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12 **IN THE UNITED STATES DISTRICT COURT**
13
14 **DISTRICT OF ARIZONA**

15 Louie Medina, on behalf of himself and all
16 those similarly situated,

17 Plaintiff,

18 v.

19 Gilbert Mega Furniture, LLC, Ahwatukee
20 Mega Furniture, LLC, Mega Furniture &
21 Accessories, LLC, Mega Furniture
22 Avondale, LLC, Mega Furniture Bell,
23 LLC, Mega Furniture Scottsdale, LLC,
24 Phoenix Mega Furniture, LLC, Karim
25 Kanjiyani and Jane Doe Kanjiyani,
26 husband and wife, Saleem Kanjiyani and
27 Jane Doe Kanjiyani, husband and wife,
28 Yasmin Daredia and John Doe Daredia,
husband and wife, and Yasmin Darcelia
and John Doe Darcelia, husband and wife,

Defendants.

Case No. _____

**COLLECTIVE ACTION AND CLASS
ACTION COMPLAINT**

[JURY TRIAL DEMANDED]

1 Plaintiff Louie Medina, individually and on behalf of all others similarly situated
2 (hereinafter referred to as “Plaintiff”) for his Complaint against Gilbert Mega Furniture,
3 LLC, Ahwatukee Mega Furniture, LLC, Mega Furniture & Accessories, LLC, Mega
4 Furniture Avondale, LLC, Mega Furniture Bell, LLC, Mega Furniture Scottsdale, LLC,
5 Phoenix Mega Furniture, LLC, Karim Kanjiyani and Jane Doe Kanjiyani, Saleem
6 Kanjiyani and Jane Doe Kanjiyani, Yasmin Daredia and John Doe Daredia, and Yasmin
7 Darcelia and John Doe Darcelia (collectively “Mega Furniture”) alleges as follows:

8 **I. NATURE OF THE CASE**

9 1. Plaintiff brings this action against Mega Furniture for its unlawful failure to
10 pay overtime and minimum wages in violation of the Fair Labor Standards Act, 29 U.S.C.
11 §§ 201-219 (hereinafter “FLSA”) and its unlawful failure to pay wages due in violation of
12 the Arizona Wage Statute, A.R.S. §§ 23-350 – 23-355; 23-352-364.

13 2. The causes of action for unpaid overtime and minimum wage are brought as
14 a collective action pursuant to 29 U.S.C. § 216(b) to recover unpaid overtime and
15 minimum wage compensation, liquidated damages, statutory penalties and damages owed
16 to Plaintiff and all others similarly situated.

17 3. The causes of action for unpaid overtime and minimum wage are also
18 brought as a class action under Federal Rule of Civil Procedure 23, to recover unpaid
19 compensation and treble damages resulting from Mega Furniture’s violations of the
20 Arizona Wage Statute.

21 4. For both collective and class action purposes, the proposed Class consists of:
22 All current and former Sales Associates who were employed
23 by Mega Furniture in Arizona during the Liability Period
24 (“Sales Associates”).

25 5. For at least three (3) years prior to the filing of this action (the “Liability
26 Period”), Mega Furniture had and continues to have a consistent policy and practice of
27 suffering or permitting employees who worked as Sales Associates, including Plaintiff, to
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1 work well in excess of forty (40) hours per week, without paying them proper overtime
2 compensation as required by federal and state wage and hour laws. Mega Furniture also
3 had and continues to have a consistent practice of failing to pay the Sales Associates at
4 least minimum wage. Plaintiff seeks to recover unpaid overtime compensation and
5 minimum wage, including interest thereon, statutory penalties, reasonable attorneys' fees
6 and litigation costs on behalf of himself and all similarly situated current and former Sales
7 Associates who worked for Mega Furniture. Plaintiff and all similarly situated current and
8 former Sales Associates who may opt-in pursuant to 29 U.S.C. § 216(b) also seek
9 liquidated damages.

10 6. Plaintiff intends to request the Court authorize notice to all similarly situated
11 persons informing them of the pendency of the action and their right to "opt-into" this
12 lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking overtime and minimum
13 wage compensation and liquidated damages under federal law.

14 7. Plaintiff also brings an individual claim against Mega Furniture for its
15 unlawful retaliation against Plaintiff in violation of the FLSA. Plaintiff seeks to recover in
16 his individual capacity lost wages and liquidated damages equal to the lost wages, front
17 pay, compensatory damages, reasonable attorneys' fees and costs, pre-judgment interest,
18 and punitive damages resulting from Mega Furniture's retaliation against him in violation
19 of the FLSA.

20 **II. JURISDICTION AND VENUE**

21 8. This Court has jurisdiction over the subject matter and the parties hereto
22 pursuant to 29 U.S.C. § 216(b), and 28 U.S.C. § 1331.

23 9. Plaintiff's state law claim is sufficiently related to the FLSA claim that it
24 forms part of the same case or controversy. This Court therefore has supplemental
25 jurisdiction over Plaintiff's claim under the Arizona Wage Statute pursuant to 28 U.S.C. §
26 1367.

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1 10. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) because
2 all or a substantial part of the events or omissions giving rise to the claims occurred in the
3 State of Arizona within this District. Plaintiff was employed by Mega Furniture in this
4 District.

5 **III. PARTIES**

6 11. At all times relevant to the matters alleged herein, Plaintiff Louie Medina
7 resided in the State of Arizona in Maricopa County.

8 12. Plaintiff was a full-time, non-exempt employee of Mega Furniture from in
9 or around March 2011 until on or around August 14, 2016.

10 13. During most of Plaintiff's employment with Mega Furniture, he was paid a
11 commission only and was not guaranteed any minimum amount of wages; his pay was
12 entirely dependent on the sales he made from the start of his employment until in or
13 around March 2016.

14 14. In or around March 2016, Mega Furniture began paying Plaintiff and the
15 Sales Associates a guarantee of \$2,200 per month or a commission, whichever was higher.
16 However, if the Sales Associates did not follow company policies regarding the minimum
17 number of hours worked or were otherwise disciplined, they would not receive the
18 guarantee pay regardless of the amount of the commission they earned.

19 15. Pursuant to 29 U.S.C. § 216(b), attached to and filed with this Complaint as
20 Exhibit A, is the Consent to Become a Party Plaintiff and Opt-Into Lawsuit, signed by the
21 above-named Representative Plaintiff, Louie Medina, opting him into this lawsuit.

22 16. Defendant Gilbert Mega Furniture, LLC is an Arizona limited liability
23 company, authorized to do business in Arizona.

24 17. Defendant Ahwatukee Mega Furniture, LLC is an Arizona limited liability
25 company, authorized to do business in Arizona.

26 18. Defendant Mega Furniture & Accessories, LLC is an Arizona limited
27 liability company, authorized to do business in Arizona.
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1 19. Defendant Mega Furniture Avondale, LLC is an Arizona limited liability
2 company, authorized to do business in Arizona.

3 20. Defendant Mega Furniture Bell, LLC is an Arizona limited liability
4 company, authorized to do business in Arizona.

5 21. Defendant Mega Furniture Scottsdale, LLC is an Arizona limited liability
6 company, authorized to do business in Arizona.

7 22. Defendant Phoenix Mega Furniture, LLC is an Arizona limited liability
8 company, authorized to do business in Arizona.

9 23. Defendants Karim Kanjiyani and Jane Doe Kanjiyani are husband and wife.
10 They have caused events to take place giving rise to this complaint as to which their
11 marital community is fully liable. Defendant Karim Kanjiyani is a Member of Mega
12 Furniture. As Member, Defendant Karim Kanjiyani sets employment policies for Mega
13 Furniture, including but not limited to the amount and manner of compensation for the
14 company's Sales Associates. Upon information and belief, Defendant Karim Kanjiyani
15 exercises control over Mega Furniture's operations, with authority to hire and fire
16 employees, determine salaries, and control policies affecting significant aspects of the
17 company's day-to-day functions. The FLSA defines an "employer" as any individual who
18 acts directly or indirectly in the interest of the employer in relation to an employee.
19 Defendant Karim Kanjiyani is an employer under the FLSA.

20 24. Defendants Saleem Kanjiyani and Jane Doe Kanjiyani are husband and wife.
21 They have caused events to take place giving rise to this complaint as to which their
22 marital community is fully liable. Defendant Saleem Kanjiyani is a Member of Mega
23 Furniture. As Member, Defendant Saleem Kanjiyani sets employment policies for Mega
24 Furniture, including but not limited to the amount and manner of compensation for the
25 company's Sales Associates. Upon information and belief, Defendant Saleem Kanjiyani
26 exercises control over Mega Furniture's operations, with authority to hire and fire
27 employees, determine salaries, and control policies affecting significant aspects of the
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1 company's day-to-day functions. The FLSA defines an "employer" as any individual who
2 acts directly or indirectly in the interest of the employer in relation to an employee.
3 Defendant Saleem Kanjiyani is an employer under the FLSA.

4 25. Defendants Yasmin Daredia and John Doe Daredia are husband and wife.
5 They have caused events to take place giving rise to this complaint as to which their
6 marital community is fully liable. Defendant Yasmin Daredia is a Member of Mega
7 Furniture. As Member, Defendant Yasmin Daredia sets employment policies for Mega
8 Furniture, including but not limited to the amount and manner of compensation for the
9 company's Sales Associates. Upon information and belief, Defendant Yasmin Daredia
10 exercises control over Mega Furniture's operations, with authority to hire and fire
11 employees, determine salaries, and control policies affecting significant aspects of the
12 company's day-to-day functions. The FLSA defines an "employer" as any individual who
13 acts directly or indirectly in the interest of the employer in relation to an employee.
14 Defendant Yasmin Daredia is an employer under the FLSA.

15 26. Defendants Yasmin Darcelia and John Doe Darcelia are husband and wife.
16 They have caused events to take place giving rise to this complaint as to which their
17 marital community is fully liable. Defendant Yasmin Darcelia is a Member of Mega
18 Furniture. As Member, Defendant Yasmin Darcelia sets employment policies for Mega
19 Furniture, including but not limited to the amount and manner of compensation for the
20 company's Sales Associates. Upon information and belief, Defendant Yasmin Darcelia
21 exercises control over Mega Furniture's operations, with authority to hire and fire
22 employees, determine salaries, and control policies affecting significant aspects of the
23 company's day-to-day functions. The FLSA defines an "employer" as any individual who
24 acts directly or indirectly in the interest of the employer in relation to an employee.
25 Defendant Yasmin Darcelia is an employer under the FLSA.

26 27. In addition, Section 15(a)(3) of the FLSA prohibits retaliation by "any
27 persons," including Defendants Karim Kanjiyani, Saleem Kanjiyani, Yasmin Daredia, and
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1 Yasmin Darcelia, who as agents of Mega Furniture, are liable for retaliating against
2 Plaintiff as a result of Plaintiff acting as a witness during a Department of Labor
3 investigation related to overtime violations by Mega Furniture.

4 28. Plaintiff and the Sales Associates are employees as defined in 29 U.S.C. §
5 203(e)(1) and are non-exempt employees under 29 U.S.C. § 213(a)(1) and A.R.S. § 23-
6 350(2).

7 29. At all relevant times, Mega Furniture was an employer as defined by 29
8 U.S.C. § 203(d) and A.R.S. § 350(3) and all the named Defendants are also joint
9 employers under 29 C.F.R. § 791.2(b). They are all associated with respect to
10 employment of the Sales Associates and have direct and indirect control over the Sales
11 Associates in their performance of duties as employees of Mega Furniture. Plaintiff also
12 received pay statements from various different Mega Furniture entities which are named
13 as Defendants, including but not limited to Defendant Phoenix Mega Furniture, LLC and
14 Defendant Gilbert Mega Furniture, LLC.

15 30. At all relevant times, Mega Furniture has been engaged in interstate
16 commerce and has been an enterprise whose gross annual volume of sales made or
17 business done is greater than \$500,000.

18 **IV. FACTUAL BACKGROUND**

19 31. Mega Furniture is an Arizona limited liability company in the business of
20 selling furniture at ten locations throughout Arizona.

21 32. Upon information and belief, Mega Furniture employs approximately 100
22 Sales Associates at its ten locations throughout Arizona. The Sales Associates' principal
23 business is to assist customers in the sale of store merchandise and provide positive
24 customer service relations.

25 33. Plaintiff was employed by Mega Furniture as a Sales Associate from in or
26 around March 2011 until on or around August 14, 2016. There was a brief period during
27 2015 in which Plaintiff was a manager, but the majority of his employment was as a Sales
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1 Associate. This action is brought for unpaid wages he earned in his position as a Sales
2 Associate.

3 34. As a Sales Associate, Plaintiff assisted customers in the sale of Mega
4 Furniture merchandise.

5 35. During a typical week, Plaintiff was required to work at least five days per
6 week. The typical schedule was Monday through Saturday from ten in the morning until
7 eight in the evening and on Sunday from ten in the morning until six in the evening, with
8 two of those days off for a break.

9 36. Plaintiff worked approximately forty-five (45) hours during the typical
10 week.

11 37. During most of Plaintiff's employment, he was paid a commission on the
12 sales he completed as a Mega Furniture Sales Associate.

13 38. During this time when he earned straight commission from the start of his
14 employment until February 26, 2016, Plaintiff was frequently paid less than one and one
15 half times the regular minimum wage and even less than the minimum wage, which in
16 Arizona is currently \$8.05.

17 39. For example, Plaintiff worked 90 hours during the pay period from July 16,
18 2015 until July 31, 2015. He earned only \$518.38 during that pay period. Plaintiff
19 therefore earned only \$5.76 per hour during that pay period, well below time and a half
20 the minimum wage and even below minimum wage. See Exhibit B.

21 40. Plaintiff worked 90 hours during the pay period from September 16, 2015
22 until September 30, 2015. He earned only \$424.18 during that pay period. Plaintiff
23 therefore earned only \$4.71 per hour during this pay period, well below time and a half the
24 minimum wage and even below minimum wage. See Exhibit B.

25 41. Plaintiff worked 90 hours during the pay from November 1, 2015 until
26 November 15, 2015. He earned only \$336.12 during that pay period. Plaintiff therefore
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1 earned only \$3.73 per hour during this pay period, well below time and a half the
2 minimum wage and even below the minimum wage. See Exhibit C.

3 42. Effective March 1, 2016, Mega Furniture started paying Plaintiff and its
4 Sales Associates a \$2,200 per month guarantee or the commission amount earned,
5 whichever was higher. However, the Sales Associates would not earn the guarantee if
6 they had a disciplinary write-up during the pay period, failed to work five full days during
7 a workweek for a total of ninety hours per pay period, or failed to attend compulsory sales
8 trainings or meetings that were unpaid. See Exhibit D.

9 43. As a result, Sales Associates like Plaintiff frequently still earned less than
10 one and a half times the minimum wage or even earned less than the minimum wage on
11 many occasions after the guarantee was implemented.

12 44. In fact, if Sales Associates did not work a minimum of five days per week
13 (or ninety hours per two-week pay period) or were disciplined for violating company
14 policy, they received only their commissions as pay even when that resulted in them
15 working for less than one and a half times the minimum wage and even less than the
16 minimum wage.

17 45. In addition, the Sales Associates were required to work numerous hours off
18 the clock for which they were not paid. The Sales Associates were required to attend
19 trainings and meetings on Saturdays that were unpaid.

20 46. Plaintiff was required to attend a meeting for Sales Associates as frequently
21 as one time per week that lasted for approximately two hours. The Sales Associates were
22 informed at these meetings about Mega Furniture merchandise and the goals and duties
23 for their job position. The Sales Associates were not compensated for their attendance at
24 these mandatory meetings.

25 47. Plaintiff routinely worked in excess of forty (40) hours per week as part of
26 his regular schedule as a Sales Associate, many hours for which he was required to work
27 off the clock.

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1 48. Plaintiff typically worked approximately forty-five (45) hours per week
2 during his employment at Mega Furniture, plus additional time for meetings he was
3 required to work off the clock each week.

4 49. Despite having worked numerous hours of overtime, Plaintiff was not paid
5 proper overtime wages at a rate of one and one-half times his regular rate of pay for hours
6 worked over forty (40) in a work week.

7 50. Plaintiff also earned less than the minimum wage during many workweeks.

8 51. Mega Furniture also failed to timely pay Plaintiff all the wages that he was
9 due in violation of the Arizona Wage Statute, including failing to pay him the minimum
10 wage as required by the Arizona Wage Statute.

11 52. Plaintiff's duties, hours and compensation are indicative of the similarly
12 situated Sales Associates.

13 53. Mega Furniture's improper policies and compensation practices applied to
14 Plaintiff and all similarly situated Sales Associates he purports to represent.

15 54. For example, Mega Furniture provided its employees, including Plaintiff,
16 with written compensation policies uniformly applicable to all the Sales Associates
17 governing how they would be paid. The documents provide that Sales Associates shall be
18 paid a guarantee but only if they worked a certain number of hours and were not
19 disciplined. On numerous occasions, this resulted in the Sales Associates earning less
20 than the minimum wage.

21 55. Mega Furniture willfully failed to comply with the FLSA by failing to pay
22 Plaintiff the statutorily required overtime and minimum wage.

23 56. On August 5, 2016, Plaintiff Medina was interviewed regarding Mega
24 Furniture's unlawful wage and hour practices by Department of Labor investigator David
25 S. White.

26 57. Shortly thereafter, Mega Furniture Regional Manager Malik Kanjiyani
27 contacted Plaintiff regarding his participation in the Department of Labor investigation.
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1 Kanjiyani interrogated Plaintiff Medina regarding his involvement in the Department of
2 Labor investigation and insinuated that he should not be participating.

3 58. Plaintiff Medina responded to Kanjiyani that he was entitled to answer the
4 Department of Labor investigator's questions, and that the responses he gave were
5 between Plaintiff Medina and the investigator.

6 59. As a result of Plaintiff Medina's complaints about Mega Furniture's
7 unlawful wage practices and his participation in the Department of Labor investigation,
8 Mega Furniture, by and through its agent Malik Kanjiyani, terminated Plaintiff Medina's
9 employment on August 14, 2016.

10 **V. COLLECTIVE ACTION ALLEGATIONS**

11 60. Plaintiff brings his claim for unpaid overtime and minimum wage under the
12 FLSA, 29 U.S.C. § 201 *et seq.*, as a collective action. Plaintiff brings this action on behalf
13 of himself and others similarly situated, properly defined as:

14 All current and former Sales Associates who were employed
15 by Mega Furniture in Arizona during the Liability Period.

16 61. Mega Furniture's illegal overtime and minimum wage practices were
17 widespread with respect to the proposed Class. The failure to pay proper overtime and
18 minimum wage was not the result of random or isolated individual management decisions
19 or practices.

20 62. Mega Furniture's overtime and minimum wage practices were routine and
21 consistent. Throughout the Liability Period, employees regularly were not paid the proper
22 overtime wage despite working in excess of forty (40) hours per week. They also
23 frequently were not paid the minimum wage.

24 63. Other Sales Associates performed the same or similar job duties as Plaintiff.
25 Moreover, these Sales Associates regularly worked more than forty (40) hours in a
26 workweek without receiving overtime and often did not get paid the minimum wage

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1 either. Accordingly, the employees victimized by Mega Furniture's unlawful pattern and
2 practices are similarly situated to Plaintiff in terms of employment and pay provisions.

3 64. Mega Furniture's failure to pay overtime compensation and minimum wage
4 at the rates required by the FLSA result from generally applicable policies or practices and
5 do not depend on the personal circumstances of the members of the collective action.
6 Thus, Plaintiff's experience is typical of the experience of the other Sales Associates
7 employed by Mega Furniture.

8 65. The specific job requirements of the members of the collective action do not
9 prevent collective treatment. All Sales Associates, including Plaintiff, regardless of their
10 precise job requirements or rates of pay, are entitled to overtime compensation for hours
11 worked in excess of forty (40) per week and the minimum wage. Although the issue of
12 damages may be individual in character, there is no detraction from the common nucleus
13 of facts pertaining to liability.

14 **VI. CLASS ACTION ALLEGATIONS**

15 66. The state law claims under the Arizona Wage Statute are brought as a class
16 action under Federal Rules of Civil Procedure 23(a) and (b)(3). The Class is defined in
17 paragraph 2 above.

18 67. Throughout the Liability Period, Mega Furniture has employed a large
19 number of Sales Associates. The Class is therefore so numerous that joinder of all
20 members is impracticable. Members of the Class can readily be identified from business
21 records maintained by Mega Furniture.

22 68. Proof of Mega Furniture's liability under the Arizona Wage Statute involves
23 factual and legal questions common to the Class. Whether Mega Furniture paid Class
24 members the proper wages due in accordance with A.R.S. §§ 23-351, 23-353, 23-355 and
25 23-364 is a question common to all Class members.

26 69. Like Plaintiff, all Class members worked without being paid the statutorily
27 required wages. Plaintiff's claim is therefore typical of the claims of the Class.

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1 70. Plaintiff has no interest antagonistic to those of other Class members and has
2 retained attorneys who are knowledgeable in wage and hour and class action litigation.
3 The interests of Class members are therefore fairly and adequately protected.

4 71. This action is maintainable as a class action under Rule 23(b)(3) because
5 questions of law or fact common to the Class predominate over any questions affecting
6 only individual members.

7 72. In addition, a class action is superior to other available methods for the fair
8 and efficient adjudication of the controversy. The Arizona Wage Statute recognizes that
9 employees who are denied their wages often lack the ability to enforce their rights against
10 employers with far superior resources. Further, because the damages suffered by
11 individual Class members may be relatively small, the expense and burden of individual
12 litigation makes it difficult for members of the Class to individually redress the wrongs
13 done to them.

14 73. Plaintiff's Arizona Wage Statute claim is easily managed as a class action.
15 The issue of liability is common to all Class members. Although the amount of damages
16 may differ by individual, they are objectively ascertainable and can be easily calculated.

17 **VII. COUNT ONE**

18 **(Failure to Pay Minimum Wage – FLSA – 29 U.S.C. § 206)**

19 74. Plaintiff incorporates by reference all of the above allegations as though
20 fully set forth herein.

21 75. Plaintiff and Sales Associates were non-exempt employees entitled to the
22 statutorily mandated minimum hourly wage.

23 76. Mega Furniture was an “employer” as defined by 29 U.S.C. § 203(d).

24 77. Mega Furniture failed to pay minimum wage to Plaintiff and Sales
25 Associates during their employment.

26 78. Plaintiff and Sales Associates' total compensation divided by total hours
27 worked was regularly less than minimum wage.

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1 79. Mega Furniture's failure to pay minimum wage to Plaintiff and Sales
2 Associates was willful. Defendants knew Plaintiff and Sales Associates were not earning
3 an average hourly wage at least equal to the required minimum wage and had no reason to
4 believe their failure to pay minimum wage was not a violation of the FLSA.

5 80. Plaintiff and Sales Associates are entitled to statutory remedies provided
6 pursuant to 29 U.S.C. § 216(b), including but not limited to liquidated damages and
7 attorneys' fees.

8 **VIII. COUNT TWO**

9 **(Failure to Properly Pay Overtime Wages – FLSA – 29 U.S.C. § 207)**

10 81. Plaintiff incorporates by reference all of the above allegations as though
11 fully set forth herein.

12 82. Plaintiff and Sales Associates were non-exempt employees entitled to the
13 statutorily mandated overtime pay according to the FLSA.

14 83. Mega Furniture was an "employer" pursuant to 29 U.S.C. § 203(d).

15 84. Mega Furniture failed to comply with 29 U.S.C. § 207 because Plaintiff and
16 Sales Associates worked for Mega Furniture in excess of forty (40) hours per week, but
17 Mega Furniture failed to pay Plaintiff and Sales Associates for those excess hours at the
18 statutorily required rate of one and one-half times Plaintiff's regular rate of pay as
19 required by the FLSA.

20 85. Mega Furniture's failure to pay overtime to Plaintiff and Sales Associates
21 was willful. Mega Furniture knew Plaintiff was working overtime but failed to properly
22 pay overtime wages. Mega Furniture had no reason to believe its failure to pay overtime
23 was not a violation of the FLSA.

24 86. Plaintiff and Sales Associates are entitled to statutory remedies provided
25 pursuant to 29 U.S.C. § 216(b), including but not limited to liquidated damages and
26 attorneys' fees.

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IX. COUNT THREE

(Failure to Pay Timely Wages Due – Arizona Wage Statute)

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3 87. Plaintiff incorporates by reference all of the above allegations as though
4 fully set forth herein.

5 88. Mega Furniture was aware of its obligation to pay timely wages pursuant to
6 A.R.S. § 23-351.

7 89. Mega Furniture was aware that, under A.R.S. §§ 23-351-353, it was
8 obligated to pay all wages due to Plaintiff and Sales Associates.

9 90. Mega Furniture failed to timely pay Plaintiff and Sales Associates wages
10 due without a good faith basis for withholding the wages.

11 91. Mega Furniture has willfully failed and refused to timely pay wages due to
12 Plaintiff and Sales Associates. As a result of Mega Furniture's unlawful acts, Plaintiff and
13 Sales Associates are entitled to the statutory remedies provided pursuant to A.R.S. § 23-
14 355.

X. COUNT FOUR

(Failure to Pay Minimum Wage – Arizona Wage Statute)

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16
17 92. Plaintiff incorporates by reference all of the above allegations as though
18 fully set forth herein.

19 93. Mega Furniture was aware of its obligation to pay state minimum wages
20 pursuant to A.R.S. § 23-363.

21 94. Mega Furniture failed to pay minimum wage to Plaintiff and Sales
22 Associates as required by state law.

23 95. Mega Furniture willfully failed to pay minimum wage due to Plaintiff and
24 Sales Associates. As a result of Mega Furniture's unlawful acts, Plaintiff and Sales
25 Associates are entitled to the statutory remedies provided pursuant to A.R.S. § 23-364.

XI. COUNT FIVE

(Unlawful Retaliation – FLSA – 29 U.S.C. § 215)

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3 96. Plaintiff incorporates by reference all of the above allegations as though
4 fully set forth herein.

5 97. Plaintiff brings this Count on his own behalf only.

6 98. On or around August 5, 2016, Plaintiff Medina engaged in protected activity
7 by participating as a witness in a Department of Labor investigation regarding FLSA
8 violations that had been initiated against Mega Furniture.

9 99. As a direct and proximate result of Plaintiff Medina's complaints about
10 Mega Furniture's unlawful wage practices and his participation in the Department of
11 Labor investigation, Mega Furniture, by and through its agent Malik Kanjiyani, terminated
12 Plaintiff Medina's employment on August 14, 2016.

13 100. Mega Furniture's actions constitute materially adverse employment action in
14 violation of 29 U.S.C. § 215(a)(3).

15 101. It is unlawful for Mega Furniture to retaliate against Plaintiff because he has
16 made any complaint, whether in writing or orally, that Mega Furniture violated or was
17 violating any provision of the FLSA or for participating in the Department of Labor
18 investigation. 29 U.S.C. § 215(a)(3).

19 102. There is a causal connection between Plaintiff engaging in the
20 aforementioned protected activity and his termination in that but for the Plaintiff engaging
21 in the protected activity, Mega Furniture would not have terminated Plaintiff's
22 employment.

23 103. Plaintiff's protected activity was a motivating factor in the decision by Mega
24 Furniture to discipline Plaintiff and terminate him. Mega Furniture indicated that Plaintiff
25 was terminated for allegedly improper treatment of another employee, but those
26 allegations are pretextual and the reason Plaintiff was terminated was for retaliation for his
27 participation in the Department of Labor investigation.

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1 104. Plaintiff has been damaged as a direct and proximate cause of Mega
2 Furniture and the action and conduct of Mega Furniture.

3 105. Mega Furniture's conduct in taking adverse action against Plaintiff's
4 employment was done with ill will, spite, malice, for the purpose of injuring Plaintiff and
5 with a complete indifference of Plaintiff's rights.

6 106. Mega Furniture's conduct in taking adverse action toward Plaintiff's
7 employment harmed Plaintiff and was malicious, oppressive or in reckless disregard of his
8 rights. Mega Furniture therefore should be required to respond to Plaintiff in the form of a
9 punitive or exemplary damage award under federal law.

10 **XII. REQUESTED RELIEF**

11 WHEREFORE, the Plaintiff, individually and on behalf of all others similarly
12 situated, prays:

13 A. For the Court to order Mega Furniture to file with this Court and furnish to
14 Plaintiffs' counsel a list of the names and addresses of all current and former Sales
15 Associates for the past three years;

16 B. For the Court to authorize Plaintiff's counsel to issue notice at the earliest
17 possible time to all current and former Sales Associates for the past three years
18 immediately preceding this action, informing them that this action has been filed and the
19 nature of the action, and of their right to opt-into this lawsuit if they worked hours in
20 excess of forty (40) hours in a week during the Liability Period, but were not paid
21 overtime as required by the FLSA;

22 C. For the Court to declare and find that Mega Furniture committed one or
23 more of the following acts:

24 i. violated provisions of the FLSA, 29 U.S.C. § 206-207, by failing to
25 pay overtime and minimum wages to Plaintiff and persons similarly situated who opt-into
26 this action;

1 ii. willfully violated overtime and minimum wage provisions of the
2 FLSA, 29 U.S.C. § 206-207;

3 iii. willfully violated the Arizona Wage Statute by failing to timely pay
4 all wages due to Plaintiff and those similarly situated, as well as willfully failing to pay
5 them the state minimum wage pursuant to A.R.S. §§ 23-350 et seq. and 23-363 et seq.;

6 D. For the Court to award compensatory damages, including liquidated
7 damages pursuant to 29 U.S.C. § 216(b) and/or treble damages pursuant to A.R.S. § 23-
8 355, to be determined at trial;

9 E. For the Court to award interest on all overtime and minimum wage
10 compensation due accruing from the date such amounts were due;

11 F. For the Court to award such other monetary, injunctive, equitable, and
12 declaratory relief as the Court deems just and proper;

13 G. For the Court to award restitution;

14 H. For the Court to declare and find that the Defendants violated the non-
15 retaliation provisions of the FLSA, 29 U.S.C. § 215(a)(3);

16 I. For the Court to award compensatory and punitive damages, including lost
17 wages and liquidated damages equal to the lost wages and front pay, to be determined at
18 trial;

19 J. For the Court to award Plaintiff's reasonable attorneys' fees and costs
20 pursuant to 29 U.S.C. § 216(b) and A.R.S. § 23-365(G);

21 K. For the Court to award pre- and post-judgment interest;

22 L. For the Court to award Plaintiff's resulting consequential damages, in an
23 amount to be proven at trial; and

24 M. For such other relief as the Court deems just and proper.

25 **X. DEMAND FOR JURY TRIAL**

26 107. Plaintiff, on behalf of himself and all others similarly situated, hereby
27 demands trial of his claims by jury to the extent authorized by law.

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DATED: November 21, 2016

BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.

/s/ Ty D. Frankel
Ty D. Frankel
2325 E. Camelback Road, Suite 300
Phoenix, Arizona 85016
Telephone: 602-274-1100
Facsimile: 602-798-5860

BONNETT, FAIRBOURN, FRIEDMAN &
BALINT, P.C.
Patricia N. Syverson
600 W. Broadway, Suite 900
San Diego, California 92101

Attorneys for Plaintiff

Exhibit A

1 *Law Offices of*
2 **BONNETT, FAIRBOURN,**
3 **FRIEDMAN & BALINT, P.C.**
4 2325 E. Camelback Road, Suite 300
5 Phoenix, Arizona 85016
6 Telephone: (602) 274-1100
7 Ty D. Frankel (AZ Bar No. 027179)
8 tfrankel@bffb.com

6 *Law Offices of*
7 **BONNETT, FAIRBOURN,**
8 **FRIEDMAN & BALINT, P.C.**
9 600 W. Broadway, Suite 900
10 San Diego, California 92101
11 Telephone: (619) 756-7748
12 Patricia N. Syverson (AZ Bar No. 020191)
13 psyverson@bffb.com

12 **IN THE UNITED STATES DISTRICT COURT**
13 **DISTRICT OF ARIZONA**

15 Louie Medina, on behalf of himself and all
16 those similarly situated,

17 Plaintiff,

18 v.

19 Gilbert Mega Furniture, LLC, Ahwatukee
20 Mega Furniture, LLC, Mega Furniture &
21 Accessories, LLC, Mega Furniture
22 Avondale, LLC, Mega Furniture Bell,
23 LLC, Mega Furniture Scottsdale, LLC,
24 Phoenix Mega Furniture, LLC, Karim
25 Kanjiyani and Jane Doe Kanjiyani,
26 husband and wife, Saleem Kanjiyani and
27 Jane Doe Kanjiyani, husband and wife,
28 Yasmin Daredia and John Doe Daredia,
husband and wife, and Yasmin Darcelia
and John Doe Darcelia, husband and wife,

Defendants.

Case No. _____

**CONSENT TO BECOME A PARTY
PLAINTIFF AND OPT-INTO
LAWSUIT**

1 I, Louie Medina, pursuant to 29 U.S.C. §§ 216(b) and 256, file this consent to be a
2 party plaintiff and opt-into this lawsuit. I was an employee who worked as a Sales
3 Associate for Defendants within the prior three years. During my employment with
4 Defendants, I worked more than forty hours in a week without receiving proper overtime
5 compensation and I frequently earned less than the minimum wage.

6 I hereby consent to be a party plaintiff in this lawsuit and specifically authorize
7 counsel of record to file suit on my behalf and on behalf of all those similarly situated. I
8 consent to opt-into this lawsuit and authorize counsel of record to pursue this lawsuit on
9 my behalf, along with all those similarly situated employees of Defendants who I agree to
10 represent.

11 DATED: 11/18/16

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13 _____
14 Louie Medina
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Exhibit B

Employee	SSN	Status (Fed/State)	Allowances/Extra		
LOUIE MEDINA, REDACTED	REDACTED	Single/Single	Fed: 3/0/AZ-1/0 Pay Date: 10/01/2015		
Pay Period: 09/16/2015 - 09/30/2015					
Earnings and Hours		Qty	Rate	Current	YTD Amount
Sales Commission		1.00	424.18	424.18	4,084.17
Salary				0.00	14,515.00
		1.00		424.18	18,599.17
Deductions From Gross				Current	YTD Amount
AETNA				-89.00	-507.00
AFLAC				-19.18	-249.34
				-68.18	-766.34
Taxes				Current	YTD Amount
Medicare Employee Addl Tax				0.00	
Federal Withholding				0.00	-1,380.00
Social Security Employee				-22.70	-1,106.26
Medicare Employee				-5.31	-258.72
AZ - Withholding				-15.37	-749.44
				-43.38	-3,694.42
Net Pay				322.82	14,338.41

Gilbert Mega Furniture, LLC, 4095 S. Gilbert Rd #101, AZ 85296

Powered by Intuit Payroll

PHOENIX MEGA FURNITURE LLC

4336

Employee	SSN	Status (Fed/State)	Allowances/Extra		
LOUIE MEDINA, REDACTED	REDACTED	Single/Single	Fed: 3/0/AZ-3/0 Pay Date: 09/02/2015		
Pay Period: 08/16/2015 - 08/31/2015					
Earnings and Hours		Qty	Rate	Current	YTD Amount
Sales Commission		1.00	829.40	829.40	4,048.69
Deductions From Gross				Current	YTD Amount
AFLAC				-19.18	-95.90
AETNA				-50.00	-217.00
				-69.18	-312.90
Taxes				Current	YTD Amount
Medicare Employee Addl Tax				0.00	
Federal Withholding				0.00	-94.00
Social Security Employee				-34.73	-231.61
Medicare Employee				-8.13	-54.17
AZ - Withholding				-20.17	-134.50
				-63.03	-614.28
Net Pay				497.19	3,221.41

Phoenix Mega Furniture LLC, 7012 E. Hampton Ave, AZ 85209

Powered by Intuit Payroll

PHOENIX MEGA FURNITURE LLC

4310

Employee	SSN	Status (Fed/State)	Allowances/Extra		
LOUIE MEDINA, REDACTED	REDACTED	Single/Single	Fed: 3/0/AZ-3/0 Pay Date: 08/03/2015		
Pay Period: 07/16/2015 - 07/31/2015					
Earnings and Hours		Qty	Rate	Current	YTD Amount
Sales Commission		1.00	518.38	518.38	2,518.38
Deductions From Gross				Current	YTD Amount
AFLAC				-18.18	-67.54
AETNA				-39.00	-117.00
				-58.18	-174.54
Taxes				Current	YTD Amount
Medicare Employee Addl Tax				0.00	
Federal Withholding				0.00	-70.00
Social Security Employee				-28.53	-145.32
Medicare Employee				-6.98	-33.99
AZ - Withholding				-18.57	-84.39
				-51.78	-333.70
Net Pay				408.42	2,010.14

Phoenix Mega Furniture LLC, 7012 E. Hampton Ave, AZ 85209

Powered by Intuit Payroll

Exhibit C

Employee: LOUIE MEDINA, **REDACTED**

Earnings and Hours	Qty	Rate	Current	YTD Amount
Sales Commission	1.00	543.03	543.03	543.03
Taxes				
			Current	YTD Amount
Federal Withholding			0.00	
Social Security Employee			-33.87	-33.87
Medicare Employee			-7.87	-7.87
AZ - Withholding			-22.81	-22.81
			-84.35	-84.35
Adjustments to Net Pay				
AETNA			-9.50	-9.50
Net Pay			489.18	469.18

SSN: **REDACTED** Status (Fed/State): Single/Single
 Pay Period: 01/01/2014 - 01/15/2014

Allowances/Extra: Fed-3/0/AZ-1/0
 Pay Date: 01/16/2014

Gilbert Mega Furniture LLC, 4095 S. Gilbert Rd #101, AZ 85296

GILBERT MEGA FURNITURE LLC

Powered by Intuit Payroll

3471

Employee: LOUIE MEDINA, **REDACTED**

Earnings and Hours	Qty	Rate	Current	YTD Amount
Sales Commission	1.00	766.98	766.98	23,975.98
Salary	1.00		0.00	850.00
			766.98	24,825.98
Deductions From Gross				
			Current	YTD Amount
AETNA			-39.00	-523.00
AFLAC			-18.18	-230.18
			-58.18	-753.18
Taxes				
			Current	YTD Amount
Medicare Employee Addl Tax			0.00	
Federal Withholding			-12.00	-1,295.00
Social Security Employee			-43.96	-1,496.64
Medicare Employee			-10.28	-350.02
AZ - Withholding			-29.77	-1,013.68
			-98.00	-4,155.54
Net Pay			612.78	19,017.28

SSN: **REDACTED** Status (Fed/State): Single/Single
 Pay Period: 12/16/2014 - 12/31/2014

Allowances/Extra: Fed-3/0/AZ-1/0
 Pay Date: 12/31/2014

Gilbert Mega Furniture, LLC, 4095 S. Gilbert Rd #101, AZ 85296

GILBERT MEGA FURNITURE LLC

Powered by Intuit Payroll

3807

Employee: LOUIE MEDINA, **REDACTED**

Earnings and Hours	Qty	Rate	Current	YTD Amount
Sales Commission	1.00	336.12	336.12	8,423.31
Salary	1.00		0.00	14,815.00
			336.12	20,938.31
Deductions From Gross				
			Current	YTD Amount
AETNA			-39.00	-824.00
AFLAC			-19.18	-308.88
			-58.18	-930.88
Taxes				
			Current	YTD Amount
Medicare Employee Addl Tax			0.00	
Federal Withholding			0.00	-1,472.00
Social Security Employee			-17.23	-1,240.46
Medicare Employee			-4.03	-290.11
AZ - Withholding			-11.67	-840.85
			-32.93	-3,842.02
Net Pay			245.01	16,164.51

SSN: **REDACTED** Status (Fed/State): Single/Single
 Pay Period: 11/01/2015 - 11/15/2015

Allowances/Extra: Fed-3/0/AZ-1/0
 Pay Date: 11/17/2015

Gilbert Mega Furniture, LLC, 4095 S. Gilbert Rd #101, AZ 85296

Powered by Intuit Payroll

Exhibit D



From
Mega Furniture
Corporate Office

To
All Mega Furniture Sales Associates!

Mega Furniture is proud to offer Guarantee pay to current Sales Associates starting March 1, 2016. Guarantee Pay amount will be \$2200/Month or commission either or. Guarantee pay will be accounted based on following criteria.

- All Sales Associates are mandatory required to use time clock on regular basis
- Must not have any disciplinary write up to be eligible for Guarantee pay
- 5 Full Days of work must required Mon - Sat (10 AM – 8 PM) & Sunday (10 AM – 6 PM) with break
- Compulsory attendance required on all Sales trainings, Saturday meetings
- Black out days, holidays, special event days are mandatory to work, no exceptions
- Store Manager will assign areas to perform specific tasks – cleanliness, straightening pillows, check price tags are right & etc.
- For any reason, failure to work less days, or hours worked than stated, will disqualify for Guarantee pay
- Working extra days or hours won't earn more than stated Guarantee Amount.
- Mega Furniture may make changes to plan and will be notified on timely basis.
- Subject to other pay deductions as stated on tax forms (A4 & W4), Aetna, And Aflac plans remains the same.

Existing sales commission structure will remain the same without any changes. General rules and regulations apply stated in Employee Handbook. Upon signing, I (Louie Medina) do hereby understand how guarantee pay works, and will comply the rules and conditions as stated above and in Employee Handbook.

Sales Person: Louie Medina

Print Sales Person Name:

Louie Medina

Signature:

[Handwritten Signature]

Date:

3/26/16

Store Manager: Carolyn Rice

Print Manager Name: _____

Signature: _____

Date: _____

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff
(s): **Louie Medina**

Defendant
(s): **Gilbert Mega Furniture, LLC ;
Ahwatukee Mega Furniture, LLC ;
Mega Furniture & Accessories,
LLC ; Mega Furniture Avondale,
LLC ; Mega Furniture Bell, LLC ;
Mega Furniture Scottsdale, LLC ;
Phoenix Mega Furniture, LLC ;
Karim Kanjiyani ; Jane Doe
Kanjiyani ; Saleem Kanjiyani ;
Jane Doe Kanjiyani ; Yasmin
Daredia ; John Doe Daredia ;
Yasmin Darcelia ; John Doe
Darcelia**

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Ty D Frankel
Bonnett, Fairbourn, Friedman & Balint, P.C.
2325 E. Camelback Road, Ste. 300
Phoenix, Arizona 85016
602-274-1100**

**Patricia N Syverson
Bonnett, Fairbourn, Friedman & Balint, P.C.
600 W. Broadway, Suite 900
San Diego, Arizona 92101
619-756-7748**

II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal
Parties (Diversity Cases Only)

Plaintiff:- N/A
Defendant:- N/A

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **710 Fair Labor Standards Act**

VI.Cause of Action: **29 USC §§ 201-219 violation of Fair Labor Standards Act for failure to pay overtime wages and minimum wages; A.R.S. §§ 23-351, 353, 23-355, and 23-363; violation of Arizona Wage Statute for failure to pay wages due and for failure to pay minimum wage; 29 USC § 215 for unlawful retaliation**

VII. Requested in Complaint

Class Action: **Yes**
Dollar Demand:
Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: /s Ty D. Frankel

Date: 11/21/2016

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Mega Furniture, Owners Hit with Unpaid Wage Class Action](#)
