

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

JENNIFER TAYLOR	)	CASE NO.
276 University Street	)	
Berea, Ohio 44017	)	JUDGE
	)	
Plaintiff	)	
	)	<b>COMPLAINT WITH CLASS</b>
vs.	)	<b>ACTION ALLEGATION</b>
	)	
Access Provider Services, LLC	)	<b><u>(JURY DEMAND ENDORSED</u></b>
c/o Leslie Snavelly, Statutory Agent	)	<b><u>HEREON)</u></b>
235 Meadowood Lane	)	
Moreland Hills, Ohio 44022	)	
	)	
And	)	
	)	
Leslie Snavelly	)	
235 Meadowood Lane	)	
Moreland Hills, Ohio 44022	)	
	)	
Defendants	)	

**PARTIES**

1. Plaintiff Jennifer Taylor brings this action against Defendants Access Provider Services, LLC (“Access”) and Leslie Snavelly to recover unpaid minimum wage and unpaid overtime compensation under provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.* (the “FLSA”), and the Ohio Minimum Fair Wage Standards Law, O.R.C. § 4111.01 *et seq.*

2. Defendant Access is an Ohio corporation doing business in the Northern District of Ohio and, at all relevant times, has been an “employer” as defined under the FLSA and the Ohio Minimum Fair Wage Standards Act.

3. Leslie Snavelly is the owner manager and operator of Access Provider Services and acted as Plaintiff’s supervisor and in such capacity approved her time and work records and was at

all relevant times an "employer" as defined under the FLSA and the Ohio Minimum Fair Wage Standards Act.

4. Plaintiff Jennifer Taylor currently resides in Cuyahoga County, Ohio and was at all relevant times an "employee" of Defendants as defined under the FLSA and the Ohio Minimum Fair Wage Standards Act.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as it arises under the laws of the United States, and pursuant to the FLSA, 29 U.S.C. § 216(b).

6. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a).

7. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) and (c) as Defendant Access is an Ohio corporation doing business in Cuyahoga County, Ohio, and the causes of action alleged herein arise from Defendant's activities in Cuyahoga County, Ohio and Defendant Leslie is a resident of Cuyahoga County, Ohio.

### **COUNT ONE**

#### **Violation of the Fair Labor Standards Act**

8. At all times material to this action, Defendant Access was an enterprise engaged in commerce or in the production of goods for commerce as defined by § 203(s)(1)(A(i) and (ii) of the FLSA and the Defendant Leslie Snaveley was also an employer under the law.

9. At all times material to this action, Defendants employed Plaintiff in an hourly, non-exempt position.

10. At all times material to this action, Plaintiff was an “employee” of Defendants as defined by § 203(e)(1) of the FLSA, and worked for Defendants within two years preceding the filing of this lawsuit.

11. Defendants agreed to pay Plaintiff \$11.00 per hour.

12. Defendants paid Plaintiff at a rate less than \$11.00 per hour as she was promised and at times only \$5.07 per hour.

13. Plaintiff consistently worked more than 40 hours per work week during the two-year period preceding this Complaint, for which Defendants failed to pay her overtime.

14. The provisions set forth in §§ 206 and 207 of the FLSA apply to Defendants and Plaintiff.

15. Defendants intentionally, willfully and/or with reckless disregard for the law failed to pay Plaintiff according to the provisions §206 of the FLSA, which requires employers to pay non-exempt employees minimum wages.

16. Defendants intentionally, willfully and/or with reckless disregard for the law failed to pay Plaintiff according to the provisions § 207 of the FLSA, which requires employers to pay non-exempt employees for work in excess of forty (40) hours per work week at a rate not less than one and one-half times the regular rate at which she is employed or the minimum wage.

17. For at least two years, Defendants have been aware of the requirements of the FLSA and its corresponding regulations. Despite this knowledge, Defendants failed to pay Plaintiff the amount of pay §§ 206 and 207 of the FLSA require.

18. As a direct and proximate result of Defendants violations of the FLSA, Plaintiff has suffered damages by failing to receive the compensation to which she is entitled pursuant to §§ 206 and 207 of the FLSA.

19. In addition to the amount of unpaid wages and benefits owing to Plaintiff, she is also entitled to recover an equal amount in addition to those damages as liquidated damages pursuant to 29 U.S.C. § 216(b). She is also entitled to prejudgment interest on her damages.

20. Defendants have not made a good faith effort to comply with the FLSA.

21. Plaintiff is entitled to an award of attorney fees pursuant to 29 U.S.C. § 216(b).

## **COUNT TWO**

### **Violation of the Ohio Minimum Fair Wage Standards Act and the Ohio Constitution**

22. Plaintiff incorporates herein by reference the foregoing allegations of her Complaint.

23. Plaintiff brings this claim to recover unpaid minimum wages and overtime compensation under provisions of the Ohio Minimum Fair Wage Standards Act, O.R.C. § 4111.01 *et seq.* and the Ohio Constitution Article II, Section 34 (A).

24. The acts of which Plaintiff complains are also in violation of the Minimum Fair Wage Standard Law of the State of Ohio, § 4111.01, etc. of the Ohio Revised Code and the Ohio Constitution.

## **COUNT THREE**

### **Breach of Contract**

25. Plaintiff incorporates herein by reference the foregoing allegations of her Complaint.

26. Defendant breached its contract with Plaintiff to pay her \$11.00 per hour.

27. Plaintiff has been damaged as a result of Defendant's breach of contract to pay Plaintiff \$11.00 per hour.

**COUNT FOUR**

**Violation of Ohio Revised Code 4113.15**

28. Plaintiff incorporates herein by reference the foregoing allegations of her Complaint.

29. Ohio Revised Code 4113.15 requires that all wages due and owing be paid by the employer within the time period specified therein.

30. Ohio Revised Code 4113.15(B) makes an employer who fails to make wage payments for 30 days beyond the regularly scheduled pay day or, where no regularly scheduled pay day is applicable, for 60 days beyond the filing of a claim, liable for liquidated damages in an amount equal to 6% of the amount of the wages still unpaid and in contest or disputed, or \$200, whichever is greater.

31. Defendant did not pay Plaintiff for all wages to which she was entitled.

32. Defendant is liable to Plaintiff for all unpaid wages.

33. Defendant is liable for liquidated damages.

34. Plaintiff incorporates herein by reference the foregoing allegations of her Complaint.

**COUNT FIVE**

**CLASS ACTION VIOLATION**

35. Plaintiff seeks to represent all past and present nonexempt employees especially care workers who worked or still work for the Defendants throughout Ohio, who suffered lost wages and/or are owed compensation because of the violation set out in the first and second cause of actions.

36. This class is too numerous that joinder of all members is impractical.

37. There are common questions of law and fact to members of this class, to wit: whether these employees were paid as required by state and federal law with respect to wages for all the work performed.

38. The claims of Plaintiff is typical of the claims of the class.

39. The Plaintiff is capable of fairly and adequately protecting the interest of the class.

40. Prosecuting separate actions by class members would create a risk of inconsistent or varying adjudications with respect to the individual class members and would establish incompatible standards and conduct for the Defendants.

41. Adjudication with respect to the Plaintiff as a practical matter would be dispositive of the interest of other members of the class and would not in any manner substantially impair their ability to protect their interests.

42. In failing to pay the Plaintiff and other members of the alleged class, the Defendants did so on grounds that apply generally to all members of the class, making final injunctive relief and corresponding declaratory relief appropriate with respect to the class as a whole.

43. Plaintiff claims the questions of law and fact are common to themselves and class members which predominate over any question affecting only individual members and that a class action is superior to other available methods for fairly and adequately adjudicating this matter.

**WHEREFORE**, Plaintiff prays for the following relief:

**A. On Count One pursuant to § 216(b) of the FLSA:**

1. Damages in an amount that will compensate her for not being paid the minimum wage for all hours she worked for Defendant, plus an equal amount of liquidated damages pursuant to 29 U.S.C. § 216(b), and prejudgment interest;

2. That Plaintiff be awarded damages in the amount of one and one-half times the agreed upon \$11.00 per hour rate of pay for all hours worked over 40 hours, plus an equal amount of liquidated damages pursuant to 29 U.S.C. § 216(b), and prejudgment interest;

3. That Plaintiff be awarded reasonable attorney fees and the costs and expenses of this action; and

4. For such other legal and equitable relief including, but not limited to, any injunctive and/or declaratory relief, to which she may be entitled.

**B. On Count Two pursuant to the Ohio Minimum Fair Wage Standards Act, O.R.C. § 4111.01 *et seq.* and the Ohio Constitution:**

1. Damages in an amount that will compensate her for not being paid the minimum wage for all hours she worked for Defendant, plus an equal amount of liquidated damages pursuant to 29 U.S.C. § 216(b), and prejudgment interest;

2. That Plaintiff be awarded damages in the amount of one and one-half times the agreed upon \$11.00 per hour rate of pay for all hours worked over 40 hours, plus an equal amount of liquidated damages, and prejudgment interest;

3. That Plaintiff be awarded reasonable attorney fees and the costs and expenses of this action be paid by Defendant; and

4. For such other legal and equitable relief including, but not limited to, any injunctive and/or declaratory relief, to which she may be entitled.

**C. On Count Three and Count Four pursuant to O.R.C. § 4113.15 and Breach of Contract:**

1. Damages in the amount of unpaid compensation and benefits, plus for every pay period for which she did not receive full payment, 6% per annum of such amount or \$200, whichever is greater, as and for liquidated damages, and prejudgment interest;

2. That Plaintiff's reasonable attorney fees and the costs and expenses of this action be paid by Defendant; and

3. For such other legal and equitable relief including, but not limited to, any injunctive and/or declaratory relief, to which she may be entitled.

**D. On Count Five Class Action Violation**

1. Declare the policies and practices of Defendants, as described herein to be unlawful and in violation of federal and state law.

2. Certify the class, Plaintiff seeks to represent and order such affirmative and equitable relief to insure the class members are paid appropriate compensation and damages.

3. Grant Plaintiff and members of the class a permanent injunction, prohibiting Defendants from engaging in any policy or practice which fails to pay the Plaintiff minimum wage and overtime as well as full payment for all hours worked.
4. Order Defendants to make the Plaintiff and members of the class whole by appropriate back pay (if applicable), and benefits, in amounts to be determined at trial as well as liquidated damages, and attorney fees under Counts I and II of this Complaint.
5. Award Plaintiff and members of the class pre-and post judgement interest on all sums owed.
6. Award Plaintiff and members of the class the costs of this action, including costs, and reasonable attorney's fees under counts I and II of this Complaint.
7. For such other legal and equitable relief including, but not limited to, any injunctive and/or declaratory relief, to which she may be entitled.
8. Any and all such other relief to which Plaintiff might be entitled under each Count of the Complaint including the costs of this action.

Respectfully submitted,

/s/ Alan I. Goodman

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*Attorneys for Plaintiff*



**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all causes of action.

*/s/ Alan I. Goodman*

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Alan I. Goodman (0012660)

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Access Provider Services Facing Class Action Over Potential Wage Violations](#)

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