



**PARTIES, JURISDICTION, AND VENUE**

3. Plaintiff Casey Sams is a citizen and resident of Charleston County, South Carolina.

4. Plaintiff Jillian Lockwood is a citizen and resident of Charleston County, South Carolina.

5. Defendant Kimmel & Godfrey Enterprises, LLC d/b/a Fine and Small Homes (“Kimmel & Godfrey”) is a South Carolina limited liability company doing business in Charleston County.

6. Defendant Fine and Small Homes, LLC (“Fine and Small Homes”) is a South Carolina limited liability company doing business in Charleston County.

7. Upon information and belief, Nicholas Godfrey (“Godfrey”) is a citizen and resident of Charleston County, South Carolina.

8. Upon information and belief, Joe Kimmel (“Kimmel”) is a citizen and resident of Buncombe County, North Carolina who owns real property in Charleston County, South Carolina and has and continues to engage in business in Charleston County.

9. Upon information and belief, Brantley Green (“Green”) is a citizen and resident of Horry County, South Carolina.

10. Plaintiffs bring this action individually and as an opt-in, collective action pursuant to 29 U.S.C. §216(b), on behalf of a class of all individuals employed by Defendants at any time within the three years prior to joining this lawsuit, who were employees of Defendants and did not receive their proper compensable wages, including minimum wage.

11. Plaintiffs also bring this action individually and as an opt-out class action under Rule 23 of the Federal Rules of Civil Procedure, on behalf of a class of all individuals employed by Defendant’s within the three years prior to the commencement of this

lawsuit who were not paid all of their lawful wages for hours worked as required by state and federal law.

12. Upon information and belief, this action satisfies the requirements of Rule 23(a), Fed. R. Civ. P., as alleged in the following particulars:

- a. The proposed Plaintiff class is so numerous that joinder of all individual members in this action is impracticable;
- b. There are questions of law and/or facts common to the members of the proposed Plaintiff class;
- c. The claims of Plaintiffs, the representatives of the proposed Plaintiff class, are typical of the claims of the proposed Plaintiff class; and
- d. Plaintiffs, the representatives of the proposed Plaintiff class, will fairly and adequately protect the interests of the class.

13. In addition, upon information and belief, this action satisfies one or more of the requirements of Rule 23(b) Fed. R. Civ. P., because the questions of law and/or fact common to the members of the proposed Plaintiff class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

14. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b), because this action is based, in part, on the FLSA.

15. In addition, this Court has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over Plaintiffs' pendent and supplemental claims, which are brought pursuant to the statutory and common law of the State of South Carolina, because those claims arise out of the same transaction or occurrence as the federal claims alleged herein.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, because Defendants are located within this judicial district and division and/or the unlawful labor practices

giving rise to the Plaintiffs' claims were committed in the Charleston Division of this Court.

17. Defendant Nicholas Godfrey exercises operational control over Kimmel & Godfrey Enterprises, LLC and Fine and Small Homes, LLC; individually had the authority to hire, discipline, and fire employees of both entities; was involved in the decisions to set wages and pay Plaintiffs and all other similarly situated employees; and, therefore, Godfrey is individually liable to Plaintiffs and all other similarly situated employees.

18. Defendant Joe Kimmel exercises operational control over Kimmel & Godfrey Enterprises, LLC and Fine and Small Homes, LLC; individually had the authority to hire, discipline, and fire employees of both entities; was involved in the decisions to set wages and pay Plaintiffs and all other similarly situated employees; and, therefore, Kimmel is individually liable to Plaintiffs and all other similarly situated employees.

19. Defendant Brantley Green exercises operational control over Kimmel & Godfrey Enterprises, LLC and Fine and Small Homes, LLC; individually had the authority to hire, discipline, and fire employees of both entities; was involved in the decisions to set wages and pay Plaintiffs and all other similarly situated employees; and, therefore, Green is individually liable to Plaintiffs and all other similarly situated employees.

#### **FACTS**

20. In late 2014, Defendant Kimmel & Godfrey began soliciting employment for its Fine & Small Homes company, which operated in both Charleston County, South Carolina and Buncombe County, North Carolina.

21. Both Plaintiffs Casey Sams and Jillian Lockwood, along with other similarly situated employees, submitted resumes or otherwise applied for various open positions with Defendants' Fine & Small Homes company.

22. Shortly thereafter, Plaintiff Casey Sams received a letter on Fine and Small Homes letterhead stating that “Kimmel & Godfrey Enterprise has received your resume and would like to offer you a position in our Engineering Department as the Engineering Manager...”

23. Plaintiff Casey Sams’ offer letter went on to state that he would be paid \$90,000.00 per year with healthcare and 401k matching with an effective start date of February 2, 2015.

24. Plaintiff Jillian Lockwood received a similar offer letter for her position as a Public Relations Manager at the rate of pay of \$52,000.00 per year with healthcare and 401k matching.

25. Plaintiff Lockwood was residing in California at the time of the job offer and moved cross-country in reliance on the offer. She was also guaranteed relocation expenses.

26. On February 2, 2015, Plaintiffs Sams and Lockwood presented for the first day of work, consistent with their respective offer letters. Upon information and belief, Defendants employed approximately 45 employees, including Sams and Lockwood.

27. Plaintiffs and all other similarly situated employees continued working for Defendants as agreed but were not paid any wages.

28. When questioned about their missing pay, Defendants informed Plaintiffs that the company was awaiting an influx of capital, that the non-payment of wages was “merely a bump in the road,” and that they would receive their paychecks shortly thereafter.

29. Plaintiffs and all other similarly situated employees continued working without pay in reliance on Defendants’ assurances of payment for all past and present wages owed.

30. Additionally, Plaintiff Sams used his personal credit card for company expenditures upon which the company completed signed paperwork indicating that he would be reimbursed for such expenditures. Sams was never reimbursed for any of these company expenditures.

31. Throughout Plaintiffs' employment, Defendant Brantley Green regularly conducted meetings with employees and was actively involved in managing the company.

32. In early March 2015, The Post and Courier (the local Charleston newspaper), chose to profile Fine and Small Homes in an upcoming newspaper article on the company. The article was published in The Post and Courier on March 8, 2015, although the drafting and completion of the article was done before this point in time.

33. On March 5, 2015, Plaintiffs and other employees similarly situated were called in for a staff meeting where they were informed directly by Joe Kimmel they were all being laid off. Following the meeting, they were presented with a letter signed by Mel Hyde, Human Resources Director for Kimmel & Godfrey Enterprise, LLC, stating that "I regret to inform you that Kimmel & Godfrey Enterprise, LLC – Fine and Small Homes will be going through layoffs that will include your current position with the company. Due to slow initial sales cycles, Kimmel & Godfrey Enterprise, LLC will be laying off up to 100 percent of its workforce effective March 6, 2015. We find this decision difficult and we are committed to offering the best possible opportunities to our employees and we feel that this unfortunate decision was the only one we could make at this time."

34. The layoff letter went on to state "Kimmel & Godfrey, LLC will accept volunteer work if you are interested. Hours worked after March 6th will be unpaid."

35. The employees were made to sign the layoff documentation after the meeting in the presence of Godfrey.

36. Only two days after laying off its entire workforce without ever having paid them their earned wages, The Post and Courier released its news article on Fine and Small Homes on March 8, 2015. The article discussed how Joe Kimmel and Nicholas Godfrey had discussed the concept of Fine and Small Homes for 16 months, with Kimmel providing the investment for the company. The article further stated that the company planned to target homebuilding for entry-level, two-income workers.

37. Notably, Godfrey was quoted in the news article stating “We are trying to help people who are hourly employees, the husband and wife making \$30.00 an hour together.”

38. Godfrey went on to state that his company offered an incentive to its 45 workers (who had all been laid off two days earlier with no pay) where they would earn “home days” and after amassing 1,500 “home days” after about six years, Fine and Small Homes would build the worker a home for free.

39. To date, Plaintiffs and other similarly situated employees have been paid no wages despite their work. Plaintiffs, and others similarly situated, also received no health insurance or 401k matching, as promised in their official offer letters. Likewise, Plaintiff Lockwood received no relocation reimbursement.

40. Upon information and belief, despite the alleged layoff and newspaper hoax, Fine and Small Homes is still actively in business and operates a Facebook page and website where it markets business. It is also still actively operating its Asheville and Charleston locations.

**FOR A FIRST CAUSE OF ACTION**  
**(Fair Labor Standards Act – Failure to Pay Minimum Wages)**  
**(Individual and Collective Action)**

41. Plaintiffs repeat and reallege the preceding paragraphs as if set forth verbatim herein.

42. Defendants Kimmel & Godfrey and Fine and Small Homes are “employers” for purposes of the Fair Labor Standards Act, 29 U.S.C. § 203(s), because they have annual gross sales or business of at least \$500,000.00 and have employees engaged in interstate commerce by, among other acts, entering into contracts, communicating, and otherwise conducting business over and across state lines. In addition, Plaintiffs and members of the Plaintiff class are covered employees under the FLSA because they were involved in interstate commerce on a regular basis during their employment with Defendants.

43. At all times relevant herein, Defendants Kimmel & Godfrey and Fine and Small Homes have conducted and continue to conduct business as a unified operation involving common control for a common business purpose with each other, such that they are part of the same business enterprise for purposes of the FLSA.

44. The individual Defendants, Godfrey, Kimmel, and Green are also “employers” under 29 U.S.C. § 203(d) because they have acted directly or indirectly in the interests of Defendants Kimmel & Godfrey or Fine and Small Homes in relation to their employees, including Plaintiffs and the members of the Plaintiff class.

45. Plaintiffs and members of the Plaintiff class were employees for Defendants for purposes of the FLSA during all times relevant to this Complaint.

46. Defendants have failed to pay Plaintiffs and the members of the Plaintiff class an hourly rate of at least the minimum wage of \$7.25 per hour for each and every hour worked, as required by Section 6(a)(1)(C) of the FLSA, 29 U.S.C. § 206(a)(1)(C).



47. Plaintiffs and the members of the Plaintiff class are entitled to back wages at the minimum wage rate of \$7.25 per hour for every hour worked, pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b).

48. The failure of Defendants to compensate Plaintiffs and the members of the Plaintiff class at least minimum wage was knowing, willful, intentional, and done in bad faith.

49. Plaintiffs and the members of the Plaintiff class are also entitled to liquidated damages equal to the amount of unpaid minimum wages due to them under the FLSA, pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b).

50. The work and pay records of Plaintiffs and the members of the Plaintiff class are 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 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 Defendants to preserve such records during the pendency of this action.

51. 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)**  
**(Individual and Collective Action on Behalf of all SC Employees)**

52. Plaintiffs repeat and reallege the preceding paragraphs as if set forth verbatim herein.

53. Defendants Kimmel & Godfrey and Fine and Small Homes are "employers" as defined by the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10(1), because they employ individuals within the State of South Carolina.

54. The individuals Defendants, Godfrey, Kimmel, and Green are also “employers” as defined by the Payment of Wages Act because they are officers or owners of Defendants Kimmel & Godfrey or Fine and Small Homes, and had the authority and obligation to ensure that their companies complied with applicable state and federal laws regarding employee compensation.

55. Defendants employed Plaintiffs and the members of the Plaintiff class within the State of South Carolina.

56. Defendants failed to provide written notice to Plaintiffs and the members of the Plaintiff class of any and all deductions or changes in the rate or time of pay, as required by Section 41-10-30 of the Act.

57. Defendants owe Plaintiffs and the members of the Plaintiff class “wages” as defined in Section 41-10-10(2) of the Act, to compensate them for labor rendered to Defendants, as promised to Plaintiffs and the members of the Plaintiff class and as required by law.

58. Defendants required Plaintiffs and the members of the Plaintiff class to work and did not pay them for any or all services rendered for the benefit of Defendants.

59. Defendants have failed to pay Plaintiffs and the members of the Plaintiff class all wages due, as required by Sections 41-10-40 and -50 of the Act.

60. Defendants’ failure to pay Plaintiffs and the members of the Plaintiff class all wages due is willful, without justification, and in violation of the duty of good faith and fair dealing.

61. Pursuant to Section 41-10-80(C) of the Act, Plaintiffs and the members of the Plaintiff class are entitled to recover in this action an amount equal to three times the full amount of their unpaid wages, plus costs and reasonable attorneys’ fees.

WHEREFORE, having fully set forth their allegations against Defendants,

Plaintiffs and members of the Plaintiff class respectfully request that the Court enter judgment for the following relief:

- a. An order authorizing the sending of appropriate notice to current and former employees of Defendants who are potential members of the collective action under the Fair Labor Standards Act;
- b. A declaratory judgment that Defendants have willfully and in bad faith violated the minimum wage provisions of the FLSA, and have deprived Plaintiffs and the members of the Plaintiff class of their rights to such compensation;
- c. An order requiring Defendants to provide a complete and accurate accounting of all the minimum wages to which Plaintiffs and the members of the Plaintiff class are entitled;
- d. An award of monetary damages to Plaintiffs and the members of the Plaintiff class in the form of back pay for unpaid minimum wages due, together with liquidated damages in an equal amount;
- e. Injunctive relief ordering Defendants to amend their wage and hour policies to comply with applicable laws
- f. Pre-judgment interest;
- g. An order certifying a class action under Rule 23 of the Federal Rules of Civil Procedure to remedy the class-wide violations of the South Carolina Payment of Wages Act;
- h. An award of monetary damages to Plaintiffs and the members of the Plaintiff class in the form of back pay for all unpaid wages due, together with treble damages pursuant to the South Carolina Payment of Wages Act;

- i. Attorneys' fees and costs; and
- j. Such further relief as the Court deems just and proper.

**FALLS LEGAL, LLC**

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Attorney for Plaintiffs, on behalf of themselves  
and all others similarly situated

Charleston, South Carolina  
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