

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

AUBREY PRYOR,)	
On behalf of himself and other similarly)	
situated employees,)	Case No.: 4:18-cv-
)	
PLAINTIFFS,)	
)	
vs.)	
)	COMPLAINT
LAKEWOOD CAMPING RESORT, INC.)	(Jury Trial Requested)
)	
)	
DEFENDANTS.)	
)	

PLAINTIFF’S ORIGINAL COLLECTIVE ACTION COMPLAINT

Now comes Aubrey Pryor on behalf of himself and all other similarly-situated employees, to complain of Defendant Lakewood Camping Resort, Inc. and for a cause of action would show the Court as follows:

INTRODUCTION

1. Plaintiff brings a collective action to recover unpaid overtime wages under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. 201 *et seq.*
2. Accordingly, Plaintiff brings this action on behalf of himself and other employees similarly-situated.

JURISDICTION

3. The Plaintiff’s claims arise under the Fair Labor Standards Act (“FLSA”) 29 U.S.C. §201 *et. seq.* Accordingly, this Court has subject matter jurisdiction over the subject matter of this action under 29 U.S.C. §216(b) and 28 U.S.C. §1331.

4. Venue is proper in the District of South Carolina because the events forming the basis of this suit occurred in the District of South Carolina. Venue is also proper in the District of South Carolina because Defendant has their principal place of business in the Myrtle Beach area of South Carolina within the Florence Division of the Federal District Court for South Carolina.

PARTIES

5. Defendant, Lakewood Camping Resort Inc., is a corporation located in Horry County, South Carolina. Lakewood Camping Resort, Inc., contracts in, does business in, and derives benefit from the laws of the State of South Carolina.
6. Plaintiff, Aubrey Pryor, (hereinafter referred to as Plaintiff) is a resident of the State of South Carolina and within the jurisdiction of this Honorable Court.
7. That all parties and subject matter herein mentioned are within the jurisdiction of this Honorable Court.

COVERAGE OF THE FLSA

8. At all material times, Defendant has been an employer within the meaning of the FLSA.
9. At all material times, Defendant has operated an enterprise within the meaning of the FLSA.
10. At all material times, Defendant has operated an enterprise engaged in commerce and/or in the production of goods for commerce within the meaning of the FLSA.
11. At all material times, Plaintiff was engaged in commerce as required by the FLSA. Like the Plaintiff, the members of the Plaintiff's class were employees engaged in commerce in performing their duties for the Defendant.

CLASS ALLEGATIONS

12. Plaintiff files this case as an “opt-in” class action as specially allowed by 29 U.S.C. §216(b).

13. The class that Plaintiffs seek to represent may be described as follows:

All current and former hourly employees of the Defendant, who (1) worked more than forty (40) hours per week without receiving payment for overtime at one and one half times their regular rate of pay.

14. Plaintiff seeks to represent only those members of the above-described group who, after appropriate notice of their ability to opt-in to this action, have provided consent in writing to be represented by Plaintiff’s counsel as required by 29 U.S.C. §216(b).

15. Those persons who choose to opt-in collectively referred to as the “Plaintiff’s class” will be listed on subsequent pleadings and copies of the written consents to sue will be incorporated herein by reference.

16. Plaintiff contends that this action is appropriate for class action status because the Defendant herein has acted in the same manner with regard to all members of the “Plaintiff’s Class”.

17. The members of the “Plaintiff’s Class” are similarly-situated to Plaintiff and are owed overtime wages for the same reasons as the Plaintiff. These employees should be notified of this case and given the opportunity to join this suit.

FACTUAL ALLEGATIONS

18. At all relevant times to this action, Defendant has been subject to the requirements of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. 201 *et seq.*

19. For purposes of this action, the “relevant period” is defined as such period commencing on the date that is three years prior to the filing of this action, and continuing thereafter.
20. The conduct of the Defendant violated the Fair Labor Standards Act.
21. Defendant had a policy of paying all of its hourly employees “straight” time for all hours that the hourly employees worked over forty (40) in a week.
22. Defendant did not pay their hourly employees for their hours of work in excess of forty (40) hours at one and a half (1.5) times their regular rate as required under the Fair Labor Standards Act.
23. That as a direct and proximate result of the Defendant’s unlawful, intentional, malicious and reckless actions Plaintiff and Plaintiff’s Class:
- a) Suffered the loss of income including, but not limited to, hourly wages and overtime wages;
 - b) Incurred attorney’s fees;
 - c) Incurred the costs of this action.
24. Plaintiff and Plaintiff’s Class are entitled to an award of damages against the Defendant in the amount of actual damages, liquidated damages, consequential damages, and incidental damages. In addition, Plaintiff and Plaintiff’s Class are entitled to recover attorney’s fees and costs.

UNPAID OVERTIME COMPENSATION

25. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully re-written herein.
26. Defendant’s hourly employees routinely worked more than forty (40) hours per week for Defendant.

27. Defendant did not pay their hourly workers for their hours of work in excess of forty (40) hours per week at one and a half (1.5) times their regular rate, as required by the FLSA.
28. The Defendant's hourly employees were and are non-exempt employees.
29. Defendant has not made a good faith effort to comply with the FLSA. Rather, the Defendant knowingly, willfully, and/or with reckless disregard carried out their illegal pattern or practice regarding overtime compensation.

COLLECTIVE ACTION ALLEGATIONS

30. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully re-written herein.
31. Other employees have been victimized by this pattern, practice, and policy of the Defendant that is in violation of the FLSA.
32. From discussions with other hourly employees of the Defendant, Plaintiff is aware that the illegal practices and policies of Defendant have been imposed on all of the other hourly employees.
33. Other, similarly-situated hourly employees are being denied their lawful wages.
34. Defendant's pattern or practice of failing to pay the their hourly employee's overtime pay (at time and one-half) as required by the FLSA results from Defendant's general applications of policies and practices, and does not depend on the personal circumstances of the hourly worker.
35. Thus, Plaintiff's experiences are typical of the experience of the other hourly employees of the Defendant.
36. All employees who meet the requirements of Paragraph thirteen (13) above are similarly-situated.

37. Although the issue of damages may be individual in character, the facts related to liability are common to all of the Defendant's hourly employees.

38. Plaintiff and the Plaintiff's Class (hourly employees) seek an amount of back pay equal to the overtime compensation which has been unlawfully withheld in a period beginning three years prior to the filing of this lawsuit and continuing until the date of trial.

CAUSE OF ACTION: FAILURE TO PAY OVERTIME

39. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully re-written herein.

40. Defendant's failure to pay overtime wages to their hourly wage employees was and is in violation of the FLSA. Accordingly, the Plaintiff and the Class are entitled to overtime in an amount equal to one and one-half times their regular rates of pay for each hour worked over forty (40) in each workweek.

41. Additionally, the Plaintiff and Plaintiff's Class are entitled to an amount equal to all their unpaid wages as liquidated damages.

42. Plaintiff and the Plaintiff's Class are entitled to recover attorney's fees and costs of this action as provided by the Fair Labor Standards Act, 29 U.S.C. §216(b).

JURY DEMAND

43. The Plaintiff hereby demands a jury trial.

PRAYER

WHEREFORE, the Plaintiff requests that this Court award him and the Plaintiff's Class judgment against the Defendant for the following relief:

- a) A declaration that Defendant has violated the Fair Labor Standards Act, specifically 29 U.S.C. 207, by failing to pay Plaintiff and other similarly-situated hourly employee's

overtime pay at one and one half times (1.5) their regular rate for all hours in excess of forty (40) worked during each seven-day work period;

- b) Damages for the full amount of their unpaid overtime compensation;
- c) An equal amount as liquidated damages;
- d) Reasonable attorney's fees, costs, and expenses of this action;
- e) Such other and further relief as may be allowed by law.

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