

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION**

JESUS MATA, individually and on behalf
of similarly situated persons,

Plaintiff,

v.

**STA MANAGEMENT, LLC d/b/a
“Domino’s Pizza,” AMER ASMAR,
NORTHWEST PROFESSIONALS,
LLC, FARMINGTON PIZZA, LLC,
NOVI TOWN PIZZA, LLC, DETROIT
PIZZA 1027, LLC, BIRMINGHAM
STA, LLC, GROSSE POINTE PIZZA
1034, LLC, EAST WARREN PIZZA,
LLC, CANTON CITY PIZZA, LLC,
PLYMOUTH PIZZA, LLC,
DOWNTOWN STA, LLC,
SOUTHFIELD STA, LLC, JACKSON
STA, LLC, STERLING HEIGHTS
STA, LLC, LATHRUP STA, LLC,
AUBURN HILLS STA, LLC,
MEXICAN TOWN PIZZA, LLC,
BRIGHTON STA, LLC, OCEOLA
PIZZA, LLC, HIGHLAND PIZZA,
LLC, UTICA PIZZA, LLC,
KENTWOOD PIZZA, LLC, NEW
BALTIMORE PIZZA, LLC, MACOMB
PIZZA, LLC, DIVISION PIZZA, LLC,
E POINTE PIZZA, LLC, ST CLAIR
PIZZA, LLC, BENSTEIN PIZZA, LLC,
CALEDONIA PIZZA, LLC, SPARTA
PIZZA, LLC, FLINT PIZZA 1151,
LLC, PIERSON PIZZA, LLC,
BALLANGER PIZZA, LLC, COURT
STREET PIZZA, LLC, HARPER**

Case No. 5:19-cv-11662

Jury Demanded

**FIRST AMENDED
COMPLAINT FOR
VIOLATIONS OF THE
FAIR LABOR STANDARDS
ACT (FLSA) AND MICHIGAN
MINIMUM WAGE LAW**

PIZZA, LLC, OXFORD PIZZA 1170, LLC, DALLY’S PIZZA, LLC, ELIZABETH LAKE PIZZA, LLC, HAGGERTY PIZZA, LLC, WASHINGTON PIZZA, LLC, LINCOLN PARK PIZZA, LLC, ELEVEN MILE PIZZA, LLC, OAK PARK PIZZA, LLC, TAYLOR PIZZA, LLC, FORT GRATIOT PIZZA, LLC, SAGINAW 1217, LLC, SAGINAW 1247, LLC, NORTH HOLLAND 1253, LLC, JENISON STA, LLC, HOLLAND 1260, LLC, GRAND RAPIDS 1261, LLC, GRAND RAPIDS 1262, LLC, GRAND RAPIDS 1263, LLC, LUXOR PIZZA, LLC, and DOES 1-10,

Defendants.

FIRST AMENDED COMPLAINT FOR VIOLATIONS OF THE FAIR LABOR STANDARDS ACT (FLSA) AND MICHIGAN MINIMUM WAGE LAW

Plaintiff Jesus Mata (“Plaintiff”), individually and on behalf of all other similarly situated delivery drivers, brings this Complaint against Defendants STA Management, LLC d/b/a “Domino’s Pizza” and Amer Asmar, and alleges as follows:

1. Defendants operate numerous Domino’s franchise stores. Defendants employ delivery drivers who use their own automobiles to deliver pizza and other food items to their customers. However, instead of reimbursing delivery drivers for the reasonably approximate costs of the business use of their vehicles, Defendants

use a flawed method to determine reimbursement rates that provides such an unreasonably low rate beneath any reasonable approximation of the expenses they incur that the drivers' wages fall below the federal minimum wage during some or all workweeks.

2. Plaintiff brings this lawsuit as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, to recover unpaid minimum wages and overtime hours owed to himself and similarly situated delivery drivers employed by Defendants at their Domino's Pizza stores.

3. Plaintiff brings this lawsuit as a class action under the Michigan minimum wage law applicable over the relevant time period (*e.g.*, MICH. COMP. LAWS § 408.411, *et seq.*, and MICH. COMP. LAWS § 408.931, *et seq.*) to recover unpaid minimum wages and overtime hours owed to himself and similarly situated delivery drivers employed by Defendants at their Domino's Pizza stores.

4. Minimum wage in Michigan has been governed by various statutes over the relevant time period, such as MICH. COMP. LAWS § 408.411, *et seq.*, and MICH. COMP. LAWS § 408.931, *et seq.* For purposes of this complaint, the applicable statutes will be referred to as "Michigan Minimum Wage Law."

Jurisdiction and Venue

5. The FLSA authorizes court actions by private parties to recover damages for violation of its wage and hour provisions. Jurisdiction over Plaintiff's FLSA claim is based on 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question).

6. Venue in this District is proper under 28 U.S.C. § 1391 because Plaintiff resides in this District, Defendants employed Plaintiff in this District, Defendants operate Domino's Pizza franchise stores in this District, and a substantial part of the events giving rise to the claim herein occurred in this District.

Parties

7. Defendant STA Management, LLC is a Michigan limited liability company, which is located in the Eastern District of Michigan, and may be served via its registered agent Amer Asmar at 29850 Northwestern Hwy, Suite 200, Southfield, MI 48034, or wherever he may be found. Defendant STA Management, LLC, together with its corporate entities and stores, comprise a "single integrated employer," as they share interrelation of operations, common management, centralized control of labor relations, coordination of delivery driver compensation policies, and/or common ownership.

8. Alternatively or cumulatively, Defendant STA Management, LLC, together with its corporate entities and stores, constitute "joint employers" because the delivery drivers' work simultaneously benefits all Defendants and each

Defendant acts directly or indirectly in the interest of all other Defendants in relation to the delivery drivers and/or Defendants are not completely dissociated with respect to the employment of the delivery drivers and may be deemed to share control of the delivery drivers, directly or indirectly, by reason of the fact that all Defendants are under common control. 29 C.F.R. § 791.2(b).

9. Defendant Amer Asmar is an owner of Defendants, served as officer of Defendants, and held managerial responsibilities and substantial control over terms and conditions of Defendants' delivery drivers' work. Further, he held the power to hire and fire, supervised and controlled work schedules and/or conditions of employment, determined rates and methods of pay and/or expense reimbursements, and maintained employment records and/or held control over employment records. Defendant Asmar may be served at 29850 Northwestern Hwy, Suite 200, Southfield, MI 48034, or wherever he may be found.

10. A list of Defendant STA Management, LLC's disclosed Defendant Stores is attached as Exhibit 1. Collectively, these known stores are referred to as "Defendant Stores."

11. Defendant Northwest Professionals, LLC, is a limited liability company maintaining its principal place of business at 29850 Northwestern Hwy. Ste. 200, Southfield, MI, 48034, which is in the Eastern District of Michigan.

12. Defendant Does 1-10 are to be identified later through discovery as corporate entities and/or individuals who, together with the other identified Defendants, form a single enterprise and/or constitute joint employers under the FLSA and state law or are otherwise liable for the conduct alleged.

13. Plaintiff was employed as a delivery driver at Defendants' store, Defendant Saginaw 1247, LLC, located at 3764 Dixie Hwy, Saginaw, MI 48601 from 2015 to 2016. Plaintiff was then employed as a delivery driver at Defendants' store, Defendant Saginaw 1217, LLC, located at 2700 State St, Saginaw, MI 48602 from 2017 to 2018. Plaintiff's consent to pursue this claim under the FLSA was already filed with the Court in this action.

General Allegations
Defendants' Business

14. Defendant STA Management, LLC, founded in 2009, is the tenth largest Domino's Pizza franchisee in the nation and owns and operates numerous Domino's Pizza franchise stores, including stores within this District.

Defendant Amer Asmar is an owner, officer, and director of corporate Defendant STA Management, LLC and Defendant Stores..

15. Defendant Asmar and individual Does are liable under the FLSA and Michigan Minimum Wage Law's broad definition of "employer" because they own the Defendant Entities, have operational control of the Defendant Entities, ultimately control significant aspects of the Defendant Entities' day-to-day functions,

ultimately control the manner and methods of employees' work, and/or ultimately control compensation of employees and Defendants' pay practices.

16. Defendants constitute a joint enterprise and apply the same pay practices to their delivery drivers.

17. Defendants employ delivery drivers who all have the same primary job duty: to deliver pizzas and other food items to customers' homes or workplaces.

Defendants' Flawed Automobile Reimbursement Policy

18. Defendants require their delivery drivers to maintain and pay for safe, legally-operable, and insured automobiles when delivering pizzas and other food items.

19. Defendants' delivery drivers incur costs for gasoline, vehicle parts and fluids, repair and maintenance services, insurance, depreciation, and other expenses ("automobile expenses") while delivering pizzas and other food items for the primary benefit of Defendants.

20. Defendants' delivery driver reimbursement policy reimburses drivers on a per-delivery basis, but the per-delivery reimbursement equates to below the IRS business mileage reimbursement rate or any other reasonable approximation of the cost to own and operate a motor vehicle. This flawed policy applies to all of Defendants' delivery drivers.

21. The result of Defendants' delivery driver reimbursement policy is a reimbursement of much less than a reasonable approximation of their delivery drivers' automobile expenses.

22. During the applicable FLSA limitations period, the IRS mileage reimbursement rate ranged between \$.535 and \$.575 per mile. Likewise, reputable companies that study the cost of owning and operating a motor vehicle and/or reasonable reimbursement rates, including AAA, have determined that the average cost of owning and operating a vehicle ranged between \$.571 and \$.608 per mile during the same period for drivers who drive 15,000 miles per year. These figures represent a reasonable approximation of the average cost of owning and operating a vehicle for business use.

23. However, the driving conditions associated with the pizza delivery business cause even more frequent maintenance costs, higher costs due to repairs associated with driving, and more rapid depreciation from driving as much as, and in the manner of, a delivery driver. Defendants' delivery drivers experience lower gas mileage and higher repair costs than the average driver used to generate the above calculations. The nature of the delivery business includes frequent starting and stopping of the engine, frequent braking, short routes as opposed to highway driving, and driving under time pressures.

24. Defendants' reimbursement policy does not reimburse delivery drivers for even their ongoing out-of-pocket expenses, much less other costs they incur to own and operate their vehicle, and thus Defendants uniformly fail to reimburse their delivery drivers at any reasonable approximation of the cost of owning and operating their vehicles for Defendants' benefit.

25. Defendants' systematic failure to adequately reimburse automobile expenses constitutes a "kickback" to Defendants such that the hourly wages paid to Plaintiff and Defendants' other delivery drivers are not paid free and clear of all outstanding obligations to Defendants.

26. Defendants fail to reasonably approximate the amount of their drivers' automobile expenses to such an extent that their drivers' net wages are diminished beneath the federal minimum wage requirements.

27. In sum, Defendants' reimbursement policy fails to reflect the realities of delivery drivers' automobile expenses.

Defendants' Failure to Reasonably Reimburse Automobile Expenses Causes Minimum Wage Violations

28. Regardless of the precise amount of the per-delivery reimbursement at any given point in time, Defendants' reimbursement formula has resulted in an unreasonable underestimation of delivery drivers' automobile expenses throughout the recovery period, causing systematic violations of the federal minimum wage.

29. Plaintiff was paid \$7.50 per hour during his employment with Defendants, including a tip credit applicable to the time he performed deliveries.

30. Michigan Minimum Wage Law, including MICH. COMP. LAWS § 408.414d and MICH. COMP. LAWS 408.934d, imposes the minimum requirements that must be established in order for an employer to take a tip credit. Defendants failed to satisfy these prerequisites.

31. The federal minimum wage has been \$7.25 per hour since July 24, 2009 and Michigan's minimum wage has been at least \$8.50 since January 1, 2016 and has periodically increased.

32. During the time Plaintiff worked for Defendants as a delivery driver, he was reimbursed \$1.06 per delivery.

33. On average, Plaintiff's roundtrip distance per delivery was approximately 3 miles. Thus, Plaintiff was paid at a rate of approximately \$.353 per mile ($\$1.06 \text{ per delivery} / 3 \text{ miles}$).

34. During the relevant time period, the IRS business mileage reimbursement rate ranged between \$.535 and \$.575 per mile, which reasonably approximated the automobile expenses incurred delivering pizzas. <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>. Using the lowest IRS rate per mile driven in effect during that period as a reasonable approximation

of Plaintiff's automobile expenses, every mile driven on the job decreased his net wages by at least \$.182 per mile (\$.535 - \$.353).

35. Plaintiff regularly made two or more deliveries per hour. Thus, using even a conservative under-estimate of Plaintiff's actual expenses and damages, every hour on the job decreased Plaintiff's net wages by at least \$1.092 (\$.182 x 6 miles driven per hour), resulting in a net hourly wage of approximately \$6.41 (\$7.50 nominal hourly pay rate - \$1.092 per hour "kickback" to Defendants = \$6.41 net hourly wage).

36. All of Defendants' delivery drivers had similar experiences to those of Plaintiff. They were subject to the same reimbursement policy; received similar reimbursements; incurred similar automobile expenses; completed deliveries of similar distances and at similar frequencies; and were paid at or near the federal minimum wage and below Michigan minimum wage before deducting unreimbursed business expenses.

37. Because Defendants paid their drivers a gross hourly wage very close to the federal minimum wage and below Michigan minimum wage, and because the delivery drivers incurred unreimbursed automobile expenses, the delivery drivers "kicked back" to Defendants an amount sufficient to cause minimum wage violations.

38. While the amount of Defendants' actual reimbursements per delivery may vary over time, Defendants are relying on the same flawed policy with respect to all delivery drivers at all of their other Domino's Pizza stores. Thus, although reimbursement amounts may differ somewhat by time or region, the amounts of under-reimbursements relative to automobile costs incurred are relatively consistent between time and region.

39. Defendants' low reimbursement rates were a frequent complaint of Defendants' delivery drivers, yet Defendants continued to reimburse at a rate much less than any reasonable approximation of delivery drivers' automobile expenses. Additionally, Defendants continued to pay their delivery drivers' wages below the Michigan minimum wage, despite periodic minimum wage increases from 2016 to 2019.

40. The net effect of Defendants' flawed reimbursement policy is that Defendants have willfully failed to pay the minimum wage to their delivery drivers. Defendants thereby enjoy ill-gained profits at the expense of their employees.

Class and Collective Action Allegations

41. Plaintiff brings this FLSA claim as an "opt-in" collective action on behalf of himself and the following class of potential FLSA opt-in litigants (the "Collective"):

All individuals who delivered pizza and other food items for any of the Defendants using their own vehicles at any time since June 5, 2016.

42. The FLSA claims may be pursued by those who opt-in to this case pursuant to 29 U.S.C. § 216(b).

43. Plaintiff, individually and on behalf of other similarly situated employees, seeks relief on a collective basis challenging Defendants' practice of failing to pay employees federal minimum wage. The number and identity of other plaintiffs yet to opt-in may be ascertained from Defendants' records, and potential class members may be notified of the pendency of this action via mail and electronic means.

44. Plaintiff and all of Defendants' delivery drivers are similarly situated in that:

- a. They have worked as delivery drivers for Defendants delivering pizzas and other food items to Defendants' customers
- b. They have delivered pizzas and other food items using automobiles not owned or maintained by Defendants;
- c. Defendants required them to maintain these automobiles in a safe, legally-operable, and insured condition;
- d. They incurred costs for automobile expenses while delivering pizzas and other food items for the primary benefit of Defendants;

- e. They were subject to similar driving conditions, automobile expenses, delivery distances, and delivery frequencies;
- f. They were subject to the same pay policies and practices of Defendants;
- g. They were subject to the same delivery driver reimbursement policy that under-estimates automobile expenses per mile, and thereby were systematically deprived of reasonably approximate reimbursements, resulting in wages below the federal minimum wage in some or all workweeks;
- h. They were reimbursed similar set amounts of automobile expenses per delivery; and
- i. They were paid at or near the federal minimum wage before deducting unreimbursed business expenses.

45. Plaintiff brings Count II as a class action pursuant to Fed. R. Civ. P. 23, on behalf of himself and as the Class Representative of the following persons (the “Class”):

All individuals who delivered pizza and other food items for any of the Defendants using their own vehicles at any time since June 5, 2016.

46. The state law claims, if certified for class-wide treatment, are brought on behalf of all similarly situated persons who do not opt-out of the Class.

47. The Class satisfies the numerosity standard as it consists of hundreds of persons who are geographically dispersed and, therefore, joinder of all Class members in a single action is impracticable.

48. Questions of fact and law common to the Class predominate over any questions affecting only individual members. The questions of law and fact common to the Class arising from Defendants' actions include, without limitation:

- a. Whether Defendants failed to pay Class members the minimum wage required by Michigan law;
- b. Whether Defendants failed to reasonably reimburse Class members for using their own vehicles to deliver Defendants' pizzas and other food items;
- c. Whether Defendants' formula and / or methodology used to calculate the payment of reimbursement for vehicle expenses resulted in unreasonable under-reimbursement to the Class members; and
- d. Whether Defendants failed to keep accurate records of deductions from Class members' wages in violation of Michigan law.

49. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior to other available methods of

state law adjudication with respect to considerations of consistency, economy, efficiency, fairness, and equity.

50. Plaintiff's claim is typical of those of the Class in that:
 - a. Plaintiff and the Class worked as delivery drivers for Defendants delivering pizzas and other food items to Defendants' customers;
 - b. Plaintiff and the Class delivered pizzas and other food items using automobiles not owned or maintained by Defendants;
 - c. Defendants required Plaintiff and the Class to maintain these automobiles in a safe, legally-operable, and insured condition;
 - d. Plaintiff and the Class incurred costs for automobile expenses while delivering pizzas and other food items for the primary benefit of Defendants;
 - e. Plaintiff and the Class were subject to similar driving conditions, automobile expenses, delivery distances, and delivery frequencies;
 - f. Plaintiff and the Class were subject to the same pay policies and practices of Defendants;
 - g. Plaintiff and the Class were subject to the same delivery driver reimbursement policy that underestimates automobile expenses per mile, and thereby were systematically deprived of reasonably

approximate reimbursements, resulting in wages below the federal and state minimum wage in some or all workweeks;

- h. Plaintiff and the Class were reimbursed similar set amounts of automobile expenses per delivery; and
- i. Plaintiff and the Class were paid at or near the federal minimum wage and below Michigan minimum wage before deducting unreimbursed business expenses.

51. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Defendants have acted or refused to act on grounds generally applicable to the Class.

52. Plaintiff is an adequate representative of the Class because he is a member of the Class and his interests do not conflict with the interests of the members of the Class he seeks to represent. The interests of the members of the Class will be fairly and adequately protected by Plaintiff and the undersigned counsel, who have extensive experience prosecuting complex wage and hour, employment, and class action litigation.

53. Maintenance of this action as a class action is superior to other available methods for fairly and efficiently adjudicating the controversy as members of the Class have little interest in individually controlling the prosecution of separate class actions, no other litigation is pending over the same controversy, it is desirable to

concentrate the litigation in this Court due to the relatively small recoveries per member of the Class, and there are no material difficulties impairing the management of a class action.

54. It would be impracticable and undesirable for each member of the Class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all Class members.

Count I: Violation of the Fair Labor Standards Act of 1938

55. Plaintiff reasserts and re-alleges the allegations set forth above.

56. The FLSA regulates, among other things, the payment of minimum wage by employers whose employees are engaged in interstate commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. §206(a).

57. Defendants are subject to the FLSA's minimum wage requirements as an enterprise engaged in interstate commerce, and their employees are engaged in commerce.

58. At all relevant times herein, Plaintiff and all other similarly situated delivery drivers have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201, *et seq.*

59. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories of employees from federal minimum wage obligations. None of the FLSA exemptions apply to Plaintiff or other similarly situated delivery drivers.

60. Under Section 6 of the FLSA, codified at 29 U.S.C. § 206, employees have been entitled to be compensated at a rate of at least \$7.25 per hour since July 24, 2009.

61. As alleged herein, Defendants have reimbursed delivery drivers less than the reasonably approximate amount of their automobile expenses to such an extent that it diminishes these employees' wages beneath the federal minimum wage.

62. Defendants knew or should have known that their pay and reimbursement policies result in failure to compensate delivery drivers at the federal minimum wage.

63. Defendants, pursuant to their policy and practice, violated the FLSA by refusing and failing to pay federal minimum wage to Plaintiff and other similarly situated employees.

64. Plaintiff and all similarly situated delivery drivers are victims of a uniform and employer-based compensation and reimbursement policy. This uniform

policy, in violation of the FLSA, has been applied, and continues to be applied, to all delivery driver employees in Defendants' Domino's Pizza stores.

65. Plaintiff and all similarly situated employees are entitled to damages equal to the minimum wage minus actual wages received after deducting reasonably approximated automobile expenses within three years from the date each Plaintiff joins this case, plus periods of equitable tolling, because Defendants acted willfully and knew, or showed reckless disregard for whether, their conduct was unlawful.

66. Defendants have acted neither in good faith nor with reasonable grounds to believe that their actions and omissions were not a violation of the FLSA, and as a result, Plaintiff and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid minimum wages under 29 U.S.C. § 216(b). Alternatively, should the Court find Defendants not liable for liquidated damages, Plaintiff and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

67. As a result of the aforesaid willful violations of the FLSA's minimum wage provisions, minimum wage compensation has been unlawfully withheld by Defendants from Plaintiff and all similarly situated employees. Accordingly, Defendants are liable under 29 U.S.C. § 216(b), together with an additional amount

as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, and costs of this action.

Count II: Failure to Pay Michigan Minimum Wage

68. Plaintiff reasserts and re-alleges the allegations set forth above.

69. At all relevant times, Defendants have been and continue to be an “employer” within the meaning of the Michigan Minimum Wage Law.

70. At all relevant times, Defendants have employed, and continue to employ “employees”, including Plaintiff and Defendants’ other delivery drivers, within the meaning of the Michigan Minimum Wage Law.

71. Plaintiff was an employee of Defendants within the meaning of the Michigan Minimum Wage Law.

72. Pursuant to the Michigan Minimum Wage Law, Defendants were required to pay Plaintiff and the Putative Plaintiffs all wages, when due, for all hours of work.

73. At all relevant times, Michigan minimum wage has been at least \$8.50.

74. At all relevant times, Defendants paid their delivery drivers \$7.50, relying on a tip credit exemption.

75. Defendants do not comply with the standards under Michigan Minimum Wage Law required to invoke a valid tip credit exemption.

76. Based on Defendants' failure to use a valid tip credit system, Defendants failed to pay their delivery drivers Michigan minimum wage.

77. Alternatively, Defendants reimbursed and continue to reimburse Plaintiff and other delivery drivers less than the reasonably approximate amount of their automobile expenses to such an extent that it diminishes these employees' wages beneath the state minimum wage.

Defendants were required to provide employees with advanced notice for wage deductions permissible by and in compliance with the Michigan Minimum Wage Law.

78. As a result of the foregoing conduct, as alleged, Defendants have failed to pay wages due under the Michigan Minimum Wage Law. As described in detail above, these unpaid wages include unreimbursed automobile expenses and inadequate wages that fell below minimum wage due to the implementation of an unreasonable reimbursement policy and improper invocation of the tip credit exemption. These violations were committed knowingly, willfully and with reckless disregard of applicable law.

79. As set forth above, Plaintiff and the Putative Plaintiffs have sustained losses and lost compensation as a proximate result of Defendants' violations. Accordingly, Plaintiff on behalf of himself and the Putative Plaintiffs, seeks

damages in the amount of unpaid earned compensation, liquidated damages, plus interest at the legal rate set forth in the Michigan Minimum Wage Law.

80. Plaintiff, on behalf of himself and the Putative Plaintiffs, seeks recovery of his attorneys' fees as provided by the Michigan Minimum Wage Law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Putative Plaintiffs collectively pray that this Honorable Court:

1. Issue an Order certifying this action as a collective action under the FLSA and designate the above Plaintiff as representative of all those similarly situated under the FLSA collective action;

2. Issue an Order certifying this action as a class action under Michigan Minimum Wage Law and designate Plaintiff as representative on behalf of all those similarly situated of the Michigan Class;

3. Award Plaintiff and the Putative Plaintiffs actual damages for unpaid wages and liquidated damages equal in amount to the unpaid compensation found due to Plaintiff and the class as provided by the Michigan Minimum Wage Law and pursuant to the FLSA, U.S.C. § 216(b);

4. Award Plaintiff and the Putative Plaintiffs pre- and post-judgment interest at the statutory rate as provided by the Michigan Minimum Wage Law and pursuant to the FLSA, U.S.C. § 216(b);

5. Award Plaintiff and the Putative Plaintiffs attorneys' fees, costs, and disbursements as provided by the Michigan Minimum Wage Law and pursuant to the FLSA, 29 U.S.C. § 216(b); and

6. Award Plaintiff and the Putative Plaintiffs further legal and equitable relief as this Court deems necessary, just, and proper.

Demand for Jury Trial

Plaintiff hereby requests a trial by jury of all issues triable by jury.

Respectfully submitted,

BLANCHARD & WALKER, PLLC

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Dated: October 1, 2019

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

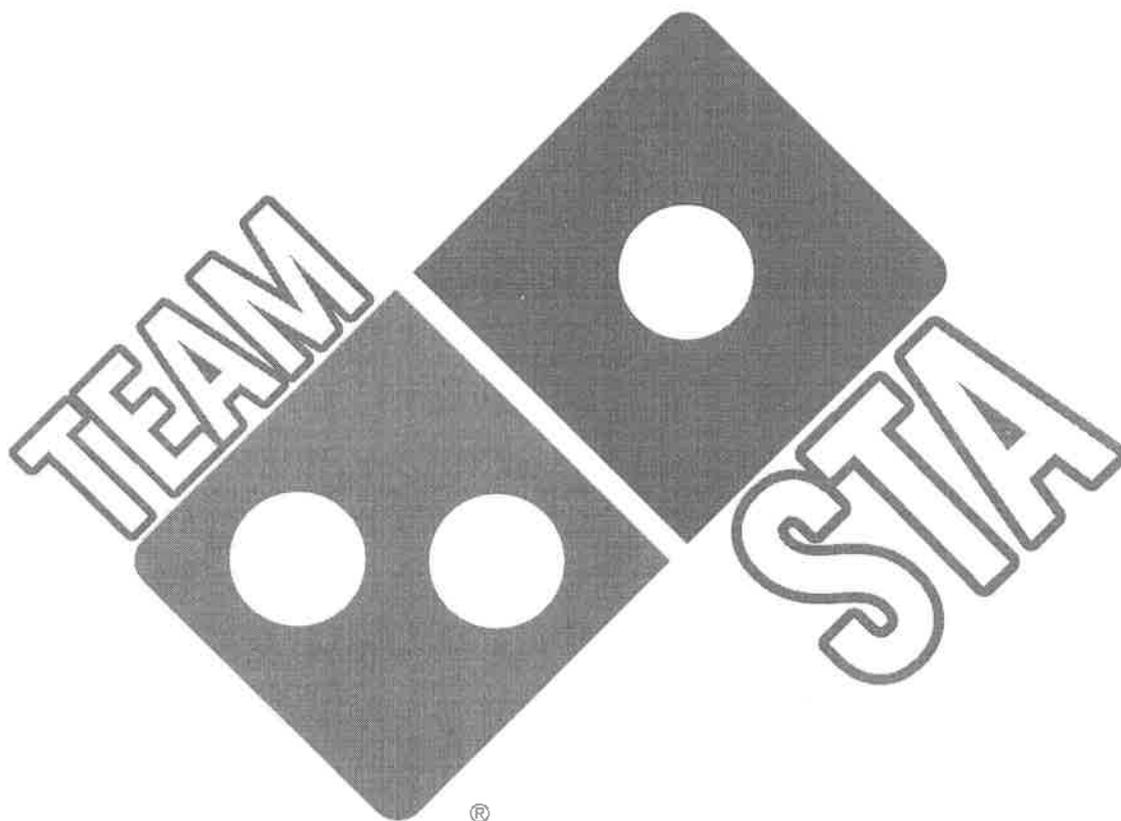
I certify that on October 1, 2019, my paralegal, Natalie Walter, electronically filed the foregoing document using the Court's ECF System, which will issue notifications of filings to all attorneys of record.

Respectfully submitted,
BLANCHARD & WALKER, PLLC

/s/ Frances J. Hollander
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STA Management, LLC.



★ Dominos Pizza Partner

Founded in 2009

☆ 10th Largest Franchisee
In the Nation

☆ Awarded & Recognized
As Domino's Strategic Growth Partner
2010, 2012 & 2014

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STA Store Master

1008	Farmington Pizza, LLC	30336 W 9 Mile Rd, Farmington MI 48336	248-471-0594
1010	Novi Town Pizza, LLC	41728 10 Mile Rd, Novi, MI 48375	248-349-9101
1027	Detroit Pizza 1027, LLC	16005 W McNichols Rd, Detroit, MI 48235	313-273-2420
1032	Birmingham STA, LLC	33692 Woodward Ave, Birmingham, MI 48009	248-540-6000
1034	Grosse Pointe Pizza 1034, LLC	20431 Mack Ave, Grosse Pointe, MI 48236	313-884-9750
1037	East Warren Pizza, LLC	17140 East Warren, Detroit, MI 48224	313-447-5838
1040	Canton City Pizza, LLC	44350 Cherry Hill Rd, Canton, MI 48187	734-844-6000

1041	Plymouth Pizza, LLC	40420 Five Mile Rd, Northville Twp, MI 48170	734- 207- 1000
1059	Downtown STA, LLC	535 Griswold St., Detroit, MI 48226	313- 962- 9100
1068	Southfield STA, LLC	29854 Northwestern Hwy, Southfield, MI 48034	248- 352- 6590
1071	Jackson STA, LLC	1236 Francis St., Jackson, MI 49203	517- 787- 0505
1077	Sterling Heights STA, LLC	2767 E. 14 Mile Rd., Sterling Heights MI 48310	586- 264- 9200
1078	Lathrup STA, LLC	28651 Southfield Rd., Lathrup Village MI 48076	248- 864- 5777
1079	Auburn Hills STA, LLC	2795 University Dr., Auburn Hills MI 48326	248- 630- 9004
1090	Mexican Town Pizza, LLC	7603 W Vernor Hwy, Detroit, MI 48209	313- 633- 0945
1094	Brighton STA, LLC	222 W Grand River, Brighton MI 48116	810- 355- 4935
1128	Oceola Pizza, LLC	1876 N Latson Rd, Howell, MI 48843	517- 376- 6940
1131	Highland Pizza, LLC	3059 Union Lake Rd, Commerce Township, MI 48382	248- 742- 1052
1132	Utica Pizza, LLC	16042 15 Mile Rd, Fraser, MI 48026	586- 541- 8686

1133	Kentwood Pizza, LLC	3151 Breton Rd. SE, Kentwood, MI 49512	616- 771- 0000
1134	New Baltimore Pizza, LLC	35346 23 Mile Rd, New Baltimore, MI 48047	586- 716- 7770
1136	Macomb Pizza, LLC	21697 21 Mile Rd, Macomb, MI 48044	586- 598- 6300
1138	Division Pizza, LLC	1025 Division Ave S, Grand Rapids, MI 49507	616- 475- 5555
1139	E Pointe Pizza, LLC	15143 E 10 Mile Rd, Eastpointe, MI 48066	586- 447- 3100
1140	St Clair Pizza, LLC	27883 Harper Ave, St. Clair Shores, MI 48081	586- 771- 2800
1141	Benstein Pizza, LLC	740 Benstein Rd, Commerce Twp, MI 48390	248- 960- 0600
1142	Caledonia Pizza, LLC	8980 North Rodgers Ct. SE, Caledonia MI 49316	616- 891- 9700
1148	Sparta Pizza, LLC	630 S State St, Sparta MI 49345	616- 887- 8000
1151	Flint Pizza 1151, LLC	4402 Fenton Rd, Flint, MI 48507	810- 234- 5333
1158	Pierson Pizza, LLC	5040 W Pierson Rd, Flint, MI 48504	810- 733- 1234
1159	Ballanger Pizza, LLC	2113 S Ballenger Hwy, Flint, MI 48503	810- 341- 1111

1161	Court Street Pizza, LLC	3718 E Court St, Flint, MI 48506	810-715-1111
1163	Harper Pizza, LLC	35785 Harper Ave, Clinton Twp, MI 48035	586-791-5900
1170	Oxford Pizza 1170, LLC	979 S Lapeer Rd, Oxford, MI 48371	248-628-3202
1182	Dallys Pizza, LLC	6115 E 10 Mile, Warren, MI 48091	586-619-9590
1183	Elizabeth Lake Pizza, LLC	3925 Elizabeth Lake Rd, Waterford, MI 48328	248-681-8700
1184	Haggerty Pizza, LLC	6081 Haggerty, West Bloomfield, MI 48322	248-313-9111
1185	Washington Pizza, LLC	55025 Van Dyke Rd., Shelby Township MI 48316	586-677-1400
1187	Lincoln Park Pizza, LLC	1318 Dix Hwy, Lincoln Park, MI 48146	313-382-3000
1188	Eleven Mile Pizza, LLC	1317 E Eleven Mile Rd, Royal Oak, MI 48067	248-691-9000
1189	Oak Park Pizza, LLC	13735 W 9 Mile Rd, Oak Park, MI 48237	248-543-3800
1190	Taylor Pizza, LLC	7126 Pardee Rd, Taylor, MI 48180	313-299-9400
1192	Fort Gratiot Pizza, LLC	4019 24th Ave, Fort Gratiot, MI 48059	810-385-1600

1217	Saginaw 1217, LLC	2700 State St, Saginaw, MI 48602	989- 792- 0030
1247	Saginaw 1247, LLC	3764 Dixie Hwy, Saginaw MI 48601	989- 746- 6000
1253	North Holland 1253, LLC	264 North River Ave, Holland, MI 49424	616- 392- 4999
1259	Jenison STA, LLC	314 Baldwin St, Jenison, MI 49428	616- 667- 1100
1260	Holland 1260, LLC	738 Michigan Ave, Holland, MI 49423	616- 392- 4556
1261	Grand Rapids 1261, LLC	1335 Lake Dr SE, Grand Rapids MI 49506	616- 774- 2293
1262	Grand Rapids 1262, LLC	3596 Clyde Park Ave SW, Wyoming, MI 49509	616- 530- 8080
1263	Grand Rapids 1263, LLC	619 Leonard St NW, Grand Rapids, MI 49504	616- 791- 2333
1297	Luxor Pizza, LLC	10437 W McNichols, Detroit, MI 48221	313- 340- 9452
2584	Granger 2584, LLC	51160 Bittersweet Rd., Granger, IN 46530	574- 271- 8885
2588	Mishawaka Pizza 2588, LLC	920 S Merrifield Ave, Mishawaka, IN 46544	574- 257- 1700

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