

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

Yong Le Xue, Xing Long Luo, and Yong Jun Fu, Individually, And On Behalf Of All Other Employees Similarly Situated,

Plaintiffs,

v.

J&B Spartanburg, LLC d/b/a Red Bowl Asian Bistro; Wai Leung Sim, Zhi Jie Shao, Jin Hua Zheng, Mike Bai, Yoki Zheng, John Doe and Jane Doe # 1-10,

Defendants.

**COLLECTIVE & CLASS ACTION  
COMPLAINT AND JURY TRIAL  
DEMAND**

C.A. No.: 7:16-cv-00340-MGL

Plaintiffs Yong Le Xue, Xing Long Luo, and Yong Jun Fu (collectively “Plaintiffs”), on their own behalf and on behalf of all others similarly situated hereby file this complaint against the Defendants J&B Spartanburg, LLC d/b/a Red Bowl Asian Bistro; Wai Leung Sim, Zhi Jie Shao, Jin Hua Zheng, Mike Bai, Yoki Zheng, John Doe and Jane Doe # 1-10 (collectively “Defendants”) in pursuant of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, and the South Carolina Wages Act, S.C. Code Ann. §§ 41-10-10 to 110. Plaintiffs allege and show the Court the following:

**NATURE OF CLAIMS**

1. This action is brought individually and as a collective 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 provisions under the FLSA provide for opt-in class participation.
2. Plaintiffs also include other causes of action under South Carolina law on an individual and

class-wide basis. Those claims are proposed as opt-out class claims under Rule 23 of the Federal Rules of Civil Procedure.

### **JURISDICTION AND VENUE**

3. This Court has original federal question jurisdiction over this controversy under 29 U.S.C. §216(b), 28 U.S.C. § 1331 and the Fair Labor Standards Act of 1938 (FLSA), as amended, 29 U.S.C. §§ 201 *et seq.* (“FLSA”). This court has supplemental jurisdiction over the South Carolina Law claims pursuant to 28 U.S.C. § 1367(a).
4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because a substantial part of the acts or omissions giving rise to this Plaintiffs’ claims occurred within the District of South Carolina, and Defendants are subject to personal jurisdiction in this district.

### **PARTIES**

#### **A. Plaintiffs**

5. Plaintiff Yongle Xue (“Xue”) was employed as a Chef by J&B Spartanburg, LLC, d/b/a Red Bowl Asian Bistro, a Chinese Restaurant that located at 205 W. Blackstock Rd. #590, Spartanburg, SC 29301, from February 2013 to December 2015.
6. Plaintiff Xing Long Luo (“Luo”) was employed as a Chef by J&B Spartanburg, LLC, d/b/a Red Bowl Asian Bistro, a Chinese Restaurant that located at 205 W. Blackstock Rd. #590, Spartanburg, SC 29301, from January 10, 2015 to June 29, 2015.
7. Plaintiff Yong Jun Fu (“Fu”) was employed as a Chef by J&B Spartanburg, LLC, d/b/a Red Bowl Asian Bistro, a Chinese Restaurant that located at 205 W. Blackstock Rd. #590, Spartanburg, SC 29301, from February 10, 2014 to May 25, 2014.

**B. Corporate Defendant**

8. Upon information and belief, J&B Spartanburg, LLC is a Limited Liability Company organized and existing under the laws of South Carolina.
9. Defendant J&B Spartanburg, LLC owns and operates a Chinese restaurants in Spartanburg, South Carolina under the trade name Red Bowl Asian Bistro (hereinafter referred to as “Red Bowl”).
10. Upon information and belief, Defendant, J&B Spartanburg, LLC had gross sales in excess of Five Hundred Thousand Dollars (\$500,000.00) per year. Upon information and belief, J&B Spartanburg, LLC provided services, purchased, and handled goods moved in interstate commerce.
11. At all times relevant herein, J&B Spartanburg, LLC was, and continues to be, an “enterprise engaged in commerce” within the meaning of FLSA.
12. At all times relevant herein, the work performed by Plaintiffs was directly essential to the business operated by J&B Spartanburg, LLC.

**C. Owner/Operator Defendant**

13. Upon information and belief, Defendant Wai Leung Sim is an owner, officer, director and/or managing agent of J&B Spartanburg, LLC at 205 W. Blackstock Rd. # 590, Spartanburg, SC 29301 and participated in the day-to-day operations of Red Bowl, acted intentionally and maliciously, and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder.
14. Upon information and belief, Wai Leung Sim, determines the rates of pay, work schedule (including work hours and days off), work load and employment of all employees at the Red Bowl.

15. Upon information and belief, Defendant Zhi Jie Shao is an owner, officer, director and/or managing agent of J&B Spartanburg, LLC at 205 W. Blackstock Rd. # 590, Spartanburg, SC 29301 and participated in the day-to-day operations of Red Bowl, acted intentionally and maliciously, and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder.
16. Upon information and belief, Zhi Jie Shao, determines the rates of pay, work schedule (including work hours and days off), work load and employment of all employees at the Red Bowl.
17. Upon information and belief, Defendant Jin Hua Zheng is an owner, officer, director and/or managing agent of J&B Spartanburg, LLC at 205 W. Blackstock Rd. # 590, Spartanburg, SC 29301 and participated in the day-to-day operations of Red Bowl, acted intentionally and maliciously, and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder.
18. Upon information and belief, Jin Hua Zheng, determines the rates of pay, work schedule (including work hours and days off), work load and employment of all employees at the Red Bowl.
19. Upon information and belief, Defendant Mike Bai is an owner, officer, director and/or managing agent of J&B Spartanburg, LLC at 205 W. Blackstock Rd. # 590, Spartanburg, SC 29301 and participated in the day-to-day operations of Red Bowl, acted intentionally and maliciously, and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder.
20. Upon information and belief, Mike Bai, determines the rates of pay, work schedule (including work hours and days off), work load and employment of all employees at the Red Bowl.
21. Upon information and belief, Defendant Yoki Zheng is an owner, officer, director and/or

managing agent of J&B Spartanburg, LLC at 205 W. Blackstock Rd. # 590, Spartanburg, SC 29301 and participated in the day-to-day operations of Red Bowl, acted intentionally and maliciously, and is an employer pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder.

22. Upon information and belief, Yoki, Zheng, determines the rates of pay, work schedule (including work hours and days off), work load and employment of all employees at the Red Bowl.
23. Upon information and belief, Defendants John Doe and Jane Doe # 1-10 are as-yet unidentified owners, officers, directors and/or managing agents of J&B Spartanburg, LLC at 205 W. Blackstock Rd. # 590, Spartanburg, SC 29301 and participated in the day-to-day operations of Red Bowl, acted intentionally and maliciously, and are employers pursuant to FLSA, 29 U.S.C. §203d, and regulations promulgated thereunder.
24. Upon information and belief, John Doe and Jane Doe # 1-10, determine the rates of pay, work schedule (including work hours and days off), work load and employment of all employees at the Red Bowl.
25. Each of the individual defendants above is an “employer” under the FLSA based upon their respective supervisory authority over all of Red Bowl’s employees, the company’s daily operations, his ability to make hiring and firing decisions, and his authority over scheduling and directing the employees’ daily assignments.
26. All above named Defendants are a single and joint employer due to their high degree of interrelated and unified operations, the sharing of common officers with a common address and their managerial involvement in Plaintiffs’ day-to-day operations.

**STATEMENT OF FACTS**

**A. Plaintiff Yong Le Xue**

27. Plaintiff Yong Le Xue was employed by the Defendants from February 2013 to December 2015 as a Chef at the Defendants' restaurant in Spartanburg, South Carolina.
28. Plaintiff's duties included mostly manual labor tasks involving food-preparation, cooking, washing dishes, and cleaning the kitchen.
29. Upon first coming to work at the Defendants' Restaurant, Plaintiff was housed by Defendants in an apartment with other employees of the restaurant.
30. During the entire period of his employment at the Restaurant, Plaintiff Xue's work schedule ran from 10:20 a.m. to 9:30 p.m. on Monday, Tuesday, Wednesday and Sunday for about eleven hours and 10 minutes per day with no break. Plaintiff also worked on Friday and Saturday from 10:20 a.m. to 10:30 p.m., for twelve hours and ten minutes with no break per day. Plaintiff thus worked approximately sixty-nine (69) hours per week.
31. From February 2013 to the end of April 2014, Plaintiff performed all the aforementioned work in exchange for a monthly salary of Three Thousand Dollars (\$3,000.00), which was paid partially by check and partially by cash.
32. From May 2014 to the end of April 2015, Plaintiff performed all the aforementioned work in exchange for a monthly salary of Three Thousand and One hundred Dollars (\$3,100.00), which was paid partially by check and partially by cash.
33. From May 2015 to December 2015, Plaintiff performed all the aforementioned work in exchange for a monthly salary of Three Thousand and Three hundred Dollars (\$3,300.00), which was paid partially by check and partially by cash.

**B. Plaintiff Xing Long Luo**

34. Plaintiff Luo was employed by the Defendants as Chef from January 10, 2015 to June 29, 2015 at the Defendants' restaurant in Spartanburg, South Carolina.
35. Plaintiff's duties included mostly manual labor tasks involving food-preparation, cooking, washing dishes, and cleaning the kitchen.
36. Upon first coming to work at the Defendants' Restaurant, Plaintiff was housed by Defendants in an apartment with other employees of the restaurant.
37. During the entire period of his employment at the Restaurant, Plaintiff Luo worked six (6) days per week with Tuesday off. His work schedule ran from 10:20 a.m. to 9:30 p.m. on Monday, Wednesday, Thursday and Sunday for about eleven hours and 10 minutes (11.10) per day with no break. Plaintiff also worked on Friday and Saturday from 10:20 a.m. to 10:30 p.m., for twelve hours and ten minutes (12.10) with no break per day. Plaintiff thus worked approximately sixty-nine (69) hours per week.
38. Plaintiff performed all the aforementioned work in exchange for a monthly salary of Three Thousand and Three hundred Dollars (\$3,300.00), which was paid partially by check and partially by cash.

**C. Plaintiff Yong Jun Fu**

39. Plaintiff Fu was employed by the Defendants as Chef from February 10, 2014 to May 25, 2014 at the Defendants' restaurant in Spartanburg, South Carolina.
40. Plaintiff's duties included mostly manual labor tasks involving food-preparation, cooking, washing dishes, and cleaning the kitchen.
41. Upon first coming to work at the Defendants' Restaurant, Plaintiff was housed by Defendants in an apartment with other employees of the restaurant.
42. During the entire period of his employment at the Restaurant, Plaintiff Fu worked six (6) days per week with Wednesday off, his work schedule ran from 10:20 a.m. to 9:30 p.m. on Monday,

Tuesday, Thursday and Sunday for about eleven hours and 10 minutes (11.10) per day with no break. Plaintiff also worked on Friday and Saturday from 10:20 a.m. to 10:30 p.m., for twelve hours and ten minutes (12.10) with no break per day. Plaintiff Fu thus worked approximately sixty-nine (69) hours per week.

43. Plaintiff performed all the aforementioned work in exchange for a monthly salary of Two Thousand and Six hundred Dollars (\$2,600.00), which was paid partially by check and partially by cash.
44. During all relevant time periods, the relevant Federal minimum wage was seven dollars and twenty-five cents (\$7.25).
45. During this period, Plaintiffs were not compensated at one-and-one-half of the minimum wage or their respective calculated hourly wage, whichever is greater, for all hours worked above forty (40) in each workweek.
46. During all relevant times, Plaintiffs' work was performed in the normal course of the Defendants' business and was integrated into the business of Defendants.
47. Plaintiffs did not supervise other employees, they did not have hiring and firing authority, and their job duties did not include managerial responsibilities or the exercise of independent business judgment.
48. Defendants committed the following alleged acts knowingly, intentionally and willfully.
49. Defendants did not compensate Plaintiffs for overtime compensation according to state and federal laws.
50. Defendants knew that the nonpayment of overtime pay would financially injure Plaintiffs and similarly situated employees and violate state and federal laws.



51. Defendants committed the foregoing acts against the Plaintiffs, the FLSA Collective Plaintiffs, and the Class.

**COLLECTIVE ACTION ALLEGATIONS**

52. Defendants knowingly and willfully operated their business with a policy of not paying Plaintiffs and other similarly situated employees the FLSA overtime rate (of time and one-half), in violation of the FLSA and South Carolina Wage Act.

53. Plaintiffs bring this action individually and on behalf of all other and former non-exempt employees who have been or were employed by the Defendants for up to the last three (3) years, through entry of judgment in this case (the “Collective Action Period”) and who failed to receive overtime compensation or spread-of-hours pay for all hours worked in excess of forty (40) hours per week (the “Collective Action Members”), and have been subject to the same common decision, policy, and plan to not provide required wage notices at the time of hiring, in contravention to federal and state labor laws.

54. Upon information and belief, the Collection Action Members are so numerous the joinder of all members is impracticable. The identity and precise number of such persons are unknown, and the facts upon which the calculations of that number may be ascertained are presently within the sole control of the Defendants. Upon information and belief, there are more than forty (40) Collective Action members, who have worked for or have continued to work for the Defendants during the Collective Action Period, most of whom would not likely file individual suits because they fear retaliation, lack adequate financial resources, access to attorneys, or knowledge of their claims. Therefore, Plaintiffs submit that this case should be certified as a collection action under the FLSA, 29 U.S.C. §216(b).

55. Plaintiffs will fairly and adequately protect the interests of the Collective Action Members, and has retained counsel that is experienced and competent in the field of employment law and class action litigation. Plaintiffs have no interest that are contrary to or in conflict with those members of this collective action.
56. This action should be certified as collective action because the prosecution of separate action by individual members of the collective action would risk creating either inconsistent or varying adjudication with respect to individual members of this class that would as a practical matter be dispositive of the interest of the other members not party to the adjudication, or subsequently impair or impede their ability to protect their interests.
57. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. Furthermore, inasmuch as the damages suffered by individual Collective Action Members may be relatively small, the expense and burden of individual litigation makes it virtually impossible for the members of the collective action to individually seek redress for the wrongs done to them. There will be no difficulty in the management of this action as collective action.
58. Questions of law and fact common to members of the collective action predominate over questions that may affect only individual members because Defendants have acted on grounds generally applicable to all members. Among the questions of fact common to Plaintiffs and other Collective Action Members are:
- a. Whether the Defendants employed Collective Action members within the meaning of the FLSA;

- b. Whether the Defendants failed to pay the Collective Action Members overtime wages for all hours worked above forty (40) each workweek in violation of the FLSA and the regulation promulgated thereunder;
- c. Whether the Defendants' violations of the FLSA are willful as that terms is used within the context of the FLSA; and,
- d. Whether the Defendants are liable for all damages claimed hereunder, including but not limited to compensatory, punitive, and statutory damages, interest, costs and disbursements and attorneys' fees.

59. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a collective action.

60. Plaintiffs and others similarly situated have been substantially damaged by Defendants' unlawful conduct.

### **CLASS ACTION ALLEGATIONS**

61. Plaintiffs bring their South Carolina Wage Act claims pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all non-exempt persons employed by Defendants at Red Bowl on or after the date that is three years before the filing of the Complaint in this case as defined herein (the "Class Period").

62. All said persons, including Plaintiffs, are referred to herein as the "Class." The Class members are readily ascertainable. The number and identity of the Class members are determinable from the records of Defendants. The hours assigned and worked, the positions held, and the rate of pay for each Class Member is also determinable from Defendants' records. For purpose of notice and other purposes related to this action, their names and addresses are readily available from Defendants. Notice can be provided by means permissible under said Rule 23.

63. The proposed Class is so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court. Although the precise number of such persons is unknown, and the facts on which the calculation of the number is presently within the sole control of the Defendants, upon information and belief, there are more than forty (40) members of the class.
64. Plaintiffs' claims are typical of those claims which could be alleged by any member of the Class, and the relief sought is typical of the relief that would be sought by each member of the Class in separate actions. All the Class members were subject to the same corporate practices of Defendants, as alleged herein, of failing to pay overtime compensation. Defendants' corporation wide policies and practices, including but not limited to their failure to provide a wage notice at the time of hiring, affected all Class members similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each Class member. Plaintiffs and other Class members sustained similar losses, injuries and damages arising from the same unlawful policies, practices and procedures.
65. Plaintiffs are able to fairly and adequately protect the interests of the Class and has no interests antagonistic to the Class. Plaintiffs are represented by attorneys who are experienced and competent in representing plaintiffs in both class action and wage and hour employment litigation cases.
66. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual Class members lack the financial resources to vigorously prosecute corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the

unnecessary duplication of efforts and expenses that numerous individual actions engender. The losses, injuries, and damages suffered by each of the individual Class members are small in the sense pertinent to a class action analysis, thus the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Class members to redress the wrongs done to them. Further, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Class, establishing incompatible standards of conduct for Defendants and resulting in the impairment of class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

67. Upon information and belief, defendants and other employers throughout the state violate the South Carolina Wage Act. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing claims because doing so can harm their employment, future employment, and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity which allows for the vindication of their rights while eliminating or reducing these risks.

68. There are questions of law and fact common to the Class which predominate over any questions affecting only individual class members, including:

a. Whether Defendants employed Plaintiffs and the Class within the meaning of the South Carolina law;

b. Whether Plaintiffs and Class members are entitled to overtime under the South Carolina Law;

e. At what common rate, or rates subject to common method of calculation were and are the Defendants required to pay the Class members for their work

**FOR A FIRST CAUSE OF ACTION**

**FAIR LABOR STANDARDS ACT OVERTIME WAGE VIOLATIONS**

69. Plaintiffs, on behalf of themselves and all other similarly situated Collective Action Members and members of the Class, repeat and re-allege each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

70. At all relevant times, the Defendants had a policy and practice of refusing to pay overtime compensation to their employees for their hours worked in excess of forty hours per workweek.

71. As a result of the Defendants' willful failure to compensate their employees, including Plaintiffs and the Collective Action members, at a rate not less than one and one-half times the regular rate of pay for work performed in excess of forty hours in a workweek, the Defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201 *et seq*, including 29 U.S.C. §§ 207(a) (1) and 215(a), including the federal minimum wage.

72. As a result of the Defendants' failure to record, report, credit and/or compensate their employees, including Plaintiffs and the Collective Action members, the Defendants have failed to make, keep and preserve records with respect to each of their employees sufficient to

determine the wages, hours and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§201, *et seq.*, including 29 U.S.C. §§ 211(c) and 215(a).

73. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

74. Due to Defendants' FLSA violations, Plaintiffs, on behalf of themselves and the Collective Action members, are entitled to recover from Defendants their unpaid overtime compensation, an additional amount equal as liquidated damages, additional liquidated damages for unreasonably delayed payment of wages, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

**FOR A SECOND CAUSE OF ACTION**

**SOUTH CAROLINA WAGE PAYMENT ACT VIOLATIONS**

75. Plaintiffs re-allege and incorporate by reference the paragraphs above as if they were set forth herein.

76. At all relevant times, Defendants employed Plaintiffs within the meaning of the South Carolina Wage Payment Act, S.C. Code Ann. §§ 41-10-10 to 110 ("WPA").

77. Plaintiffs worked for Defendants with the clear understanding and agreement by Defendants that their compensation would be consistent with all applicable laws, including federal and state wage and hour laws.

78. Pursuant to the WPA, "[a]n employer shall not withhold or divert any portion of the employee's wages unless the employer is required or permitted to do so by state or federal law. . . ." S.C. Code Ann. § 41-10-40(C).

79. Accordingly, Plaintiffs are entitled to receive all compensation due and owed to them, including overtime compensation.

80. As a result of Defendants' unlawful policies and practices as set forth above, Plaintiffs have been deprived of compensation due and owed to them which Defendants promised to pay in their commitment to abide by applicable wage and hour laws and in violation of the WPA's mandate that no wages be withheld or diverted unless required or permitted under applicable law.
81. Defendants have set and withheld wages of the Plaintiffs without providing advance notice of such amounts and absent any lawfully sufficient reason for such conduct.
82. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered substantial losses and have been deprived of compensation to which they are entitled, including monetary damages in the amount of three (3) times the unpaid wages as well as costs and reasonable attorneys' fees.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves, and the FLSA Collective Plaintiffs and Rule 23 Class, respectfully request that this court enter a judgment providing the following relief:

- a) Authorizing Plaintiffs at the earliest possible time to give notice of this collective action, or that the court issue such notice, to all persons who are presently, or have been employed by defendants as non-exempt tipped or non-tipped employees. Such notice shall inform them that the civil notice has been filed, of the nature of the action, of their right to join this lawsuit if they believe they were denied proper hourly compensation and premium overtime wages;
- b) Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- c) Designation of Plaintiffs as representatives of the Rule 23 Class, and counsel of record



as Class counsel;

- d) Certification of this case as a collective action pursuant to FLSA;
- e) Issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims and state claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b), and appointing Plaintiffs and their counsel to represent the Collective Action Members;
- f) A declaratory judgment that Defendants have willfully and in bad faith violated the minimum wage and overtime compensation provisions of the FLSA, and have deprived Plaintiffs and the members of the Plaintiffs' class of their rights to such compensation;
- g) An injunction against Defendants, its officers, agents, successors, employees, representatives and any and all persons acting in concert with them as provided by law, from engaging in each of unlawful practices and policies set forth herein;
- h) An award of unpaid overtime wages due Plaintiffs and the Collective Action members under the FLSA and South Carolina Wage Act, plus compensatory and liquidated damages
- i) An award of liquidated and/or punitive damages as a result of Defendants' knowing and willful failure to pay wages and overtime compensation pursuant to 29 U.S.C. §216;
- p) An award of costs and expenses of this action together with reasonable attorneys' and expert fees pursuant to 29 U.S.C. §216(b) and S.C. Code Ann. § 41-10-80(c);
- q) The cost and disbursements of this action;
- r) An award of prejudgment and post-judgment fees; and
- t) Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

**JURY TRIAL DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, the Plaintiffs, on behalf of themselves and the Collective Action Members and members of the Class, demand a trial by jury on all questions of fact raised by the Complaint.

s/Stephanie H. Burton  
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February 4, 2016  
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