offers a drop-down menu which allows customers or potential customers to email questions or comments to any of the Texas Tires locations listed above. <https://www.texastirescustoms.com/contact/> (site last visited January 23, 2019).

5.3 According to the Texas Secretary of State's Office, of the Corporate Defendants named above, Defendant Hani Al-Wahban is listed as the registered agent for all but one, Hani's Texas Tire 1 Inc., whose registered agent is Defendant Mustafa Al-Wahban. Of the Corporate Defendants named above, either Defendants Hani Al-Wahban, Mustafa Al-Wahban or Omar Al-Wahban, and typically all three, are listed as Directors.

5.4 All Defendants operate as the single employer and/or joint employer for both Plaintiffs and Members of the Collective in that Defendants undertake related activities, have a unified business operation with common control, and share the common business.

5.5 All Defendants share common ownership and financial control.

5.6 All Defendants have an interrelation of operations in jointly providing tire, wheel and lift sales and services throughout Texas, Oklahoma and Arkansas by sharing employees, clients and revenues with one another through an operationally interdependent network across Texas, Oklahoma and Arkansas.

5.7 Defendants employed Jerry D. Stroop and Chad Cate and those similarly situated as tire, wheel and lift technicians during the three-year period preceding the filing of this Complaint.

5.8 Defendants paid Jerry D. Stroop and Chad Cate and those similarly situated a set amount per week, in cash. Jerry D. Stroop and Chad Cate and all those similarly situated worked a sufficient number of hours per week such that they were not paid minimum wage for the hours they worked up to forty hours per week.

5.9 Jerry D. Stroop and Chad Cate and all those similarly situated consistently worked over forty hours per week. Jerry D. Stroop and Chad Cate and all those similarly situated were non-exempt employees. However, Defendants failed to pay Jerry D. Stroop and Chad Cate and all those similarly situated overtime premiums for any hours worked over forty per week.

5.10 Defendants maintained control, oversight, and direction over their operations, including employment practices.

5.11 Defendants maintained and exercised the power to hire, fire, and discipline Plaintiffs and those similarly situated during their employment with Defendants.

5.12 Plaintiffs and those similarly situated were required to comply with Defendants' policies and procedures in performing their work during their employment with Defendants.

5.13 As Directors of the Corporate Defendants, the Individual Defendants exercised control over the work performed by Plaintiffs and those similarly situated.

5.14 The Individual Defendants are responsible for running the day-to-day operations of the Corporate Defendants.

5.15 The Individual Defendants, acting directly in the interest of the Corporate Defendants, determined the wages to be paid to Plaintiffs and those similarly situated.

5.16 The Individual Defendants, acting directly in the interest of the Corporate Defendants, determined the work to be performed by Plaintiffs and those similarly situated and monitored and directed such work on a regular basis.

5.17 The Individual Defendants, acting directly in the interest of the Corporate Defendants, determined the locations where Plaintiffs and those similarly situated would work.

5.18 The Individual Defendants, acting directly in the interest of the Corporate Defendants, determined the hours of Plaintiffs and those similarly situated.

5.19 The Individual Defendants, acting directly in the interest of the Corporate Defendants, determined the conditions of employment for Plaintiffs and those similarly situated.

5.20 The Individual Defendants, acting directly in the interest of the Corporate Defendants, maintained employment records on Plaintiffs and those similarly situated.

5.21 The Individual Defendants, acting directly in the interest of the Corporate Defendants, possessed and, in fact, exercised the power to hire, fire and discipline Plaintiffs and those similarly situated.

5.22 At all times relevant hereto, all Defendants knew of, approved of, and benefited from the regular and overtime work of Plaintiffs and those similarly situated.

5.23 Defendants did not make a good faith effort to comply with the minimum wage and overtime provisions contained within the FLSA.

5.24 Defendants' actions were willful and in blatant disregard for the federally protected rights of Plaintiffs and those similarly situated.

VI. COLLECTIVE ACTION ALLEGATIONS

6.1 Other employees have been victimized by the pattern, practice, and policy of Defendants that is in violation of the FLSA. Plaintiffs are aware that the illegal practices and policies of Defendants have been imposed on other workers.

6.2 Plaintiffs bring their claims for relief on behalf of all persons who worked for Defendants as tire, wheel or lift technicians at any time three years prior to the filing of this lawsuit, to the entry of judgment in this lawsuit (Collective Class).

6.3 Defendants failed to pay Plaintiffs and the Collective Class minimum wage. Defendants also paid Plaintiff and the Collective Class on a salary basis and suffered and permitted them to work more than forty hours per week. Defendants did not pay Plaintiffs or the Collective Class overtime compensation for any hours worked beyond forty per week.

6.4 Though their job titles may vary, the members of the Collective Class were all tire, wheel or lift technicians.

6.5 Plaintiffs' experiences are typical of the experiences of other similarly situated employees.

6.6 Defendants' operations with respect to Plaintiffs and the Collective Class and wages paid to Plaintiffs and the Collective Class are substantially similar, if not identical.

6.7 Defendants' pattern of failing to pay minimum wages and overtime compensation as required by the FLSA results from Defendants' general application of policies and practices, and does not depend on the personal circumstances of the Plaintiffs and the Collective Class. Accordingly, the "Collective Class" is properly defined as:

All current and former individuals who worked as tire, wheel or lift technicians who were not paid minimum wage and/or who were not paid overtime compensation for any hours worked over forty per week.

6.8 Although the issue of damages may be individual in character, there is no detraction from the common nucleus of liability facts.

6.9 Plaintiffs file this case as an "opt-in" collective action as specifically allowed by 29 U.S.C. § 216(b). Plaintiffs bring these claims for relief for violations of the FLSA as a collective action pursuant to 29 U.S.C. § 216(b). Plaintiffs bring these claims on their behalf and on behalf of those similarly situated who have not been fully compensated for all work performed, time spent, and activities conducted for the benefit of Defendants.

6.10 Plaintiffs request that Defendants identify all prospective members of the Collective Class in order that proper notice of their right to consent to participation in this collective action may be distributed, including their names, dates of employment, job titles, last known addresses, and telephone numbers.

6.11 Plaintiffs seek to represent those members of the above-described group who, after appropriate notice of their ability to opt into this action, have provided consent in writing to be represented by Plaintiffs' counsel as required by 29 U.S.C. § 216(b).

6.12 Those individuals who choose to opt in will be listed on subsequent pleadings and copies of the written consents will be incorporated by reference.

6.13 Plaintiffs will fairly and adequately represent and protect the interests of those similarly situated who opt into this action.

VII. CAUSES OF ACTION: VIOLATION OF THE FLSA

Failure to Pay Overtime Wages

7.1 Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully set forth herein.

7.2 Plaintiffs and all others similarly situated are non-exempt employees.

7.3 As non-exempt employees under the FLSA, if Plaintiffs and all others similarly situated worked over forty hours in a workweek, they were entitled to overtime pay.

7.4 Over the course of the relevant period, Plaintiffs and all others similarly situated routinely worked in excess of forty hours per week.

7.5 Even though Plaintiffs and all others similarly situated worked in excess of forty hours per week, Defendants failed to pay them an overtime premium for any hours worked in excess of forty per week.

7.6 Defendants have violated 29 U.S.C. § 201 *et seq.* by failing to pay Plaintiffs and all others similarly situated overtime premiums for those hours worked over forty per workweek.

7.7 In further violation of the FLSA, Defendants has failed to maintain accurate employee pay records, including the true number of hours worked per workweek by Plaintiffs and all others similarly situated.

7.8 No excuse, legal justification or exemption excuses Defendants' failure to pay Plaintiffs and all others similarly situated overtime compensation for hours worked over forty in a workweek.

7.9 Defendants have failed to make a good faith effort to comply with the FLSA with respect to the payment of overtime compensation. Instead, Defendants knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice regarding overtime compensation.

Failure to Pay Minimum Wage

7.10 Defendants have violated 29 U.S.C. § 201 *et seq.* by failing to pay Plaintiffs and the Collective Class minimum wage for all hours worked under 40 per week during their employment.

7.11 No excuse, legal justification or exemption excuses Defendants' failure to pay Plaintiffs and the Collective Class minimum wage for all hours worked during their employment.

7.12 Defendants have failed to make a good faith effort to comply with the FLSA with respect to the payment of minimum wages. Instead, Defendants knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice regarding their failure to pay minimum wages.

7.13 Plaintiffs and the Collective Class seek all unpaid minimum wage and overtime compensation and an additional equal amount as liquidated damages, as well as reasonable attorney's fees, costs, and litigation expenses, including expert witness fees, as provided by 29 U.S.C. § 216(b), along with pre- and post-judgment interest at the highest rate allowed by law.

PRAYER

WHEREFORE, cause having been shown, Plaintiffs pray for an expedited order certifying a class and directing notice to putative class members pursuant to 29 U.S.C. § 216(b) and, individually, and on behalf of any and all such class members, on trial of this cause, judgment against Defendants, jointly and severally, as follows:

- a. Actual damages for the full amount of their unpaid overtime compensation;
- b. Liquidated damages in an amount equal to their unpaid overtime compensation;
- c. Actual damages for the full amount of their unpaid minimum wage compensation;
- d. Liquidated damages in an amount equal to their unpaid minimum wage compensation;
- e. Reasonable attorney's fees, costs and expenses of this action, including expert witness costs, as provided by the FLSA;
- f. Pre-judgment and post-judgment interest at the highest rates allowed by law; and
- g. Such other and further relief, at law or in equity, as this Honorable Court may find proper.

Respectfully submitted,

/s/ Douglas B. Welmaker

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