

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

EVELYN K. BAKER, COLETTE
A. DUNBAR, GERALDINE
PADGETT, MARIO L. SMITH,
WILLETTE DUNBAR, ALLEN
DUNBAR, GRACE LORICK,
PAUL MENEFEE,

Plaintiffs,

vs.

ARAMARK CORPORATION dba
ARAMARK CAMPUS LLC and ARAMARK
CAMPUS LLC

Defendants.

Civil Action No.

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS

EVELYN K. BAKER, COLETTE A. DUNBAR,
 GERALDINE PADGETT, MARIO L. SMITH,
 WILLETTE DUNBAR, ALLEN DUNBAR,
 GRACE LORICK, PAUL MENEFEFEE,

CIVIL ACTION COVERSHEET

Plaintiff(s)

vs.

2014-CP - 02-

0279

COPY
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JUN 03 2014 12:50

ARAMARK CORPORATION, dba Aramark Campus, LLC
 and ARAMARK CAMPUS, LLC,

Defendant(s)

Submitted By: GLENN WALTERS, ESQUIRE

SC Bar #: 13198

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Telephone #: 803-531-8844

AIKEN COUNTY

ORANGEBURG, SC 29116

Fax #:

803-531-3628

CLERK OF COURT

Other:

E-mail:

glennwaltersp@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input checked="" type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20____-CP-_____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture—Consent Order (850)
<input type="checkbox"/> Other (899) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) | <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature:



Date:

5/23/14

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.


**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

**AIKEN COUNTY
CLERK OF COURT**

[Only the signature is contained on this page]

At Orangeburg, SC

Dated: May 28, 2014


GLENN WALTERS, Esquire
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Fax: 803 531-3628
SC Bar No.: 13198
Attorney for Plaintiff

1. This action is brought individually and collectively as an action for unpaid overtime

compensation, for liquidated damages, and for other relief under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et. seq. (“FLSA”). The collective action provision under the FLSA provides for opt-in representative or class participation.

PARTIES, JURISDICTION AND VENUE

2. Plaintiffs Baker, C. Dunbar, W. Dunbar, A. Dunbar are citizens and residents of the County of Aiken, State of South Carolina, now and at all times relevant to this lawsuit.
3. Plaintiffs Padgett, Smith and Lorick are citizens and residents of the County of Edgefield, State of South Carolina, now and at all times relevant to this lawsuit.
4. Plaintiff Menefee is a citizen and resident of the County of Columbia, State of Georgia.
5. Defendant Aramark Corporation, known simply as “Aramark” is a publicly traded, Delaware Corporation, registered to business within the State of South Carolina as a foreign corporation. At all times relevant to this lawsuit, Defendant Aramark was doing business as Aramark Campus, LLC, a Delaware limited liability company registered to do business throughout the State of South Carolina.
6. Defendant Aramark Campus, LLC is solely owned and operated by Defendant Aramark, and Defendant Aramark managerially controls all aspects of Defendant Aramark Campus, LLC. Defendant Aramark Campus, LLC is the alter-ego and agent for Defendant Aramark.
7. At all times to relevant to this lawsuit, Defendant Aramark, during business as Aramark Campus, LLC or under the trade name “Aramark”, was a leading provider

of dining, facilities and conference center management to colleges, universities and preparatory schools throughout the United States of America. At the relevant times, Defendant Aramark served over 600 institutions across North America. ARAMARK provides residential dining and retail operations such as convenience stores, coffee kiosks, late-night eateries and branded restaurants, and all of the operations previously mentioned affected interstate commerce in a substantial manner.

8. The registered agent for both Defendants is as follows: C T CORPORATION SYSTEM, 2 Office Park Court, Columbia, SC 29223.
9. This state court has concurrent jurisdiction over the subject matter of this action pursuant to 29 U.S.C. § 216(b) and venue is proper in this Court because the Defendant's place of business, which was the location where the alleged action occurred, is located in the County of Aiken, State of South Carolina.
10. Defendants Aramark and Defendant Aramark Campus, LLC are jointly referred throughout this Complaint as Defendants or as Defendant Aramark.

GENERAL ALLEGATIONS

11. Plaintiffs repeat and re-allege each and every allegation of paragraphs one through nine as if restated verbatim herein.
12. At all times material hereto, Defendants owned or operated a business enterprise and its managers and supervisors regularly exercised the authority to hire and fire employees, determine the work schedules of employee, set the rate of pay of employees, and control the finances and operations of such business. By virtue of such control and authority, Defendants were an employer of the Plaintiffs as such term is defined by the FLSA, 29 U.S.C. § 201 et. seq. All Plaintiffs worked at USC

Aiken, County of Aiken, State of South Carolina.

13. At all times pertinent to this Complaint, Defendants owned the operation that employed the Plaintiffs, and the said business operation was an enterprise engaged in interstate commerce, as defined by 29 U.S.C. § 203(r) and 203(s) because it, as a minimum, provides services to individuals who transition between states and uses technological instrumentalities of interstate commerce such as the United States Postal Services, email, and the banking system in order to carry out its business functions, and because it transacts over \$500,000.00 in business dealings per calendar year.
14. As a result of the allegations contained above, Defendants are subject to the provisions of the FLSA and all the applicable provisions.
15. All of the acts complained of herein occurred during the two to three years immediately preceding the filing of this action.

FOR A FIRST CAUSE OF ACTION

(Fair Labor Standards Act-Failure to Pay Overtime Wages)
(Individually for all Plaintiffs and as a Collective Action)

16. Plaintiffs repeat and re-allege each and every allegation of paragraphs one through fourteen above as if restated verbatim herein.
17. Plaintiffs and members of the Plaintiffs' class were employees of Defendants for purposes of the Fair Labor Standards Act during times relevant to this Complaint.
18. Plaintiffs and members of the Plaintiffs' class were hourly employees while employed by the Defendants.
19. During the relevant times of this lawsuit, Defendants failed to pay the Plaintiffs and members of the Plaintiffs' class at the rate of one-and-a-half times their normal rate of

pay for all hours worked in excess of forty (40) hours per week as required by section 7(a) of the FLSA, 29 U.S.C. § 207(a).

20. Defendants also failed to pay the Plaintiffs and members of the Plaintiffs' class for all compensable time for which the Plaintiffs provided work for the benefit of Defendants.
21. Plaintiffs and members of the Plaintiffs' class are entitled to back wages at the rate of one-and-a-half times their regular rate of pay for all overtime hours worked in excess of forty (40) hours per week, pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b), all in an amount to be determine during the trial of this matter.
22. Plaintiffs and members of the Plaintiffs' class are also entitled to an award of back pay at their regular hourly rate or their overtime rate, as appropriate compensation for all time spent working for the Defendants. Said compensation was wrongfully excluded by Defendants in calculating the Plaintiffs' and Plaintiffs' member-class compensable time.
23. The failure of Defendants to compensate the Plaintiffs and the Plaintiffs' members for overtime work and for "off the clock hours" as required by the FLSA was knowing, willful, intentional, and done in bad faith. Therefore, Plaintiffs and Plaintiffs' members are entitled to an award as liquidated damages equal to the amount of overtime compensation and unpaid compensation due to them under the FLSA, pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b). Such willfulness is demonstrated by the fact that some Plaintiffs' were punished after complaining by the FLSA violations, punishment in the form of reduced employment hours or reduced vacation time.

24. The work and pay records of Plaintiffs and members of the Plaintiffs' class are in the possession, custody, and/or control of the Defendants, and Defendants are under a duty to pursuant to section 11(c) of the FLSA, 29 U.S.C. § 211(c), and pursuant to the regulations of the United States Department of Labor to maintain and preserve such payroll and other employment records from which the amount of Defendants' liability can be ascertained. Plaintiffs request an order of this Court requiring the Defendants to preserve such records during the pendency of this action.
25. Plaintiffs are also entitled to an award of reasonable attorneys' fees and costs incurred in prosecuting this action, pursuant to 29 U.S.C. § 216(b).

FOR A SECOND CAUSE OF ACTION
(South Carolina Payment of Wages Act)
(Individually for both Plaintiffs and Collective Action)

26. Plaintiffs repeat and re-alleges each and every allegation of paragraphs one through twenty-four as if restated verbatim herein.
27. Defendants are an "employer" as defined by the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10(1).
28. Defendants employed the Plaintiffs and members of the Plaintiffs' class within the State of South Carolina.
29. Defendants owe Plaintiffs and members of the class "wages" as defined in S.C. Code Ann. § 41-10-10(2).
30. Defendants failed to pay the Plaintiffs and the members of the class all wages due, as required by Sections 41-10-40 and 50 of the Act.
31. Defendants' failure to pay Plaintiffs and members of the class all wages due is willful, without justification, and in violation of the duty of good faith and fair

dealings.

32. Pursuant to Section 41-10-80(C) of the Act, Plaintiffs and the members of the Plaintiffs' class are entitled to recover in this action an amount equal to three times the full amount of their unpaid wages, or their wrongfully.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and similarly situated employees who are expected to join this action request the following relief:

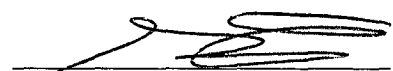
- a. Designation of this action as a collective action on behalf of the FLSA collective class pursuant to 29 U.S.C. § 216(b);
- b. Judgment against the Defendants, jointly and severally, for an amount equal to Plaintiffs' unpaid back wages at the applicable overtime rates;
- c. Judgment against the Defendants that their violation of the FLSA and its implementing regulations were willful;
- d. Liquidated damages in an amount equivalent to the overtime damages owed to Plaintiffs;
- e. Treble damages pursuant to the South Carolina Payment of Wages Act;
- f. Leave to add additional Plaintiffs by motion, the filing of written consent forms; or any other method approved by the Court;

JURY TRIAL DEMANDED

Plaintiffs, on behalf of themselves and on behalf of all other similarly-situated employees, hereby demand a trial by jury.

At Orangeburg, SC

Dated: May 29, 2014


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