



5. Upon information and belief, Rice is a citizen and resident of Horry County, South Carolina.

6. Upon information and belief, Rice is the sole member and president of Beachbody.

7. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 based upon Plaintiffs' claims under the FLSA. This Court also has supplemental jurisdiction over Stinnett's State law claims, which are brought pursuant to the statutory laws of the State of South Carolina, because those State law claims arise out of the same transaction or occurrence as the federal claims alleged herein.

8. Plaintiffs bring this action, as an opt-in collective action pursuant to 29 U.S.C. § 216(b), on behalf of a class of individuals who were employed by Beachbody and Rice (hereafter collectively referred to as "Defendants") at any time within three (3) years prior to the filing of this lawsuit, who were nonexempt employees from the minimum wage and overtime mandates of the FLSA and who were paid an hourly rate less than the minimum wage of Seven and 25/100 (\$7.25) per hour and who were not paid overtime wages for all hours worked in excess of forty (40) hours per week.

9. Jurisdiction and venue are proper in this court and in this division.

10. Rice is the most senior officer of Beachbody, and he exercises operational control over Beachbody.

11. Rice has the authority to hire, discipline, and fire employees of Beachbody.

12. Rice is vested with the authority to make all decisions on behalf of Beachbody with respect to Plaintiffs, including all payroll decisions, all decisions regarding the work schedules of Plaintiffs, all decisions regarding the hourly wage to pay to Plaintiffs, and all decision regarding whether to pay overtime to Plaintiffs.

13. Rice, as the most senior officer of Beachbody and as the individual exercising operational control over Beachbody, qualifies as Plaintiffs' "employer" as that term is defined in the FLSA, 29 U.S.C. § 203(d), because Rice active directly and indirectly in the interest of Beachbody in relation to Plaintiffs.

14. From October 2013 until Stinnett's resignation in May 2014, Defendants were Stinnett's "employer" as that term is defined in the FLSA, 29 U.S.C. § 203(d).

15. Upon information and belief, dating three (3) years back from the filing of this lawsuit, Defendants were Plaintiffs' "employer" as that term is defined in the FLSA, 29 U.S.C. § 203(d).

16. Defendants exercised a significant degree of control over the manner and method of the work performed by Stinnett and Plaintiffs for Beachbody.

17. Defendants provided all the tools and equipment to Stinnett and Plaintiffs while they worked for Beachbody.

18. Defendants required Stinnett and Plaintiffs to work certain hours during their employment with Beachbody.

19. Defendants supervised every aspect of the work performed by Stinnett and Plaintiffs and required them to perform certain tasks while at work.

20. Defendants paid Stinnett on a salary basis and provided certain employment benefits to him, including paid leave, while he worked for Beachbody.

21. Upon information and belief, Defendants paid Plaintiffs on a regular basis, either on an hourly or salary basis, and provided certain employment benefits to them, including paid leave, while they worked for Beachbody.

22. Defendants required Stinnett and Plaintiffs to work significant hours for Beachbody, making them economically dependent on Beachbody and depriving them of the opportunity to perform work outside of Beachbody.

23. Defendants required Stinnett and Plaintiffs to sign documents containing a non-compete provision, that, while unenforceable under South Carolina law, had the effect of preventing Stinnett and Plaintiffs from working outside of Beachbody during their employment and made them entirely economically dependent on Beachbody.

24. At all times relevant to this Complaint, Beachbody engaged in interstate commerce or in the production of goods for commerce as defined by 29 U.S.C. § 203(r)-(s).

25. At all times relevant to this Complaint, Beachbody's annual gross volume of sales made or business done was not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars. Alternatively, Plaintiffs worked in interstate commerce so as to fall within the protections of the FLSA.

26. During all times when Stinnett worked for Defendants, Stinnett was nonexempt from the minimum wage and overtime provisions of the FLSA, meaning Defendants were required to pay Stinnett at least minimum wage for every worked and overtime compensation, equal to time and half of the employee's regular rate of pay, for every he hour worked in excess of forty (40) hours per week.

27. During all times when Plaintiffs worked for Defendants, Plaintiffs were nonexempt from the minimum wage and overtime provisions of the FLSA, meaning Defendants were required to pay Stinnett at least minimum wage for every worked and overtime compensation, equal to time and half of the employee's regular rate of pay, for every he hour worked in excess of forty (40) hours per week.

28. In October 2013, Beachbody hired Stinnett to work as a personal trainer.

29. Stinnett remained employed by Beachbody from October 2013 until his resignation on May 15, 2014.

30. In the month of October 2013, Stinnett worked between three (3) to five (5) hours per day, four (4) days per week for Beachbody.

31. Defendants did not pay Stinnett any wages for the hours he worked in October 2013.

32. In November 2013, Beachbody paid Stinnett Nine and 00/100 (\$9.00) Dollars per hour for each hour he worked.

33. On January 1, 2014, Beachbody stopped paying Stinnett on an hourly basis and began paying Stinnett a salary of Twenty One Thousand Eight Hundred and 00/100 (\$21,800.00) Dollars per year.

34. Defendants required Stinnett to work so many hours from January 1, 2014 through his resignation date in May 2014, that the salary Defendants paid Stinnett did not compensate him at the rate of minimum wage for each hour he worked.

35. The FLSA requires employers to pay its nonexempt employees a minimum wage of at least Seven and 25/100 (\$7.25) Dollars per hour.

36. Defendants violated the minimum wage laws by failing to pay Stinnett minimum wage for the hours he worked in October 2013 and from January 1, 2014 through his resignation date in May 2014.

37. Defendants knew they were required to pay Stinnett minimum wage for the hours he worked, but nonetheless, Defendants willfully and without justification refused to do so.

38. Upon information and belief, Defendants violated the minimum wage laws by failing to pay Plaintiffs minimum wage for every hour they worked dating back three (3) years from the filing of this lawsuit.

39. Defendants knew they were required to pay Plaintiffs minimum wage for the hours they worked, but nonetheless, Defendants willfully and without justification refused to do so.

40. As such, Plaintiffs seek to recover from Defendants the following damages:

- a. actual damages in the amount of minimum wages due;
- b. liquidated damages of an equal amount;
- c. reasonable attorney's fees and the costs and disbursements of this action.

41. The work and pay records are or should be in the possession, custody, and/or control of Defendants, and Defendants are under a duty, pursuant to section 11(c) of the FLSA, 29 U.S.C. § 211(c), and 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 Defendants to preserve such records during the pendency of this action.

**SECOND CAUSE OF ACTION**  
**Violation of the Fair Labor Standards Act**  
**(Failure to Pay Overtime Wages)**

42. The allegations set forth in the preceding paragraphs are incorporated herein and made part and parcel of this second cause of action.

43. Pursuant to 29 U.S.C. § 207 of the FLSA, an employer must pay a nonexempt employee time and a half for all hours worked in excess of forty (40) in a workweek.

44. Beginning in December 2013, Beachbody regularly required Stinnett to work in excess of forty (40) hours per week.

45. Defendants were required to compensate Stinnett at the rate of time and a half of his regular rate of pay for every hour that he worked in excess of forty (40) hours per week.

46. Defendants never paid overtime pay to Stinnett, that is time and a half of his regular rate of pay, for the hours Defendants requires him to work in excess of forty (40) hours per week.

47. Defendants knew they were required to pay Stinnett time and a half for each hour he worked in excess of forty (40) hours per week from December 2013 through his resignation date in May 2014, but nonetheless, Defendants willfully and without justification refused to comply with this provision of the Fair Labor Standards Act.

48. Defendants failed to pay Stinnett overtime pay from December 2013 through his resignation date in May 2014.

49. Upon information and belief, Plaintiffs worked in excess of forty (40) hours per week during certain workweeks dating back three (3) years prior to the filing of this lawsuit.

50. Defendants were required to compensate Plaintiffs at the rate of time and a half of their regular rate of pay for every hour that he worked in excess of forty (40) hours per week.

51. Defendants never paid overtime pay to Plaintiffs, that is time and a half of their regular rate of pay, for the hours Defendants required Plaintiffs to work in excess of forty (40) hours per week.

52. Defendants knew they were required to pay Plaintiffs time and a half for each hour they worked in excess of forty (40) hours per week from December 2013 through his resignation date in May 2014, but nonetheless, Defendants willfully and without justification refused to comply with this provision of the Fair Labor Standards Act.

53. Defendants have violated 29 U.S.C. § 207 of the FLSA.

54. As such, Plaintiffs seek to recover from Defendants the following damages:

- a. actual damages in the amount of overtime wages due;
- b. liquidated damages of an equal amount; and
- c. reasonable attorney's fees and the costs and disbursements of this action.

**THIRD CAUSE OF ACTION**  
**(Violation of South Carolina Payment of Wages Act)**

55. The allegations set forth in the preceding paragraphs are incorporated herein and made part and parcel of this third cause of action.

56. Section 41-10-50 (Supp. 2011) of the South Carolina Code requires an employer who separates an employee from the payroll for any reason to pay all wages due to the employee within forty-eight (48) hours of the time of separation or the next regular payday which may not exceed thirty (30) days.

57. The term "wages" is defined in the South Carolina Payment of Wages Act to include "all amounts ... which are due to an employee ...." S.C. Code Ann. § 41-10-10(2) (Supp. 2011).

58. When Stinnett resigned from his employment, Defendants did not pay him all wages due for the work he performed during the month of May 2014.

59. According to the applicable provisions of the South Carolina Payment of Wages Act, Defendants were required to pay Stinnett all "wages" due to him within forty-eight (48) hours of the time of separation or the next regular payday which may not exceed thirty (30) days.

60. Defendants have willfully, without justification, and in violation of the duty of good faith and fair dealing violated the provisions of the Payment of Wages Act by failing to timely pay all wages due to Stinnett.

61. At the time of Stinnett's resignation from Beachbody, Defendant Rice served as the highest ranking officer of Beachbody, and Defendant Rice retained the sole authority to decide



whether to pay Stinnett the “wages” Beachbody owed him within the statutory timeframe prescribed by section 41-10-50 of the South Carolina Code.

62. At the time of Stinnett’s resignation from Beachbody until the date of this Complaint, Defendant Rice has possessed the sole authority to decide whether to pay Stinnett the “wages” Beachbody owed him within the statutory timeframe prescribed by section 41-10-50 of the South Carolina Code.

63. Defendant Rice willfully, without justification, and knowingly permitted Beachbody to violate the applicable provisions of the South Carolina Payment of Wages Act by refusing to pay all “wages” due to Stinnett in the timeframe prescribed by section 41-10-50 of the South Carolina Code.

64. As a result of Defendant Rice’s wrongful and unlawful actions in knowingly permitting Beachbody to violate the applicable provisions of the South Carolina Payment of Wages Act, Defendant Rice is individually liable for the wages owed to Stinnett under the South Carolina Payment of Wages Act.

65. The amount of wages Beachbody owes Stinnett is not in dispute and has not been in dispute since the date of Stinnett’s resignation.

66. Defendants have offered no reason or justification for their willful and knowing violation of the South Carolina Payment of Wages Act in refusing to timely pay all wages due to Stinnett.

67. Therefore, Stinnet is entitled to recover actual damages, treble damages, attorney’s fees, and costs pursuant to section 41-10-80(C) of the South Carolina Code (Supp. 2011) against Defendants.

**WHEREFORE**, having fully set forth their allegations, Plaintiffs pray for a judgment against the Defendants as follows:

(a) An order authorizing the sending of appropriate notice to current and former employees of Defendants who are potential members of the collective action, but who have not yet “opted-in” as that term is defined under the FLSA;

(b) Actual damages in the amount of minimum wages due;

(c) Liquidated damages of an equal amount;

(d) Actual damages in the amount of overtime wages due;

(e) Liquidated damages of an equal amount;

(f) Actual damages in the amount of wages due under the South Carolina Payment of Wages Act;

(g) Treble damages pursuant to the South Carolina Payment of Wages Act;

(h) Reasonable attorney’s fees and costs;

(i) Injunctive relief ordering Defendants to amend its wage and hour policies to comply with applicable federal and state laws; and

(j) Such other relief as this Court deems just and proper.

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