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11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF ARIZONA

13 **Luis E. Lopez**, individually, and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 **JWE Enterprises Inc.**, an Arizona  
18 Corporation, **Squeaky Clean Car Wash-**  
19 **Shea LLC**, an Arizona Limited Liability  
20 Company, **John Epley and Jane Doe**  
21 **Epley**, a Married Couple, and **Janell**  
22 **Epley and John Doe Epley**, a Married  
23 Couple,

24 Defendants.

No. \_\_\_\_\_

**COLLECTIVE ACTION  
COMPLAINT PURSUANT TO 29  
U.S.C. § 201, ET SEQ.**

25 Plaintiff, Luis E. Lopez (“Plaintiff”), individually, and on behalf of all other  
26 persons similarly situated, alleges as follows:

27 **PRELIMINARY STATEMENT**

1. Plaintiffs bring this action on behalf of themselves and all similarly-situated  
current and former Car Washer/Detailers, Lube Technicians, and/or Crew Members<sup>1</sup> of

<sup>1</sup> For the purposes of this Complaint, “Car Washer/Detailers, Lube Technicians, and/or Crew Members” is exclusively a job title used for the purpose of classifying the putative class of similarly situated individuals, is not necessarily the job title of the Plaintiffs and

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1 Defendants JWE Enterprises Inc., Squeaky Clean Car Wash-Shea LLC, John Epley and  
2 Jane Doe Epley, and Janell Epley and John Doe Epley<sup>2</sup> who were compensated at a  
3 straight-time hourly rate for all hours worked, regardless of whether those hours  
4 exceeded 40 in any given workweek.

5  
6 2. Plaintiff, individually, and on behalf of all others similarly-situated, brings  
7 this action against Defendants for their unlawful failure to pay overtime in violation of  
8 the Fair Labor Standards Act, 29 U.S.C. § 201-219 (the “FLSA”).

9  
10 3. Plaintiff brings a collective action under the FLSA to recover the unpaid  
11 overtime owed to him individually and on behalf of all other similarly-situated  
12 employees, current and former, of Defendants. Members of the Collective Action are  
13 referred to as the “Collective Members.”

14  
15 4. The Collective Members are all current and former Car Washer/Detailers,  
16 Lube Technicians, and/or Crew Members who were employed by Defendants at any time  
17 starting three years before this Complaint was filed, up to the present.

18  
19 5. This is an action for unpaid wages, liquidated damages, interest, attorneys’  
20 fees, and costs under the FLSA.

21  
22 6. The FLSA was enacted “to protect all covered workers from substandard  
23 wages and oppressive working hours.” Under the FLSA, employers must pay all non-

24  
25 putative class, and has no bearing or relation to any specialization, skill, education,  
26 training, or other qualification that might otherwise be associated with such a job title.

26  
27 <sup>2</sup> All Defendants to this action are collectively referred to as either “Squeaky Clean”  
or “Defendants” unless specified otherwise.

1 exempt employees an overtime premium for all time spent working in excess of 40 hours  
2 per week.

3 7. Defendants engaged in the regular policy and practice of subjecting  
4 Plaintiff and the Collective Members to their policy and practice of failing and/or  
5 refusing to pay them overtime for time they worked in excess of 40 hours per week, in  
6 violation of 29 U.S.C. § 207(a).

8 8. Therefore, Defendants did not pay Plaintiff or the Collective Members the  
9 applicable overtime rate, in violation of 29 U.S.C. § 207.

10 **JURISDICTION AND VENUE**

11  
12 9. Plaintiff realleges and incorporates by reference all allegations in all  
13 preceding paragraphs.

14 10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and  
15 29 U.S.C. § 201, *et seq.* because this action arises under the Constitution and laws of the  
16 United States.

17  
18 11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c)  
19 because acts giving rise to the claims of Plaintiffs and the Collective Members occurred  
20 within the District of Arizona, and Defendants regularly conduct business in and have  
21 engaged in the conduct alleged in the Complaint – and, thus, are subject to personal  
22 jurisdiction in – this judicial district.

23 **PARTIES**

24  
25 12. Plaintiff realleges and incorporates by reference all allegations in all  
26 preceding paragraphs.  
27

1           13. At all times material to the matters alleged in this Complaint, Plaintiff was  
2 an individual residing in Maricopa County, Arizona, and is a former employee of  
3 Defendants.

4           14. At all material times, Plaintiff was a full-time, non-exempt employee of  
5 Defendants who worked at Defendants' Bell Road location, located at 2824 West Bell  
6 Road, Phoenix, Arizona 85053 from approximately December 1, 2011 through  
7 approximately February 5, 2017.  
8

9           15. Throughout Plaintiff's entire employment, he was paid as an hourly  
10 employee at a rate of between \$7.00 and \$9.00 per hour, plus certain commissions,  
11 which, at no time during Plaintiff's employment with Defendants, equaled or exceeded  
12 his hourly rate of compensation.  
13

14           16. At all material times, Plaintiff was employed by Defendants. Defendants  
15 employed Plaintiff to perform various manual labor and car washing, detailing, and oil  
16 and lubrication-related duties, which generally consisted of, but was not limited to,  
17 changing oil in cars; vacuuming, washing, and drying cars; washing and scrubbing  
18 carpets and interiors; sending and directing cars through the car wash tunnel; and other  
19 similar work that Defendants required them to do.  
20  
21

22           17. At all material times, Plaintiff was an employee of Defendants as defined  
23 by the FLSA, 29 U.S.C. § 203(e)(1) and was a non-exempt employee under 29 U.S.C. §  
24 213(a)(1).  
25  
26  
27

1           18. Plaintiff has given his written consent to be a party Plaintiff in this action  
2 pursuant to 29 U.S.C. § 216(b), a true and accurate copy of which is attached to this  
3 Complaint as “**Exhibit A.**”

4           19. Plaintiff brings this action on behalf of himself and on behalf of all other  
5 persons similarly situated who are current or former Car Washer/Detailers, Lube  
6 Technicians, and/or Crew Members] of Defendants, including but not limited to Car  
7 Washer/Detailers, Lube Technicians, and/or Crew Members who agree in writing to join  
8 this action seeking recovery under the FLSA.  
9

10           20. Plaintiff brings this action on behalf of himself and on behalf of all other  
11 similarly situated current and former employees of Defendants—specifically, Car  
12 Washer/Detailers, Lube Technicians, and/or Crew Members who were not paid overtime  
13 for time worked in excess of 40 hours in any given workweek and whose wages,  
14 therefore, were non-compliant with the FLSA.  
15

16           21. Defendant JWE Enterprises Inc. is an Arizona corporation, authorized to do  
17 business in the State of Arizona and was at all relevant times Plaintiff’s and the  
18 Collective Members’ Employer as defined by 29 U.S.C. § 203(d).  
19

20           22. At all relevant times, Defendant JWE Enterprises Inc. owned and operated  
21 as Squeaky Clean Car Wash, an automobile washing and detailing company located at  
22 2824 West Bell Road, Phoenix, Arizona 85053 (the “Bell Road Location”).  
23

24           23. Defendant Squeaky Clean Car Wash-Shea LLC is an Arizona limited  
25 liability company, authorized to do business in the State of Arizona and was at all  
26  
27

1 relevant times Plaintiff's and the Collective Members' Employer as defined by 29 U.S.C.  
2 § 203(d).

3 24. At all relevant times, Defendant Squeaky Clean Car Wash-Shea LLC  
4 owned and operated as Squeaky Clean Car Wash, a automobile washing and detailing  
5 company located at 3240 East Shea Boulevard, Phoenix, Arizona 85028 (the "Shea  
6 Location").  
7

8 25. Defendant John Epley and Jane Doe Epley are, upon information and  
9 belief, husband and wife. They have caused events to take place giving rise to the claims  
10 in this Complaint as to which their marital community is fully liable. John Epley is an  
11 owner of Squeaky Clean, including JWE Enterprises Inc. and Squeaky Clean Car Wash-  
12 Shea LLC, and was at all relevant times Plaintiff's and the Collective Members'  
13 employer as defined by the FLSA, 29 U.S.C. § 203(d). Jane Doe Epley is an owner of  
14 Squeaky Clean.  
15  
16

17 26. Under the FLSA, Defendants John Epley and Jane Doe Epley are  
18 employers. The FLSA defines "employer" as any individual who acts directly or  
19 indirectly in the interest of an employer in relation to an employee. John Epley and Jane  
20 Doe Epley are the owners of Squeaky Clean. They had the authority to hire and fire  
21 employees, supervised and controlled work schedules or the conditions of employment,  
22 determined the rate and method of payment, and maintained employment records in  
23 connection with Plaintiffs' and the Collective Members' employment with Squeaky  
24 Clean. As persons who acted in the interest of Squeaky Clean. in relation to the  
25  
26  
27

1 company's employees, John Epley and Jane Doe Epley are subject to individual liability  
2 under the FLSA.

3 27. Defendant Janell Epley and John Doe Epley are, upon information and  
4 belief, husband and wife. They have caused events to take place giving rise to the claims  
5 in this Complaint as to which their marital community is fully liable. Janell Epley is an  
6 owner of Squeaky Clean, including JWE Enterprises Inc. and Squeaky Clean Car Wash-  
7 Shea LLC, and was at all relevant times Plaintiff's and the Collective Members'  
8 employer as defined by the FLSA, 29 U.S.C. § 203(d). John Doe Epley is an owner of  
9 Squeaky Clean.  
10

11 28. Under the FLSA, Defendants Janell Epley and John Doe Epley are  
12 employers. The FLSA defines "employer" as any individual who acts directly or  
13 indirectly in the interest of an employer in relation to an employee. Janell Epley and John  
14 Doe Epley are the owners of Squeaky Clean. They had the authority to hire and fire  
15 employees, supervised and controlled work schedules or the conditions of employment,  
16 determined the rate and method of payment, and maintained employment records in  
17 connection with Plaintiffs' and the Collective Members' employment with Squeaky  
18 Clean. As persons who acted in the interest of Squeaky Clean in relation to the  
19 company's employees, Janell Epley and John Doe Epley are subject to individual liability  
20 under the FLSA.  
21

22 29. Plaintiff is further informed, believes, and therefore alleges that each of the  
23 Defendants gave consent to, ratified, and authorized the acts of all other Defendants, as  
24 alleged in this Complaint.  
25  
26  
27

1           30. Defendants, and each of them, are sued in both their individual and  
2 corporate capacities.

3           31. Defendants are jointly and severally liable for the injuries and damages  
4 sustained by Plaintiff and the Collective Members.

5           32. At all relevant times, Plaintiff and the Collective Members were  
6 “employees” of Defendants as defined by the FLSA, 29 U.S.C. § 201, *et seq.*

7           33. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
8 Defendants.  
9

10           34. At all relevant times, Defendants were and continue to be “employers” as  
11 defined by FLSA, 29 U.S.C. § 201, *et seq.*

12           35. Defendants individually and/or through an enterprise or agent, directed and  
13 exercised control over Plaintiff’s and the Collective Members’ work and wages at all  
14 relevant times.  
15

16           36. At all relevant times, Plaintiff and the Collective Members, in their work  
17 for Defendants, were engaged in commerce or the production of goods for commerce.  
18

19           37. At all relevant times, Plaintiff and the Collective Members, in their work  
20 for Defendants, were employed by an enterprise engaged in commerce that had annual  
21 gross sales of at least \$500,000.  
22

23           38. At all relevant times, all Defendants were joint employers of Plaintiff and  
24 the Collective Members. At all relevant times: (1) Defendants were not completely  
25 disassociated with respect to the employment of Plaintiff and the Collective Members;  
26 and (2) Defendants were under common control. In any event, at all relevant times,  
27



1 Defendants were joint employers under the FLSA and 29 C.F.R. § 791.2(b) and  
2 employed Plaintiff and the Collective Members.

3 39. Further, at all relevant times, Defendants have operated as a “single  
4 enterprise” within the meaning of the FLSA, 29 U.S.C. § 203(r)(1). That is, Defendants  
5 perform related activities through unified operation and common control for a common  
6 business purpose. *See Brennan v. Arnheim and Neely, Inc.*, 410 U.S. 512, 515 (1973);  
7 *Chao v. A-One Med. Servs., Inc.*, 346 F.3d 908, 914-15 (9th Cir. 2003).

8  
9 40. Defendants operate as a family of two automobile washing and detailing  
10 businesses under the assumed name “Squeaky Clean Car Wash.” They advertise  
11 themselves as such on their website. The fact that they run each Squeaky Clean Car Wash  
12 identically and their customers can expect the same kind of customer service regardless  
13 of the location is a significant advertising point of Defendants. Plaintiff has attached  
14 various screen shots of Defendants’ website as “**Exhibit B.**”  
15  
16

17 41. Defendants represent themselves to the general public as one establishment  
18 operating at multiple locations. They share employees, have a common management,  
19 have a common ownership, have common ownership of the trade name “Squeaky Clean  
20 Car Wash,” pool their resources, operate from the same headquarters, share common  
21 statutory agents, and have the same operating name. This is a family of entities that  
22 advertises together on the same website, provides the same array of products and services  
23 to its customers, and uses the same business model. The Squeaky Clean family of car  
24 washes exists under the control and direction of Defendants. This family of car washes  
25 provides the same service product to its customers by using a set formula when  
26  
27

1 conducting its business. Part of that set formula is the wage violations alleged in this  
2 Complaint. These facts represent a classic example of “corporate fragmentation.” (*See*  
3 *generally Ex. B*).

4 **FACTUAL ALLEGATIONS**

5  
6 42. Plaintiff realleges and incorporatea by reference all allegations in all  
7 preceding paragraphs.

8 43. Defendants own and/or operate as Squeaky Clean Car Wash, an enterprise  
9 located in Maricopa County, Arizona.

10 44. Squeaky Clean is an enterprise that a “full service refurbishment” company  
11 whose primary marketplace offering is automobile washing, detailing, and oil and  
12 lubrication services.  
13

14 45. On approximately December 1, 2011, Plaintiff began employment with  
15 Defendants as a Car Washer/Detailer, Lube Technician, and/or Crew Member,  
16 performing various repetitive tasks such as manual labor and car washing, detailing, and  
17 oil and lubrication-related duties, which generally consisted of, but was not limited to,  
18 changing oil in cars; vacuuming, washing, and drying cars; washing and scrubbing  
19 carpets and interiors; sending and directing cars through the car wash tunnel; and other  
20 similar work that Defendants required them to do.  
21

22  
23 46. At all relevant times, Defendants did not pay Plaintiff or the Collective  
24 Members one and one half times their regular rates of pay for time spent working in  
25 excess of 40 hours in a given workweek.  
26

27 47. Plaintiff and the Collective Members are and were non-exempt employees.

1           48. From the beginning of Plaintiff's and the Collective Members' employment  
2 through the present day, Defendants failed to properly compensate Plaintiff and the  
3 Collective Members for any of their overtime hours. During this time, Plaintiff and the  
4 Collective Members generally worked approximately fifty (50) to sixty (60) hours per  
5 given workweek. Plaintiff has attached examples of his pay stubs at "**Exhibit C.**"  
6

7           49. Plaintiff and the Collective Members were paid exclusively on an hourly  
8 basis, or an hourly-plus-commission basis. However, Plaintiff and the Collective  
9 Members' commissions never exceeded their hourly pay in any given workweek that they  
10 worked for Defendants.  
11

12           50. Plaintiff and the Collective Members were not managers.

13           51. Plaintiff and the Collective Members did not have supervisory authority  
14 over any employees, did not possess the authority to hire or fire employees, did not  
15 possess authority to make critical job decisions with respect to any of Defendants'  
16 employees, did not direct the work of two or more employees, and did not exercise  
17 discretion and independent judgment with respect to matters of significance.  
18

19           52. Plaintiff's and the Collective Members' primary duty was not the  
20 management of the enterprise in which they were employed or any recognized  
21 department of the enterprise.  
22

23           53. From the beginning of Plaintiff's and the Collective Members' employment  
24 through the present day, Defendants failed to properly compensate them for any of their  
25 overtime hours.  
26  
27

1           54. Defendants knew that – or acted with reckless disregard as to whether –  
2 their refusal or failure to properly compensate Plaintiff and the Collective Members over  
3 the course of their employment would violate federal and state law, and Defendants were  
4 aware of the FLSA overtime wage requirements during Plaintiffs’ and the Collective  
5 Members’ employment. As such, Defendants’ conduct constitutes a willful violation of  
6 the FLSA.  
7

8           55. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
9 and the Collective Members of their rights under the FLSA.  
10

11           56. Therefore, in a given workweek, and during each and every workweek of  
12 Plaintiff’s and the Collective Members’ employment with Defendants, Plaintiff and the  
13 Collective Members were subject to Defendants’ policy and practice of not paying one  
14 and one half times Plaintiff’s and the Collective Members’ regular rates of pay.  
15

16           57. In a given workweek, and during each and every workweek of Plaintiff’s  
17 and the Collective Members’ employment with Defendants, Plaintiff and the Collective  
18 Members worked more than 40 hours but were not paid the applicable one and one half  
19 times Plaintiff’s and the Collective Members’ regular rates of pay for time they spent  
20 working in excess of 40 hours.  
21

22           58. Plaintiff believes and therefore claims that Defendants subjected each and  
23 every Car Washer/Detailer, Lube Technician, and/or Crew Member that they employed,  
24 including Plaintiff and the Collective Members, to its policy and specific course of not  
25 paying one and one half times Plaintiff’s and the Collective Members’ regular rates of  
26 pay.  
27

1 59. Plaintiff and the Collective Members are covered employees within the  
2 meaning of the Fair Labor Standards Act (“FLSA”).

3 60. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
4 and the Collective Members of their rights under the FLSA.

5 61. Defendants individually and/or through an enterprise or agent, directed and  
6 exercised control over Plaintiff’s and Collective Members’ work and wages at all relevant  
7 times.  
8

9 62. Due to Defendants’ illegal wage practices, Plaintiff and the Collective  
10 Members are entitled to recover from Defendants compensation for unpaid overtime  
11 wages, an additional amount equal amount as liquidated damages, interest, and  
12 reasonable attorney’s fees and costs of this action under 29 U.S.C. § 216(b).  
13

14 **COLLECTIVE ACTION ALLEGATIONS**

15 63. Plaintiff realleges and incorporates by reference all allegations in all  
16 preceding paragraphs.  
17

18 64. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) on their own  
19 behalves and as representatives of individuals similarly situated who are current or  
20 former Car Washer/Detailers, Lube Technicians, and/or Crew Members of Defendants.  
21

22 65. At all times material, Defendants paid Plaintiff and the Collective Members  
23 at a fixed hourly rate.

24 66. Defendants subjected all of their Car Washer/Detailers, Lube Technicians,  
25 and/or Crew Members, including Plaintiff and the Collective Members, to their policy  
26 and practice of not paying their Car Washer/Detailers, Lube Technicians, and/or Crew  
27

1 Members one and one half times their regular rates of pay for time they spent working in  
2 excess of 40 hours in a given workweek, in violation of 29 U.S.C. § 207(a).

3 67. At all times material, Plaintiff and the Collective Members are and have  
4 been similarly situated, have had substantially similar job requirements and pay  
5 provisions, and are and have been subject to Defendants' decision, policy, plan, and  
6 common programs, practices, procedures, protocols, routines, and rules of willfully  
7 subjecting Plaintiff and the Collective Members to their policy and practice of not paying  
8 their [positions] one and one half times their regular rates of pay for time they spent  
9 working in excess of 40 hours in a given workweek, in violation of 29 U.S.C. § 207(a).  
10

11 68. Plaintiff's claims stated in this complaint are essentially the same as those  
12 of the Collective Members. This action is properly maintained as a collective action  
13 because in all pertinent aspects the employment relationship of individuals similarly  
14 situated to Plaintiff is identical or substantially similar.  
15

16 69. Plaintiff and the Collective Members were each compensated on an hourly  
17 basis for the duration of their employment with Defendants.  
18

19 70. The Collective Members perform or have performed the same or similar  
20 work as Plaintiff.  
21

22 71. Defendants' failure to pay overtime compensation required by the FLSA  
23 results from generally applicable policies or practices, and does not depend on the  
24 personal circumstances of Plaintiff or the Collective Members.  
25

26 72. While Plaintiff and Defendants have described Plaintiff's and the  
27 Collective Members' job titles as Car Washer/Detailer, Lube Technician, and/or Crew

1 Member, the specific job titles or precise job responsibilities of each Collective Member  
2 does not prevent collective treatment.

3 73. All Collective Members, irrespective of their particular job requirements  
4 and job titles, are entitled to proper overtime wage compensation for all hours worked in  
5 excess of 40 in a given workweek.  
6

7 74. Although the exact amount of damages may vary among the Collective  
8 Members, the damages for the Collective Members can be easily calculated by a simple  
9 formula. The claims of all Collective Members arise from a common nucleus of facts.  
10 Liability is based on a systematic course of wrongful conduct by the Defendants that  
11 caused harm to all of the Collective Members.  
12

13 75. As such, Plaintiff bring his FLSA overtime wage claim as a collective  
14 action on behalf of the following class:  
15

16 **The FLSA Collective Members are all of Defendants' current  
17 and former Car Washer/Detailers, Lube Technicians, Crew  
18 Members, and/or all other Hourly Employees of Defendants who  
19 were not paid one and one half times their regular rates of pay  
20 for time spent working in excess of 40 hours in a given  
21 workweek, starting three years before this lawsuit was filed up  
22 to the present.**

23 76. Defendants' unlawful conduct, as described in this Collective Action  
24 Complaint, is pursuant to Defendants' corporate policy or practice of minimizing labor  
25 costs by refusing and/or failing to properly compensate its employees according to the  
26 FLSA.  
27

77. Defendants are aware or should have been aware that federal law prohibited  
them from not paying their Car Washer/Detailers, Lube Technicians, and/or Crew

1 Members –namely, Plaintiff and the Collective Members—an overtime premium wage for  
2 time spent working in excess of 40 hours per given workweek.

3 78. Defendants’ unlawful conduct has been widespread, repeated, and  
4 consistent.

5  
6 79. This action is properly brought and maintained as an opt-in collective  
7 action pursuant to 29 U.S.C. § 216(b).

8 80. Upon information and belief, the individuals similarly situated to Plaintiff  
9 include more than twenty (20) employees currently and/or formerly employed by  
10 Defendants, and Plaintiffs are unable to state the precise number of similarly-situated  
11 employees because that information is solely in Defendants’ possession, custody, or  
12 control, but it can be readily ascertained from their employment records and the records  
13 of Defendants’ payroll processor.  
14

15  
16 81. Notice can be provided to the Collective Members by First Class Mail to  
17 the last address known to Defendants, via email at the last known email address known to  
18 Defendants, and by text message to the last known telephone number known to  
19 Defendants.  
20

21 **DAMAGES**

22 82. Plaintiff realleges and incorporates by reference all allegations in all  
23 preceding paragraphs.

24 83. Plaintiff and the Collective Members are entitled to recover overtime  
25 compensation for the hours they worked in excess of 40 per given workweek for which  
26  
27



1 they were not paid at the federally mandated one and one half times their regular rates of  
2 pay.

3 84. Plaintiff and the Collective Members are also entitled to an amount equal to  
4 all of their unpaid wages as liquidated damages. 29 U.S.C. § 216(b).

5  
6 85. Plaintiff and the Collective Members are also entitled to recover their  
7 attorney's fees and costs as required by the FLSA. 29 U.S.C. § 216(b).

8 **COUNT ONE: FAIR LABOR STANDARDS ACT**  
9 **FAILURE TO PAY OVERTIME**

10 86. Plaintiff realleges and incorporates by reference all allegations in all  
11 preceding paragraphs.

12  
13 87. At all relevant times, Defendants did not pay Plaintiff or the Collective  
14 Members one and one half times their regular rates of pay for time spent working in  
15 excess of 40 hours in a given workweek.

16  
17 88. Defendants engaged in such conduct in direct violation of 29 U.S.C. §  
18 207(a).

19 89. As such, unpaid overtime wages for such time Plaintiff and the Collective  
20 Members worked in excess of 40 hours per given workweek is owed to Plaintiff and the  
21 Collective Members for the entire time they were employed by Defendants.

22  
23 90. Defendants knew that – or acted with reckless disregard as to whether –  
24 their refusal or failure to properly compensate Plaintiff and the Collective Members over  
25 the course of their employment would violate federal and state law, and Defendants were  
26 aware of the FLSA overtime wage requirements during Plaintiff's and the Collective  
27

1 Members' employment. As such, Defendants' conduct constitutes a willful violation of  
2 the FLSA.

3 91. Plaintiff and the Collective Members are therefore entitled to compensation  
4 for their unpaid overtime wages at an hourly rate, to be proven at trial, plus an additional  
5 equal amount as liquidated damages, together with interest, reasonable attorney's fees,  
6 and costs.  
7

8 WHEREFORE, Plaintiff, Luis Lopez, individually, and on behalf of all other  
9 similarly situated persons, requests that this Court grant the following relief in Plaintiff's  
10 and the Collective Members' favor, and against Defendants:  
11

12 A. For the Court to declare and find that the Defendants committed one or  
13 more of the following acts:

14 i. violated overtime provisions of the FLSA, 29 U.S.C. § 207, by  
15 failing to pay proper overtime wages;  
16

17 ii. willfully violated overtime provisions of the FLSA, 29 U.S.C. § 207;

18 B. For the Court to award damages in the amounts of all unpaid overtime  
19 compensation due and owing to Plaintiff and the Collective Members for  
20 time they spent working in excess of 40 hours per given workweek;  
21

22 C. For the Court to award compensatory damages, including liquidated  
23 damages pursuant to 29 U.S.C. § 216(b), in amounts to be determined at  
24 trial;  
25

26 D. For the Court to award prejudgment and post-judgment interest on any  
27 damages awarded;

1 E. For the Court to award Plaintiff's and the Collective Members' reasonable  
2 attorneys' fees and costs of the action pursuant to 29 U.S.C. § 216(b) and  
3 all other causes of action set forth in this Complaint;

4 F. For the Court to provide reasonable incentive awards for each named  
5 Plaintiff to compensate them for the time they spent attempting to recover  
6 wages for the Collective Members and for the risks they took in doing so;  
7  
8 and

9 G. Such other relief as this Court deems just and proper.

10 **REQUEST FOR COLLECTIVE ACTION CERTIFICATION**

11  
12 As to Count I of this Complaint, Plaintiff requests that the Court designate this  
13 action as a collective action on behalf of the FLSA Collective Members and promptly  
14 issue a notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the  
15 FLSA opt-in class, apprising them of the pendency of this action, and permitting them to  
16  
17 timely assert FLSA claims in this action by filing individual Consent to Sue Forms  
18 pursuant to 29 U.S.C. § 216(b).

19 **JURY TRIAL DEMAND**

20  
21 Plaintiffs demand a trial by jury on all issues so triable.

22 RESPECTFULLY SUBMITTED this 14<sup>th</sup> day of February, 2017.

23 THE BENDAU LAW FIRM, PLLC

24  
25 By: /s/ Clifford P. Bendau, II  
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