

MSG

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHASHAY MORGAN, WILLIAM  
THOMAS VEASY and AMAL  
IBRAHIM, on behalf of  
themselves and others similarly situated,

Plaintiff,

v.

RCL MANAGEMENT, LLC, d/b/a  
B-SIDE COMPLEX, BAHAA DAWARA,  
and IMAD DAWARA,

Defendant.

CIVIL ACTION NO. **18 800**  
CLASS/COLLECTIVE ACTION  
JURY TRIAL DEMANDED

**CLASS AND COLLECTIVE ACTION COMPLAINT**

Plaintiff Shashay Morgan (“Morgan”), Plaintiff William Thomas Veasy (“Veasy”), and Plaintiff Amal Ibrahim (Plaintiff “Ibrahim”) (collectively, “Plaintiffs”), through their undersigned counsel, individually, and on behalf of all persons similarly situated, file this Class and Collective Action Complaint against Defendant RCL Management, LLC, d/b/a/ B-Side Complex, Bahaa Dawara, and Imad Dawara as joint employers (collectively “Defendants”), seeking all available remedies under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, the Pennsylvania Minimum Wage Act (“PMWA”), 43 P.S. §§ 333.101, *et seq.*, and Pennsylvania common law.

Plaintiffs’ FLSA claim is asserted as a collective action under FLSA Section 16(b), 29 U.S.C. § 216(b), while their PMWA and common law claims are asserted as a class action under Federal Rule of Civil Procedure 23. *See Knepper v. Rite Aid Corp.*, 675 F.3d 249 (3d Cir. 2012) (FLSA collective action claims and Rule 23 class action claims may proceed together in same lawsuit).

**JURISDICTION AND VENUE**

1. Jurisdiction over the FLSA claim is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

2. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiffs' state law claims because the state law claims derive from a common nucleus of operative facts.

3. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 because Plaintiffs' claims occurred within this District, Defendant RCL is incorporated in Pennsylvania, Defendant RCL conducts business in this District, and the individual Defendants reside in Pennsylvania and conduct business in this District.

**PARTIES**

4. Plaintiff Shashay Morgan is an individual residing in Philadelphia, Pennsylvania. Plaintiff Morgan worked for Defendants as a Server/Bartender in Philadelphia, Pennsylvania. Pursuant to 29 U.S.C. § 216(b) Plaintiff Morgan has consented to be a Plaintiff in this action. *See* Ex. A.

5. Plaintiff William Thomas Veasy is an individual residing in Philadelphia, Pennsylvania. Plaintiff Veasy worked for Defendants as a Bartender and Server in Philadelphia, Pennsylvania. Pursuant to 29 U.S.C. § 216(b) Plaintiff Veasy has consented to be a Plaintiff in this action. *See* Ex. B.

6. Plaintiff Imal Abraham is an individual residing in Philadelphia, Pennsylvania. Plaintiff Ibrahim works for Defendants as a Server in Philadelphia, Pennsylvania. Pursuant to 29 U.S.C. § 216(b) Plaintiff Abraham has consented to be a Plaintiff in this action. *See* Ex. C.

7. Defendant RCL Management, LLC is a corporation that maintains its headquarters in Philadelphia, Pennsylvania and is incorporated in Pennsylvania (PA Entity No. 3999067).

8. Defendant RCL Management, LLC (“RCL”) is the owner and management company of several restaurants, nightclubs, and bars in Philadelphia, Pennsylvania.

9. Defendant Bahaa Dawara (“Bahaa”) resides in the state of Pennsylvania. Bahaa is co-owner of RCL and has exerted and continues to exert a substantial amount of control over significant aspects of RCL’s day-to-day operation during all relevant time periods.

10. Defendant Bahaa manages the day-to-day operations of RCL and makes decisions concerning work staffing, personnel matters, pay policies, and compensation.

11. Defendant Imad Dawara (“Imad”) resides in the state of Pennsylvania. Imad is the is co-owner of RCL and has exerted and continues to exert a substantial amount of control over significant aspects of RCL’s day-to-day operation during all relevant time periods.

12. Defendant Imad manages the day-to-day operations of RCL and makes decisions concerning work staffing, personnel matters, pay policies, and compensation.

13. The unlawful acts alleged in this Class Action and Collective Action Complaint were committed by Defendants and/or Defendant’s officers, agents, employees, or representatives, while actively engaged in the management of Defendants’ businesses or affairs and with the authorization of the Defendants.

14. Plaintiffs are employees covered by the FLSA and the PMWA.

15. Defendants are each an employer covered by the FLSA and the PMWA.

16. Defendants employ individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person as required by 29 U.S.C. §§ 206-207.

17. Defendants’ annual gross volume of sales made or business done exceeds \$500,000.

**CLASS DEFINITIONS**

18. Plaintiffs brings Count I and II of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b), as a collective action on behalf of themselves and the following class:

All current and former Bartenders and Servers employed by Defendants who performed work in Pennsylvania during the applicable limitations period (the “FLSA Class”).

19. Plaintiffs brings Counts III, IV, and V of this lawsuit as a class action pursuant to Federal Rule of Civil Procedure 23, on behalf of himself and the following class:

All current and former Bartenders and Servers employed by Defendants who performed work in Pennsylvania during the applicable limitations period (the “Pennsylvania Class”).

20. The FLSA Class and Pennsylvania Class are together referred to as the “Classes.”

21. Plaintiffs reserve the right to redefine the Classes prior to notice or class certification, and thereafter, as necessary.

**FACTS**

22. Plaintiff Morgan was employed from July 2015 through November 2016 as a Server and Bartender in the Defendants’ Philadelphia, Pennsylvania location.

23. Throughout her employment, Defendants failed to pay Plaintiff Morgan an hourly minimum wage for all hours worked.

24. Specifically, throughout her employment, Defendants failed to Plaintiff Morgan any direct cash wages.

25. Plaintiff Morgan was compensated solely through the tips she received at the end of each shift.

26. Throughout her employment, Defendants never notified Plaintiff Morgan or any other employee that it intended to use their tips to satisfy its minimum wage obligations.

27. Plaintiff Morgan was regularly scheduled to work four (4) days a week.

28. Plaintiff Morgan regularly worked more than forty (40) hours a week.

29. Plaintiff Morgan was not provided a dinner break. Accordingly, Plaintiff Morgan routinely worked through her dinner without extra pay and she was unable to take short breaks due the demand of her position. Plaintiff Morgan observed other Class Members routinely work similar schedules. Defendants were aware of and permitted this practice.

30. Throughout her employment, Defendants failed to pay Plaintiff Morgan overtime for work performed more than forty (40) hours per week.

31. Defendants required Plaintiff Morgan to reimburse them from her tips, her sole compensation, if a patron walked out on a check or a check and/or credit card was declined after the customer left the premises. Plaintiff Morgan observed other Class Members being subjected to the same pay deduction/reimbursement policy.

32. Plaintiff Veasy was employed from July 2015 through August 2016 as a Bartender in the Defendants' Philadelphia, Pennsylvania location.

33. Throughout his employment, Defendants failed to pay Plaintiff Veasy an hourly minimum wage for all hours worked.

34. Specifically, throughout his employment, Defendants failed to Plaintiff Veasy any direct cash wages.

35. Plaintiff Veasy was compensated solely through the tips he received at the end of each shift.

36. Throughout his employment, Defendants never notified Plaintiff Veasy or any other employee that it intended to use their tips to satisfy its minimum wage obligations.

37. Plaintiff Veasy was regularly scheduled to work six (6) days a week.



38. Plaintiff Veasy regularly worked more than forty (40) hours a week.

39. Plaintiff Veasy was not provided a dinner break. Accordingly, Plaintiff Veasy routinely worked through his dinner without extra pay and he was unable to take short breaks due the demand of his position. Plaintiff Veasy observed other Class Members routinely work similar schedules. Defendants were aware of and permitted this practice.

40. Throughout his employment, Defendants failed to pay Plaintiff Veasy overtime for work performed more than forty (40) hours per week.

41. Defendants required Plaintiff Veasy to reimburse them from his tips, his sole compensation, if a patron walked out on a check or a check and/or credit card was declined after the customer left the premises. Plaintiff Veasy observed other Class Members being subjected to the same pay deduction/reimbursement policy.

42. Plaintiff Ibrahim was employed from July 2015 through March 2016 as a Server and Bartender in the Defendants' Philadelphia, Pennsylvania location.

43. Throughout her employment, Defendants failed to pay Plaintiff Ibrahim an hourly minimum wage for all hours worked.

44. Specifically, throughout her employment, Defendants failed to Plaintiff Ibrahim any direct cash wages.

45. Plaintiff Ibrahim was compensated solely through the tips she received at the end of each shift.

46. Throughout her employment, Defendants never notified Plaintiff Ibrahim or any other employee that it intended to use their tips to satisfy its minimum wage obligations.

47. Plaintiff Ibrahim was regularly scheduled to work six (6) days a week.

48. Plaintiff Ibrahim regularly worked more than forty (40) hours a week.

49. Plaintiff Ibrahim was not provided a dinner break. Accordingly, Plaintiff Ibrahim routinely worked through her dinner without extra pay and she was unable to take short breaks due the demand of her position. Plaintiff Ibrahim observed other Class Members routinely work similar schedules. Defendants were aware of and permitted this practice.

50. Throughout her employment, Defendants failed to pay Plaintiff Ibrahim overtime for work performed more than forty (40) hours per week.

51. Defendants required Plaintiff Ibrahim to reimburse them from her tips, her sole compensation, if a patron walked out on a check or a check and/or credit card was declined after the customer left the premises. Plaintiff Ibrahim observed other Class Members being subjected to the same pay deduction/reimbursement policy.

52. Based on information and belief, during the time-period relevant to this lawsuit, Defendants have employed over fifty (50) individuals under the Bartender and Server job title.

53. Defendants also failed to make, keep and preserve records with respect to Plaintiffs and the Classes sufficient to determine their wages, hours and other conditions of employment.

54. Defendants failed to notify Plaintiffs and the Classes of the relevant statutory tip credit provisions in violation of 29 U.S.C. § 203(m) and 43 P.S. § 333.103(d).

55. By failing to pay the applicable statutory minimum wage for each our worked to Plaintiffs and other Bartenders/Servers Defendants have acted willfully and with reckless disregard of clearly applicable FLSA and PMWA provisions.

56. By failing to pay the overtime premium to Plaintiffs and other Bartenders and Servers, Defendants have acted willfully and with reckless disregard of clearly applicable FLSA and PMWA provisions.

**COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA**

57. Plaintiffs bring this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Class defined above.

58. Plaintiffs desire to pursue their FLSA claim on behalf of any individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

59. Plaintiffs and the FLSA Class are “similarly situated,” as that term is used in 29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Defendants’ previously described common pay practices and, because of such practices, were not paid the applicable minimum wage rate by failing to pay any direct cash wage and were not paid the legally mandated overtime premium for hours worked over forty (40) during the workweek. Resolution of this action requires inquiry into common facts, including, *inter alia*, Defendants’ common compensation, timekeeping and payroll practices.

60. Specifically, Defendants failed to pay the applicable minimum wage for every hour worked.

61. In fact, Defendants failed to pay the applicable minimum wage for every hour worked by failing to pay any direct cash wage at all to the Classes.

62. Further, Defendants failed to pay overtime at time and a half (1 ½) the employee’s regular rate as required by the FLSA for hours worked in excess of forty (40) per workweek.

63. The similarly situated employees are known to Defendants and are readily identifiable and may be located through Defendants’ records and the records of any payroll companies Defendants utilize.

64. Defendants employ many FLSA Class Members in Pennsylvania. These similarly situated employees may be readily notified of this action through direct U.S. mail and/or other



appropriate means, and allowed to opt into it pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for overtime compensation, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

**CLASS ACTION ALLEGATIONS**

65. Plaintiffs bring this action as a class action pursuant to FED. R. CIV. P. 23 on behalf of themselves and the Pennsylvania Class as defined above.

66. The members of the Pennsylvania Class are so numerous that joinder of all members is impracticable. Upon information and belief, there are more than fifty (50) members of the Pennsylvania Class.

67. Plaintiffs will fairly and adequately represent and protect the interests of the Pennsylvania Class because there is no conflict between the claims of Plaintiffs and those of the Pennsylvania Class, and Plaintiffs' claims are typical of the claims of the Pennsylvania Class. Plaintiffs' counsel is competent and experienced in litigating class actions and other complex litigation matters, including wage and hour cases like this one.

68. There are questions of law and fact common to the proposed Pennsylvania Class, which predominate over any questions affecting only individual Class members, including, without limitation: whether Defendants violated and continues to violate Pennsylvania law through its policy or practice of not paying its Bartenders and Servers applicable minimum wages for all hours worked by not paying any direct cash wage and overtime compensation.

69. Plaintiffs' claims are typical of the claims of the Pennsylvania Class in the following ways, without limitation: (a) Plaintiffs are members of the Pennsylvania Class; (b) Plaintiffs' claims arise out of the same policies, practices and course of conduct that form the basis of the claims of the Pennsylvania Class; (c) Plaintiffs' claims are based on the same legal and

remedial theories as those of the Pennsylvania Class and involve similar factual circumstances; (d) there are no conflicts between the interests of Plaintiffs and the Pennsylvania Class; and (e) the injuries suffered by Plaintiffs are similar to the injuries suffered by the Pennsylvania Class members.

70. Class certification is appropriate under FED. R. CIV. P. 23(b)(3) because questions of law and fact common to the Pennsylvania Class predominate over any questions affecting only individual Class members.

71. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The Pennsylvania Class is readily identifiable from Defendants' own employment records. Prosecution of separate actions by individual members of the Pennsylvania Class would create the risk of inconsistent or varying adjudications with respect to individual Pennsylvania Class members that would establish incompatible standards of conduct for Defendants.

72. A class action is superior to other available methods for adjudication of this controversy because joinder of all members is impractical. Further, the amounts at stake for many of the Pennsylvania Class, while substantial, are not great enough to enable them to maintain separate suits against Defendants.

73. Without a class action, Defendants will retain the benefit of its wrongdoing, which

will result in further damages to Plaintiffs and the Pennsylvania Class. Plaintiffs envision no difficulty in the management of this action as a class action.

**COUNT I**  
**Violation of the FLSA – Minimum Wage**  
**(On Behalf of Plaintiffs and the FLSA Class)**

74. All previous paragraphs are incorporated as though fully set forth herein.

75. The FLSA requires that covered employees be compensated a minimum hourly wage of no less than \$7.25. *See* 29 U.S.C. § 206(a)(1).

76. Defendants are subject to the wage requirements of the FLSA because Defendants are an “employer” under 29 U.S.C. § 203(d).

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

78. During all relevant times, Plaintiffs and the FLSA Class are covered employees entitled to the above-described FLSA protections. *See* 29 U.S.C. § 203(e).

79. Plaintiffs and the FLSA Class are not exempt from the requirements of the FLSA.

80. Defendants did not pay any direct cash wages to Plaintiffs and the FLSA Class and therefore did not and continues to not pay minimum wages in violation of the FLSA.

81. Therefore, Defendants’ compensation scheme applicable to Plaintiffs and the FLSA Class failed to comply with 29 U.S.C. § 206(a)(1).

82. Defendants knowingly failed to pay Plaintiffs and the FLSA Class a minimum wage by failing to pay any direct cash wages in violation of 29 U.S.C. § 206(a)(1).

83. Defendants also failed to make, keep and preserve records with respect to Plaintiffs and the FLSA Class sufficient to determine their wages, hours and other conditions of

employment in violation of the FLSA, 29 U.S.C.A. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

84. In violating the FLSA, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

**COUNT II**  
**Violation of the FLSA - Overtime**  
**(On Behalf of Plaintiffs and the FLSA Class)**

85. All previous paragraphs are incorporated as though fully set forth herein.

86. The FLSA requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1 ½) times the regular rate at which he is employed. *See* 29 U.S.C. § 207(a)(1).

87. Defendants are subject to the wage requirements of the FLSA because Defendants are an “employer” under 29 U.S.C. § 203(d).

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

89. During all relevant times, Plaintiffs and the FLSA Class are covered employees entitled to the above-described FLSA protections. *See* 29 U.S.C. § 203(e).

90. Plaintiffs and the FLSA Class are not exempt from the requirements of the FLSA. Plaintiffs and the FLSA Class are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek pursuant to 29 U.S.C. § 207(a)(1).

91. Defendants’ compensation scheme applicable to Plaintiffs and the FLSA Class failed to comply with 29 U.S.C. § 207(a)(1).

92. Defendants knowingly failed to compensate Plaintiffs and the FLSA Class at a rate

of one and one-half (1 ½) times their regular hourly wage for hours worked in excess of forty (40) hours per week, in violation of 29 U.S.C. § 207(a)(1).

93. Defendants also failed to make, keep and preserve records with respect to Plaintiffs and the FLSA Class sufficient to determine their wages, hours and other conditions of employment in violation of the FLSA, 29 U.S.C.A. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

94. In violating the FLSA, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

**COUNT III**  
**Violation of the Pennsylvania Minimum Wage Act – Minimum Wage**  
**(On Behalf of Plaintiffs and the Pennsylvania Class)**

95. All previous paragraphs are incorporated as though fully set forth herein.

96. The Pennsylvania Minimum Wage Act of 1968 (“PMWA”) requires that covered employees be compensated for all hours worked. *See* 43 P.S. § 333.104(a) and 34 PA. CODE § 231.21(b).

97. The PMWA, 43 P.S. § 333.104(a) entitles employees to a minimum hourly wage of \$7.25.

98. Plaintiffs and the Pennsylvania Class are not exempt from the PMWA.

99. During all relevant times, Plaintiffs and the Pennsylvania Class were covered employees entitled to the above-described PMWA’s protections. *See* 43 P.S. § 333.103(h).

100. Defendants’ compensation scheme that is applicable to Plaintiffs and the Pennsylvania Class failed to comply with 43 P.S. §§ 333.104(a).

101. Defendants failed to pay their employees any direct cash wages at all.

102. Defendants failed to compensate Plaintiffs and the Pennsylvania Class for all hours



worked. *See* 34 PA. CODE § 231.41(b).

103. Defendants also failed to make, keep and preserve records with respect to Plaintiffs and the Pennsylvania Class sufficient to determine their wages, hours and other conditions of employment in violation of the PMWA, 43 P.S. § 333.108 and 34 Pa. Code § 231.34.

104. Pursuant 43 P.S. § 333.113, employers, such as the Defendants, who fail to pay an employee wages in conformance with the PMWA shall be liable to the employee for the wages or expenses that were not paid, court costs and attorneys' fees incurred in recovering the unpaid wages.

**COUNT IV**  
**Violation of the Pennsylvania Minimum Wage Act - Overtime**  
**(On Behalf of Plaintiffs and the Pennsylvania Class)**

105. All previous paragraphs are incorporated as though fully set forth herein.

106. The Pennsylvania Minimum Wage Act of 1968 ("PMWA") requires that covered employees be compensated for all hours worked. *See* 43 P.S. § 333.104(c) and 34 PA. CODE § 231.21(b).

107. The PMWA also requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1 ½) times the regular hourly rate at which he is employed. *See* 43 P.S. § 333.104(c).

108. Defendants are subject to the overtime requirements of the PMWA because Defendants are an employer under 43 P.S. § 333.103(g).

109. Plaintiffs and the Pennsylvania Class are not exempt from the PMWA.

110. During all relevant times, Plaintiffs and the Pennsylvania Class were covered employees entitled to the above-described PMWA's protections. *See* 43 P.S. § 333.103(h).

111. Defendants' compensation scheme that is applicable to Plaintiffs and the

Pennsylvania Class failed to comply with 43 P.S. §§ 333.104(c).

112. Defendants failed to compensate Plaintiffs and the Pennsylvania Class for all hours worked. *See* 34 PA. CODE § 231.41(b).

113. Defendants failed to compensate Plaintiffs and the Pennsylvania Class at a rate of one and one-half (1 ½) times their regular hourly wage for hours worked in excess of forty (40) hours per week, in violation of 43 P.S. § 333.104(c) and 34 PA. CODE § 231.41.

114. Pursuant 43 P.S. § 333.113, employers, such as the Defendants, who fail to pay an employee wages in conformance with the PMWA shall be liable to the employee for the wages or expenses that were not paid, court costs and attorneys' fees incurred in recovering the unpaid wages.

**COUNT V**  
**Unjust Enrichment**  
**(On Behalf of Plaintiffs and the Pennsylvania Class)**

115. All previous paragraphs are incorporated as though fully set forth herein.

116. Defendants have received and benefited from the uncompensated labors of the Plaintiffs and the Pennsylvania Class, such that to retain said benefit without compensation would be inequitable and rise to the level of unjust enrichment.

117. At all relevant times hereto, Defendants devised and implemented a plan to increase its earnings and profits by fostering a scheme of securing work from Plaintiffs and the Pennsylvania Class without properly paying the direct cash wage compensation for all hours worked including overtime compensation.

118. Contrary to all good faith and fair dealing, Defendants induced Plaintiffs and the Pennsylvania Class to perform work while failing to properly compensate for all hours worked as required by law including overtime compensation.

119. By reason of having secured the work and efforts of the Plaintiffs and the Pennsylvania Class without proper compensation as required by law, Defendants enjoyed reduced overhead with respect to its labor costs and therefore realized additional earnings and profits to its own benefit and to the detriment of the Plaintiffs and the Pennsylvania Class. Defendants retained and continues to retain such benefits contrary to the fundamental principles of justice, equity and good conscience.

120. Accordingly, Plaintiffs and the Pennsylvania Class are entitled to judgment in an amount equal to the benefits unjustly retained by the Defendants.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs seek the following relief on behalf of themselves and all others similarly situated:

- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Class members;
- c. An order permitting this litigation to proceed as a class action pursuant to FED. R. CIV. P. 23 on behalf of the Pennsylvania Class;
- d. Back pay damages (including unpaid overtime compensation, unpaid spread of hours payments and unpaid wages) and prejudgment interest to the fullest extent permitted under the law;
- e. Liquidated damages to the fullest extent permitted under the law;
- f. Litigation costs, expenses and attorneys' fees to the fullest extent permitted under the law; and
- g. Such other and further relief as this Court deems just and proper.

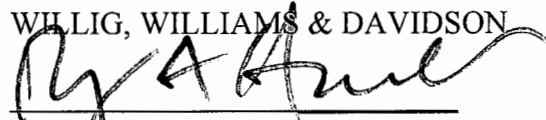
**JURY DEMAND**

Plaintiffs demand a trial by jury for all issues of fact.

Dated: February 23, 2018

Respectfully submitted,

WILLIG, WILLIAMS & DAVIDSON



Ryan Allen Hancock (PA 92590)

Bruce Ludwig (PA 23251)

Willig, Williams & Davidson

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Philadelphia, PA 19103

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rhancock@wwdlaw.com

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*Attorneys for Plaintiffs  
and the Proposed Classes*

# EXHIBIT A



**CONSENT TO JOIN COLLECTIVE ACTION**  
***Morgan, et al. v. RCL MANAGEMENT, LLC et al.***  
 United States District Court, Eastern District of Pennsylvania

**Complete And Mail, Email or Fax To:**  
 RCL MANAGEMENT, LLC MINIMUM WAGE AND OVERTIME LITIGATION  
 RYAN ALLEN HANCOCK, ESQ.  
 WILLIG, WILLIAMS & DAVIDSON  
 PHILADELPHIA PA 19103  
 FAX: (215) 733-0876  
 EMAIL: rhancock@wwllaw.com

Name: <u>Stanley Morgan</u>	Phone No: <u>267-300-0802</u>
Address: <u>5835 W Thompson St Phila PA 19131</u>	Email: <u>stanmoran@yahoo.com</u>

Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)

- I consent and agree to pursue my claims arising out of alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* in connection with the above-referenced lawsuit.
- I worked as a Scrub Technician for RCL Management, LLC, Jiva B Side Complex, Bahaa Dawara, and Imad Dawara ("Defendants") from on or about (date(s)) 7/15 to on or about (date(s)) 1/16. In at least one of those workweeks, I worked more than forty (40) hours and was not paid an hourly minimum wage or overtime for my work.
- I understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* I hereby agree and opt-in to become a Plaintiff herein and be bound by any judgment of the Court or any settlement of this action.
- I specifically authorize the attorneys Willig, Williams & Davidson as my agents to prosecute this lawsuit on my behalf and to negotiate a settlement of any and all claims I have against the Defendant in this case.

<u>2/20/2018</u> (Date Signed)	<u>[Signature]</u> (Signature)
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**\*\*IMPORTANT NOTE\*\***

Statute of Limitations concerns mandate that you return this form as soon as possible to preserve your rights.

# EXHIBIT B



**CONSENT TO JOIN COLLECTIVE ACTION**  
***Morgan, et al. v. RCL MANAGEMENT, LLC et al.***  
United States District Court, Eastern District of Pennsylvania

**Complete And Mail, Email or Fax To:**  
RCL MANAGEMENT, LLC MINIMUM WAGE AND OVERTIME LITIGATION  
RYANALLEN HANCOCK, ESQ.  
WILLIG, WILLIAMS & DAVIDSON  
PHILADELPHIA PA 19103  
FAX: (215) 733-0876  
EMAIL: rhancock@wwdlaw.com

Name: <u>William Veasy</u> (Please Print)	Phone No.: 484-505-6734
Address: 620 E Thayer Street Philadelphia, PA 19134	Email: William.veasy@gmail.com

**Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)**

1. I consent and agree to pursue my claims arising out of alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* in connection with the above-referenced lawsuit.
2. I worked as a Bartender and Server for RCL Management, LLC, d/b/a B-Side Complex, Bahaa Dawara, and Imad Dawara ("Defendants") from on or about (**dates(s)**) July 2015 to on or about (**dates(s)**) August 2016. In at least one of those workweeks, I worked more than forty (40) hours and was not paid an hourly minimum wage or overtime for my work.
3. I understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* I hereby agree and opt-in to become a Plaintiff herein and be bound by any judgment of the Court or any settlement of this action.
4. I specifically authorize the attorneys Willig, Williams & Davidson as my agents to prosecute this lawsuit on my behalf and to negotiate a settlement of any and all claims I have against the Defendant in this case.

<u>2-22-18</u> (Date Signed)	<u>William V.</u> (Signature)
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**\*\*IMPORTANT NOTE\*\***

Statute of Limitations concerns mandate that you return this form as soon as possible to preserve your rights.

# EXHIBIT C

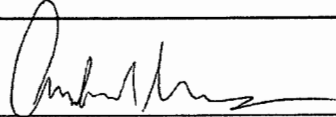
**CONSENT TO JOIN COLLECTIVE ACTION**  
***Morgan, et al. v. RCL MANAGEMENT, LLC et al.***  
United States District Court, Eastern District of Pennsylvania

**Complete And Mail, Email or Fax To:**  
RCL MANAGEMENT, LLC MINIMUM WAGE AND OVERTIME LITIGATION  
RYANALLEN HANCOCK, ESQ.  
WILLIG, WILLIAMS & DAVIDSON  
PHILADELPHIA PA 19103  
FAX: (215) 733-0876  
EMAIL: rhancock@wwdlaw.com

Name: <u>AMAL IBRAHIM</u> (Please Print)	Phone No.: <u>2672074786</u>
Address: <u>1003 S 13th street Philadelphia PA</u>	Email: <u>Amalibrahim20@gmail.com</u>

**Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)**

1. I consent and agree to pursue my claims arising out of alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* in connection with the above-referenced lawsuit.
2. I worked as a Bartender for RCL Management, LLC, d/b/a B-Side Complex, Bahaa Dawara, and Imad Dawara ("Defendants") from on or about (dates(s)) 8/20/2015 to on or about (dates(s)) 03/1/2016. In at least one of those workweeks, I worked more than forty (40) hours and was not paid an hourly minimum wage or overtime for my work.
3. I understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* I hereby agree and opt-in to become a Plaintiff herein and be bound by any judgment of the Court or any settlement of this action.
4. I specifically authorize the attorneys Willig, Williams & Davidson as my agents to prosecute this lawsuit on my behalf and to negotiate a settlement of any and all claims I have against the Defendant in this case.

<u>2/22/2018</u> (Date Signed)	 (Signature)
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**\*\*IMPORTANT NOTE\*\***

Statute of Limitations concerns mandate that you return this form as soon as possible to preserve your rights.



2-18-CV-800

**CIVIL COVER SHEET**

The JS 44 cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS** Shashay Morgan, William Thomas Veasay, and Amal Ibrahim

**(b) County of Residence of First Listed Plaintiff** Philadelphia  
*(EXCEPT IN U.S. PLAINTIFF CASES)*

**(c) Attorneys (Firm Name, Address, and Telephone Number)**  
Ryan Allen Hancock - Willig, Williams & Davidson, 1845 Walnut Street, 24th Floor, Philadelphia, PA 19103. (215) 656-3679

**DEFENDANTS** RCL Management, LLC /d/b/a B-Side Complex, Bahaa Dawara and Imad Dawara

**County of Residence of First Listed Defendant** Philadelphia  
*(IN U.S. PLAINTIFF CASES ONLY)*

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** *(Place an "X" in One Box Only)*

1 U.S. Government Plaintiff

3 Federal Question *(U.S. Government Not a Party)*

2 U.S. Government Defendant

4 Diversity *(Indicate Citizenship of Parties in Item III)*

**III. CITIZENSHIP OF PRINCIPAL PARTIES** *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)* Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 450 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

**V. ORIGIN** *(Place an "X" in One Box Only)*

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION** Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
 FLSA, 29 U.S.C. Section 201 et seq. and state claims  
 Brief description of cause:  
 Failure to minimum wage and overtime for all hours worked (wage theft)

**VII. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_ CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** *(See instructions):* JUDGE \_\_\_\_\_ DOCKET NUMBER **FEB 23 2018**

DATE 02/23/2018 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY: RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

MSG

FOR THE EASTERN DISTRICT OF PENNSYLVANIA DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 5835 W. Thompson St., Philadelphia PA 19131

Address of Defendant: 239 Chestnut Street, Philadelphia PA 19106

Place of Accident, Incident or Transaction: Pennsylvania (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock? (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes [ ] No [X]

Does this case involve multidistrict litigation possibilities? Yes [ ] No [X]

RELATED CASE, IF ANY:

Case Number: Judge Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes [ ] No [X]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes [ ] No [X]
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes [ ] No [X]
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes [ ] No [X]

CIVIL: (Place [X] IN ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1. [ ] Indemnity Contract, Marine Contract, and All Other Contracts
2. [ ] FELA
3. [ ] Jones Act-Personal Injury
4. [ ] Antitrust
5. [ ] Patent
6. [ ] Labor-Management Relations
7. [ ] Civil Rights
8. [ ] Habeas Corpus
9. [ ] Securities Act(s) Cases
10. [ ] Social Security Review Cases

11. [X] All other Federal Question Cases (Please specify) FLSA

B. Diversity Jurisdiction Cases:

- 1. [ ] Insurance Contract and Other Contracts
2. [ ] Airplane Personal Injury
3. [ ] Assault, Defamation
4. [ ] Marine Personal Injury
5. [ ] Motor Vehicle Personal Injury
6. [ ] Other Personal Injury (Please specify)
7. [ ] Products Liability
8. [ ] Products Liability — Asbestos
9. [ ] All other Diversity Cases

(Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

counsel of record do hereby certify:

[X] Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs; [ ] Relief other than monetary damages is sought.

DATE: 2/23/18

[Signature] Attorney-at-Law

92590 Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

FEB 23 2018

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 2/23/18

[Signature] Attorney-at-Law

92590 Attorney I.D.#

**MSG**  
IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Morgan Veasy, and  
Ibrahim  
v.  
NCL management, LLC  
et al.


CIVIL ACTION

NO. **18 800**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (  )

2/23/18      Ryan Allen Hancock Plaintiffs        
 Date      Attorney-at-law      Attorney for  
215-656-3679      215-561-5135      rhancock@wudlaw.com  
 Telephone      FAX Number      E-Mail Address

(Civ. 660) 10/02

**FEB 23 2018**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [B-Side Complex Hit with Lawsuit Over Slew of Alleged Wage and Hour Violations](#)

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