



laws of the United States, and by 28 U.S.C. § 1337, this action arising under Acts of Congress regulating commerce.

2. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b).

3. The defendant, Dolgencorp, d/b/a Dollar General, is a foreign limited liability company, incorporated in Kentucky, which employed the plaintiffs to labor for its benefit in this District.

4. Defendant is subject to personal jurisdiction in the State of Alabama for the purpose of this lawsuit.

5. The cause of action set forth in this Complaint arose in this District.

## **PARTIES**

### **A. Plaintiff**

6. The plaintiff, Wendy Smith, is over the age of nineteen (19) years, is a resident of the State of Alabama, and currently resides in Calhoun County, Alabama, and is a former employee of the defendants.

7. The plaintiff, Alton Richey, is over the age of nineteen (19) years, is a resident of the State of Alabama, currently resides in Calhoun County, Alabama, and is a former employee of the defendants.

8. During all times relevant to this Complaint, the plaintiffs were employees of the defendants and were subject to the full protection of the Fair Labor Standards Act.

9. The plaintiffs' duties were not such as to exempt them from the coverage of the Fair Labor Standards Act.

**B. Defendants**

10. The defendant, Dolgencorp, LLC, d/b/a Dollar General, (hereinafter "Dollar General") is a business organization that owns and manages at least one store located in Calhoun County, Alabama, within this District.

11. Dollar General's registered address is 150 Perry St., Montgomery, AL 36104.

12. Dollar General is an enterprise engaged in interstate commerce or in the production of goods for commerce for the purposes of the Fair Labor Standards Act, § 203(s)(1).

13. Further, upon information and belief, the defendant has gross revenues which exceed \$500,000.00 per year.

14. The defendant is considered an employer within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d), and is not exempt from the Act.

15. The defendant, Kimiko Thomas, a/k/a Kim Thomas, was a store manager for Dollar General during all time periods relevant to this lawsuit. She is considered an employer within the meaning of the Fair Labor Standards Act, 29 U.S.C. §203(d), and is not exempt from the Act.

## FACTUAL ALLEGATIONS

16. The plaintiffs are adult residents of the State of Alabama, residing in Calhoun County.

17. The plaintiff, Wendy Smith, was employed by the defendant for a period of approximately two years, beginning on or about July 3<sup>rd</sup>, 2013, and ending October 17, 2015.

18. The plaintiff, Alton Richey, was employed by the defendants for a period of approximately one year, beginning on or about April 14, 2014, and ending on or about June 17, 2015.

19. The plaintiff Wendy Smith was an assistant store manager for the Eastaboga store of Dollar General.

20. The plaintiff Alton Richey was a key holder for the Eastaboga store of Dollar General.

21. The plaintiffs are employees who were engaged in interstate commerce, engaged in the production of goods for commerce, and/or employed by an enterprise engaged in commerce or in the production of goods for commerce; specifically, the plaintiffs performed duties as directed relating to the sale of goods to consumers.

22. The plaintiffs were improperly paid during the entire period of their employment under the management of Kimiko Thomas. Specifically, the plaintiffs

have not been compensated for all the hours worked during the entire period of time that Kimiko Thomas managed the Dollar General store located in Eastaboga.

23. Throughout her tenure as store manager, Kimiko Thomas engaged in the routine practice of manually altering employees' time records, to reduce the hours for which they were paid.

24. Specifically, Kimiko Thomas would reduce the number of hours input by the employee to ensure that overtime would not be paid for hours worked by the employee in excess of forty per week.

25. The plaintiffs regularly worked in excess of forty (40) hours per week and did so throughout their respective terms of employment with the defendants.

26. However, the plaintiffs did not receive the premium overtime rate required by the FLSA for each hour worked above forty (40) per week.

27. The duties assigned to and performed by the plaintiffs did not exempt them from the protections of the FLSA.

28. The plaintiffs believe and expect the discovery process to assist them in gathering evidence which shows that the plaintiffs' wages do not compensate them in the manner required by the FLSA.

29. The defendants have a duty under 29 U.S.C. § 211(c) to keep certain records relating to the hours the plaintiffs work and the pay the plaintiffs receive;

the plaintiffs will rely upon these records, assuming they are correct, as part of their case.

30. The defendants' violations of the Fair Labor Standards Act were willful and were the result of a conscious business decision made by the defendants to generate greater profit at the expense of employees.

**COUNT ONE**  
**VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**  
**(Overtime Violations – 29 U.S.C. § 207)**

31. The plaintiffs re-allege paragraphs 1 through 30 as though fully set forth herein.

32. The defendants have failed to compensate the plaintiffs at the premium overtime rate for all hours worked above forty in each work week.

33. The plaintiffs are not exempt from the protections of the Fair Labor Standards Act.

34. The defendants' failure to pay the plaintiffs correctly is willful and without good faith as defined in 29 U.S.C. § 260.

35. The defendants, by such failure, have willfully violated the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 207.

WHEREFORE, the plaintiffs request this Court to enter judgment in favor of the plaintiffs, and against the defendants for:

A. All amounts of wages that the plaintiffs should have received under the Fair Labor Standards Act but for the defendants' willful violation of their rights, plus an equal amount in liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b);

B. All reasonable costs and attorney fees pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b);

C. A judicial determination that the defendants have violated the Fair Labor Standards Act as to the plaintiffs; and

D. Any other relief this Honorable Court finds to be due and proper under the circumstances.

## **COUNT TWO**

### **VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**

#### **(Minimum Wage Violations – 29 U.S.C. § 206)**

36. The plaintiffs re-allege paragraphs 1 through 30 as though fully set forth herein.

37. The defendants have failed to compensate the plaintiffs for all hours worked during the period of their employment.

38. The plaintiffs are not exempt from the protections of the Fair Labor Standards Act.

39. The defendants' failure to pay the plaintiffs correctly is willful and without good faith as defined in 29 U.S.C. § 260.

40. The defendants, by such failures, have willfully violated the minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C. § 206.

WHEREFORE, the plaintiffs request this Court to enter judgment in favor of the plaintiffs and against the defendants for:

A. All amounts of wages that the plaintiffs should have received under the Fair Labor Standards Act but for the defendants' willful violation of their rights, plus an equal amount in liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b);

B. All reasonable costs and attorney fees pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b);

C. A judicial determination that the defendants have violated the Fair Labor Standards Act as to the plaintiffs; and

D. Any other relief this Honorable Court finds to be due and proper under the circumstances.

Respectfully submitted,

/s/ Alyssa L. Enzor

Alyssa L. Enzor                      ENZ003  
ASB-1862-A17I

OF COUNSEL:

Enzor & Maniscalco, LLP  
P.O. Box 3603  
Oxford, Alabama 36203  
Phone: 256-770-7232  
Fax: 256-770-7234  
alyssa@enzormaniscalco.com



The clerk of court is requested to serve the following defendants by certified mail at the following addresses:

Dolgencorp, LLC  
d/b/a Dollar General  
150 S Perry St.  
Montgomery, Alabama 36104

Dolgencorp, LLC  
d/b/a Dollar General  
100 Mission Ridge  
Goodlettsville, Tennessee 37072

Kimiko Thomas  
a/k/a Kim Thomas  
150 S Perry St.  
Montgomery, Alabama 36104

Kimiko Thomas  
a/k/a Kim Thomas  
100 Mission Ridge  
Goodlettsville, Tennessee 37072