

UNITED STATE DISTRICT COURT
DISTRICT OF CONNECTICUT

RUTH DIXON,
ISHEA ANDERSON-RODRIGUEZ, ANDRE SMITH,
MAHAGANY BIVENS, SHANTEEMA PALLET,
KENNY FORD, KATRINA CHARLES,
LESLIE GOMEZ

Plaintiffs

vs.

SCOTT ZABKA, Individually,
S.Z. ENTERPRISES, INC., and
SCOTT FETZER COMPANIES d/b/a KIRBY

Defendants

JUNE 20, 2011

COMPLAINT

PRELIMINARY STATEMENT

1. This is an action brought by Defendants’ current and former employees seeking compensatory and punitive damages for Defendants’ fraudulent recruitment and hiring practices and failure to pay minimum wage and overtime as required by state and federal statutes.

2. Plaintiffs bring this case pursuant to the Fair Labor Standards Act of 1938 (“FLSA”), 29 U.S.C. § 201 et seq., Connecticut’s Wage Payment Laws, Conn. Gen. Stat. § 31-58 et. seq. and Connecticut tort law.

3. Defendants promote and sell high-end vacuum cleaners in Connecticut from their local office in Orange, Connecticut. Defendants recruited Plaintiffs and other job applicants to work for them by fraudulently misrepresenting their business and the terms and conditions of employment. Among other things, Defendants promised \$500-\$800 in pay per week, characterized the work as a management-training program and characterized their business as an appliance outlet or home maintenance company. Not only did Defendants fail to pay \$500 per week, they paid only a fraction of the amount owed by law. In reliance on Defendants' continued false misrepresentations, Plaintiffs worked without proper compensation and offered up their own family and friends to Defendants as sales prospects. Defendants led Plaintiffs to believe that promised paychecks, bonuses, and prizes were around the corner. But as Defendants knew all along, nothing was around the corner. Plaintiffs and other employees, hoping to earn a living during hard times, held on until they were either broke or figured the business for a scam. Defendants themselves enjoyed and profited from Plaintiffs' free labor. Plaintiffs seek relief for Defendants' violations alleged below.

JURISDICTION AND VENUE

4. The Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b). This Court also has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

5. Venue is proper in the District of Connecticut pursuant to 28 U.S.C. § 1391(b) (2), because a substantial part of the events or omissions giving rise to the claims occurred within this judicial district.

PLAINTIFFS

6. Plaintiffs Ruth Dixon, Ishea Anderson-Rodriguez, Mahogany Bivens, Kenny Ford, Shanteema Pallet, Andre Smith, Katrina Charles and Leslie Gomez were, at all times relevant to the Complaint, Connecticut residents and either job recruits or *employees* of Defendants, as that term is defined by the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and by Connecticut Wage and Hour Law, Conn. Gen. Stat. §§ 31-58(f), 31-71a(2) and 31-76b(3). Plaintiffs worked for Defendants during 2010 and 2011.

DEFENDANTS

7. Defendant Scott Zabka (hereinafter “Zabka”) is and was at all times relevant to the Complaint a resident of Connecticut, a distributor of Kirby-brand vacuum cleaners, and doing business as S.Z. Enterprises. His office is located in Orange, Connecticut (hereinafter “the Orange office”).

8. Defendant S.Z. Enterprises (hereinafter “SZE”) is and was at all times relevant to the Complaint a Connecticut-based corporation owned, dominated and controlled by its president and director, Defendant Zabka. Its sole business has always been the marketing and selling of Kirby-brand vacuum cleaners in Connecticut.

9. Defendant The Scott Fetzer Company d/b/a Kirby (hereinafter “Kirby”) is and was at all times relevant to the complaint incorporated in the State of Delaware, with its principal place of business in Ohio, and has purposefully directed its activities in interstate commerce and knew or should have known that its actions would have an impact upon Connecticut citizens. The Scott Fetzer Company does business as “The Kirby Company.”

10. Defendant Kirby only sells its vacuums and related products through a “Company Marketing System,” a personnel system, and a business system implemented at their 500

authorized regional distributors.

11. Defendant Kirby conditionally appointed Defendants Zabka and SZE as the sole distributor of its products in most or all of Connecticut in 1999.

12. Defendants Kirby conditioned that appointment on Defendants Zabka's and SZE's acceptance of the former's control and domination of the business and personnel policies.

For example, Defendants Zabka and SZE were required to:

- a) Sell Kirby products "in accordance with the Company's Marketing System";
- b) Train employees to work in accordance with the "Company Marketing System";
- c) Recommend a minimum number of employees to Kirby each year for appointment as authorized distributors;
- d) Sign contracts with employees that terminate automatically upon the expiration of Kirby's own relationship with Defendants Zabka or SZE;
- e) Maintain a certain number of hires and sales;
- f) Maintain financial and other records in accordance with Defendant Kirby's needs and make them available for inspection;
- g) Sell financing through Kirby-owned United Consumer Financial Services (hereinafter "UCFS"), the exclusive financier of Kirby products.

13. Defendant Kirby further controlled and dominated Defendants Zabka and SZE by providing lawyers, personnel policies, marketing assistance, training materials, promotional and advertising materials, customer service support, and potential customer leads through toll-free numbers and internet websites.

CLASS ALLEGATIONS

14. Plaintiffs bring this action individually and as an opt-in collective action pursuant to 29 U.S.C. Sec. 216(b) on behalf of a class of all individuals who worked for Defendants Zabka and SZE at any time in the three years prior to the filing of the Complaint who Defendants did not pay appropriately for all hours worked as demanded by the Fair Labor Standards Act.

15. Plaintiffs also bring this action individually and as an opt-out class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of a class of all individuals who worked for Defendants at any time in the two years prior to the filing of the Complaint to whom Defendants failed to pay Connecticut-mandated minimum wage and overtime and/or who were fraudulently induced into employment by Defendants' intentional misrepresentations about the nature of the work, the rate of pay, sign-on bonuses.

16. This action satisfies the requirements of Rule 23(a), in that:

- A. The proposed Plaintiff class is so numerous that joinder of all individuals is impracticable;
- B. There are questions of law and/or fact common to the members of the proposed class including, but not limited to, Defendants' failure to pay the minimum wage and overtime required by Connecticut's Wage and Hour Law and the fraudulent misrepresentations made to class members to induce them to accept employment with Defendants;
- C. The claims of the Plaintiffs are typical of the claims of the proposed class;
- D. Plaintiffs will fairly and adequately protect the interests of the class; and

17. This action satisfies the requirements of Rule 23(b), Fed.R.Civ.P because the questions of law and/or fact common to 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.

FACTS

18. The following allegations in the Complaint regarding Defendants' operations, actions, and omissions were and are true at all times relevant to the Complaint, unless otherwise specified.

Defendants Used And Profited From Fraudulent Recruitment and Hiring Practices

19. Defendants principally recruited and hired for two positions at the Orange office:

a) So-called "Independent Dealers" worked both in the office and on the road.

They solicited referrals from homeowners, distributed promotional materials door-to-door, playacted a scripted product promotion designed to induce homeowners to buy Defendants' products, and attended mandatory training and daily meetings.

b) Appointment Setters worked in the office telephonically soliciting referrals and setting up appointments for the Independent Dealers.

20. Defendants Zabka and SZE did not intend that either Independent Dealers or Appointment Setters would work as part of a management-training program, nor did they intend to pay either class of employee \$500-\$800 per week. Defendants also knew that their business could not be truthfully characterized as an "appliance outlet" or "home maintenance company." Nevertheless, Defendants routinely posted newspaper and online advertisements representing exactly those things in order to induce Plaintiffs and others to rely on those false statements.

21. Plaintiffs and other job applicants responded to the advertisements and interviewed at the Orange office. At the interview, Defendants Zabka and SZE were deliberately vague about the job or jobs for which they were hiring, how Plaintiffs would be paid, for what

work they would be paid, and when they could expect their first check. Defendants offered jobs to virtually everyone, including the Plaintiffs, on the spot. Defendants hired Plaintiffs and others before conducting background checks or calling references, and made further promises of wages, bonus, and prizes they had no intention of keeping.

22. During the course of employment, Defendants Zabka and SZE continued to promise wages, bonuses, and prizes they never intended to pay. For example, they promised Independent Dealers compensation for performing 15 product demonstrations in a week, but foreclosed the possibility that Plaintiffs could reach that goal by scheduling too-few appointments. They promised Appointment Setters a bonus if they worked a certain number of full-time days in a row, but foreclosed the possibility that Plaintiffs could reach that goal by sending them home early on certain days.

23. Defendant Kirby directed, conspired to implement, and aided and abetted Defendants Zabka and SZE in these continued misrepresentations with any eye towards profiting off of them. For example:

a) Defendants agreed to use fraudulent misrepresentation during the recruitment process and agreed to profit off of unpaid labor throughout the employment relationship with Plaintiffs;

b) Defendant Kirby designed personnel policies which included fraudulent job postings and rules designed to profit from unpaid labor and disseminated them to distributorships across the country -- including to Defendants Zabka and SZE --with an expectation that those policies would be followed;

c) As a result, Defendants Zabka and SZE implemented those policies and Plaintiffs were harmed.

24. In reliance on these fraudulent misrepresentations during the recruitment process, hiring process, and course of employment, Plaintiffs and other employees agreed to work for Defendants and continued to work for Defendants until they realized they had been scammed or simply went broke.

Defendants implemented personnel policies designed to avoid paying employees

25. Defendants did not classify Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith, or other Independent Dealers as employees, but as independent contractors. These employees were anything but independent, in large part because of their role within the Company Marketing System:

- a) Defendants required employees to playact an elaborate product promotion for those homeowners, referred to as the 10-Step Demo Sequence;
- b) Defendants prohibited employee use of any promotion or sales technique they did not require, leaving no air in-between for independent judgment;
- c) Defendants required employees to report to the Orange office every morning, six days a week, to participate in two-hour meetings;
- d) Defendants required employees to travel only to homes chosen by Defendants;
- e) Defendants required employees to collect new referrals from homeowners for Defendants' benefit, and not their own; and
- f) Defendants prohibited employees from negotiating prices.

26. Defendants did not pay Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith, or any other Independent Dealers for a week-long training at which they learned the ins and outs of the Company Marketing System, including the 10-Step Demo Sequence. That training was

entirely for Defendants' benefit and useful only for themselves; Defendants hammered home the message that Independent Dealers had no independent authority, no discretion to deviate from the script, to negotiate a price for Kirby products, or consummate a sale – even for list price.

27. During training, Defendants – intent on profiting even off workers who don't stick around past the first week – required Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other new Independent Dealers to perform the 10-Step Demo Sequence for their friends and family. Defendants calculated that family members would buy things – especially very expensive things they don't need – in order to help out their loved ones at a new job. That calculation was correct: the mothers of Plaintiffs Ford, Charles and Smith purchased Defendants' vacuums, as did Plaintiff Dixon's daughter and Plaintiff Anderson-Rodriguez's family friend.

28. At the training, Defendants promised to pay Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers \$500 per week for the completion of fifteen home product demonstrations and also promised to pay commissions for demonstrations that resulted in a vacuum purchase.

Defendants Did Not Pay Independent Dealers For Their Work

29. After the week of training was complete, Defendants required Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers to attend mandatory two-hour morning staff meetings six mornings a week. At those meeting, Defendants distributed appointments and led songs in praise of Defendant Kirby. Neither Plaintiffs nor any other worker was paid for time spent at those meetings.

30. If there were no appointments available on a given morning, Defendants instructed Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers to remain on

site until one became available. Independent Dealers were required to, and often did, spend hours each day attending meetings and waiting for appointments in the Orange office. If there were appointments available, Independent Dealers drove to those appointments. Independent Dealers provided their own transportation and were not reimbursed for mileage or gas.

31. If a homeowner was not available for an appointment, Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers received no credit for having done a demonstration. Defendants prohibited Independent Dealers from calling ahead to make sure that potential buyers were in fact home, which resulted in fewer demonstrations for each Independent Dealer. When a homeowner was available, Independent Dealers playacted the 10-step Demo Sequence and cleaned the homeowner's carpet.

32. After completing a given demonstration, Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers were required to call the office for their next appointment. If none were available, Independent Dealers were instructed to remain in the vicinity until receiving further instructions from the Defendants.

33. During the time between home visits, or if a homeowner was not at home for an appointment, Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers were expected to go door-to-door leaving cards asking homeowners to register for a contest to win free groceries or to receive a fruit basket. The cards were intended to obtain the names and phone numbers of prospective customers.

34. In a typical day, Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers spent more time in meetings, sitting in the Orange office, distributing coupons, travelling, and waiting for Defendants' instructions than trying to induce sales to particular homeowners through the 10-Step Demo.

35. Defendants did not pay Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith or other Independent Dealers a dime for time spent in meetings, waiting at the Orange office, travelling, waiting in their cars, distributing promotional materials door-to-door, or performing home demonstrations.

36. Defendants did not pay Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith Independent Dealers or other Independent Dealers any compensation at all unless a product demonstration resulted in a sale, because Defendants foreclosed the possibility of any Independent Dealer performing fifteen product demonstrations in a week and earning the bonus.

37. As a result of these personnel policies, Defendants paid Plaintiff Anderson-Rodriguez a total of \$85 for three weeks of work at seventy hours a week, Plaintiff Ford \$200 for three weeks of more than full-time work, Plaintiff Smith \$200 for three weeks of more than full-time work, and Plaintiff Dixon \$25 for four weeks of more than full-time work. Defendants eventually paid Dixon for trainings and mandatory meetings in a response to a demand by the Connecticut Department of Labor. Defendants did not pay any Plaintiff the promised \$500 per week.

38. Plaintiffs Anderson-Rodriguez, Dixon, Ford, Smith and other Independent Dealers were not authentic outside salespeople exempt from wage-and-hour protections because:

a) Defendants did not hire Plaintiffs or other Independent Dealers as salespeople. No prior sales experience was expected or required at the time of hiring;

b) Defendants themselves described the work of Independent Dealers as survey or promotional work: “We are not a cleaning service. The Kirby Company sponsors the cleaning; they pay our representatives to advertise the Kirby machine. The representative will show [you] a little bit about the Kirby and get your comments and

opinions about it and in exchange for your time [that's why] we'll do the entire cleaning for you at no charge.”;

c) Independent Dealers spent the majority of their workweek doing something other than home demonstrations, as described above;

d) Independent dealers had no freedom from direct supervision, even during home demonstrations. Defendants required them to call the office no fewer than five times during a demonstration, and Independent Dealers had no authority to negotiate a price or consummate a sale independently; and

e) For a portion of their work day, Independent Dealers were doing work that other people were paid to do; soliciting referrals.

Appointment Setters Also Were Not Paid For All of Their Work

39. Defendants required Appointment Setters, including Plaintiffs Anderson-Rodriguez, Bivens, Pallet, Gomez and Charles, to do an extensive training for which they paid nothing.

40. Defendants advised Plaintiffs Anderson-Rodriguez, Bivens, Pallet, Gomez and Charles and other Appointment Setters that they were subject to termination if they failed to schedule at least one appointment per hour on weekdays and two appointments per hour on weekends. If an Appointment Setter was not able to reach this goal by the middle of a given day, s/he was either sent home early or given the “opportunity” to work off-the-clock to try and meet the quota and preserve her employment. When Defendants’ phones went down, they instructed the Appointment Setters to clock out until the phones were repaired. Defendants did not pay Plaintiffs Gomez, Bivens, or any other Appointment Setter for time spent working off-the-clock at their instruction.

41. Defendants required Plaintiffs Anderson-Rodriguez, Bivens, Pallet, Gomez and Charles and other Appointment Setters to attend mandatory staff meetings every Saturday afternoon. Defendants directed their Appointment Setters to clock out when they finished their shift and did not pay them for attending those meetings.

42. Defendants did not pay Plaintiffs Anderson-Rodriguez, Bivens, Pallet, Gomez and Charles or other Appointment Setters overtime pay when they worked more than 40 hours per week.

43. When Defendants terminated Plaintiffs Anderson-Rodriguez, Bivens, Pallet, Gomez and Charles or another Appointment Setter, they did not issue their final paychecks within twenty-four hours as required by state wage and hour law.

44. Defendants acted as *joint employers* of Plaintiffs and all employees working out of the Orange office, as that term is defined in the Fair Labor Standards Act and Connecticut Minimum Wage Act, because:

a) Those employees used Kirby equipment, including not just the vacuums and related products but also the elements of the Company Marketing System, including the scripts and props used by Appointment Setters and Independent Dealers to promote Kirby products;

b) Defendants Zabka and SZE could not shift their business from Kirby to another corporation;

c) The work of those employees was integral to Kirby's business;

d) Defendant Kirby directed Defendants SZE and Zabka to recruit, supervise, and compensate those employees in a particular manner designed to maximize profits for Kirby itself, and had the power to discipline SZE and Zabka for failure to do so; and

e) Defendants Zabka and SZE reported directly to Kirby employees whose compensation from Kirby depended in whole or in part on the financial success of Defendants Zabka and SZE.

NEED FOR INJUNCTIVE RELIEF

45. The work and pay records of the Plaintiffs and members of the Plaintiffs' opt-in collective action 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 by the regulations of the United States Department of Labor to maintain and preserve 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 to avoid irreparable injury.

CLAIMS FOR RELIEF

COUNT ONE:

FAIR LABOR STANDARDS ACT – FAILURE TO PAY MINIMUM WAGE
(Individual and Collective Action against All Defendants)

47. As explained in Paragraphs 5, 25, and 44 of the Complaint, Plaintiffs and members of the Plaintiff opt-in collective action were jointly employed by all Defendants.

48. Defendants' failed or refused to pay Plaintiffs and members of the Plaintiff opt-in collective action at a rate equal to or greater than the federal minimum hourly wage for all hours worked, which violated the Fair Labor Standards Act, 29 U.S.C. § 206.

49. As a result of Defendants' failure or refusal to pay the federal minimum wage, Plaintiffs and members of the Plaintiff opt-in collective action suffered a loss of wages owed.

50. Defendants' failure or refusal to pay Plaintiffs and others the federal minimum wage for all hours worked was knowing, intentional, done in bad faith and evidences a willful

disregard for the rights of the Plaintiffs and members of the Plaintiffs' opt-in collective action under the Fair Labor Standards Act.

COUNT TWO:
FAIR LABOR STANDARDS ACT – FAILURE TO PAY OVERTIME
(Individual and Collective Action against All Defendants)

51. As explained in Paragraphs 5, 25, and 44 of the Complaint, Plaintiffs and members of the Plaintiff opt-in collective action were jointly employed by all Defendants.

52. Defendants' failure or refusal to pay Plaintiffs and members of the Plaintiff opt-in collective action overtime at a rate equal to or greater than one and one half times their regular hourly rate for hours worked in excess of forty hours a week violated the Fair Labor Standard Act, 29 U.S.C. § 207.

53. As a result of Defendants' failure or refusal to pay overtime, Plaintiffs and members of the Plaintiff opt-in collective action suffered a loss of wages owed.

54. Defendants' failure or refusal to pay Plaintiffs overtime when due was knowing, intentional, done in bad faith and evidences a willful disregard for the rights of the Plaintiffs and members of the Plaintiffs' opt-in collective action under the Fair Labor Standards Act.

COUNT THREE:
CONNECTICUT WAGE PAYMENT LAWS – FAILURE TO PAY MINIMUM WAGE
(Individual and Class Action against All Defendants)

55. As explained in Paragraphs 5, 25, and 44 of the Complaint, Plaintiffs and members of the Plaintiff opt-in collective action were jointly employed by all Defendants.

56. Defendants failed or refused to pay Plaintiffs and members of the Plaintiff class at a rate equal to or greater than the Connecticut minimum hourly wage for all hours worked in violation of Conn. General Statutes § 31-58(j).

57. As a result of Defendants' failure or refusal to pay the Connecticut minimum

wage, Plaintiffs suffered a loss of wages owed.

58. Defendants' failure or refusal to pay Plaintiffs the Connecticut minimum wage was knowing, intentional, done in bad faith and evidences a willful disregard for the rights of the Plaintiffs and members of the Plaintiff class under Connecticut's wage payment laws.

COUNT FOUR:
CONNECTICUT WAGE PAYMENT LAWS – FAILURE TO PAY OVERTIME
(Individual and Class Action against All Defendants)

59. As explained in Paragraphs 5, 25, and 44 of the Complaint, Plaintiffs and members of the Plaintiff opt-in collective action were jointly employed by all Defendants.

60. Defendants failed or refused to pay Plaintiffs and members of the Plaintiff class overtime, at a rate equal to or greater than one and one half times their regular hourly rate for hours worked in excess of forty hours a week, in violation of Conn. General Statutes § 31-76c.

61. As a result of defendants' refusal or failure to pay overtime, Plaintiffs suffered a loss of wages owed.

62. Defendants' failure or refusal to pay Plaintiffs overtime when due was knowing, intentional, done in bad faith and evidences a willful disregard for the rights of the Plaintiffs and members of the Plaintiff class under Connecticut's wage payment laws.

COUNT FIVE:
CONNECTICUT WAGE PAYMENT LAWS – FAILURE TO PAY WAGES TO
TERMINATED EMPLOYEES BY THE NEXT BUSINESS DAY
(Individual and Class Action against All Defendants)

63. Upon terminating their employment, defendants failed or refused to pay Plaintiffs and members of the Plaintiff class all wages owed them by the next business day, in violation of Conn. General Statutes § 31-76c(b).

64. Defendants' failure or refusal to pay to pay Plaintiffs' wages when due was knowing, intentional, done in bad faith and evidences a willful disregard for the rights of the

Plaintiffs and members of the Plaintiff class under Connecticut's wage payment laws.

COUNT SIX:
FRAUDULENT MISREPRESENTATION
(Individual and Class Action against all Defendants)
(Conspiracy and Aiding and Abetting Liability against Defendant Kirby)

65. As alleged in Paragraphs 20 through 26 of the Complaint, Defendants fraudulently misrepresented the nature of their business and the terms and conditions of employment to Plaintiffs and members of the Plaintiff class.

66. Plaintiffs and the members of the Plaintiff class relied on Defendants' fraudulent misrepresentations and only began and continued working for Defendants based on those misrepresentations. As a result of that reliance, Plaintiffs and their class suffered damages.

67. Defendant Kirby, conspired to implement, and aided and abetted the posting of those fraudulent newspaper and online advertisements by Defendants Zabka and SZE.

COUNT SEVEN
UNJUST ENRICHMENT
(Individual and Class Action Against All Defendants)
(Conspiracy and Aiding and Abetting Liability against Defendant Kirby)

68. Defendants' deception and violation of state and federal wage payment laws enabled them to benefit from the Plaintiffs' hours of work by realizing profit from the sales of its products with artificially low labor costs.

69. Defendants have not provided this benefit to Plaintiffs or the Plaintiff class.

70. Defendants' conduct has caused Plaintiffs and their class to suffer the loss of the value of their labor.

71. Defendant Kirby directed, conspired to implement, and aided and abetted the company policies and practices that led to this unjust enrichment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court award Plaintiffs and members of Plaintiffs' opt-in collective action and/or members of Plaintiffs' class:

1. A declaratory judgment that defendants violated the federal Fair Labor Standards Act by:
 - a. Treating Independent Dealers ("Independent Dealers") as independent contractors and not as employees of defendants and failing to pay them minimum wage for all hours worked and overtime (i.e. time and a half) for all hours worked in excess of 40 hours per week.
 - b. Not paying Appointment Setters ("Appointment Setters") at least minimum wage for time spent in training and for all mandatory meetings with defendants' managers and for not paying them overtime (i.e. time and a half) for all hours worked in excess of 40 hours per week.
2. Monetary damages for unpaid minimum wages and overtime, plus liquidated damages in an equal amount and interest, as provided by 29 U.S.C. § 216(b), in an amount to be determined at trial;
3. Monetary damages for unpaid minimum wages and overtime, plus liquidated damages in an equal amount and interest, as provided by C.G.S. § 31-68(a), in an amount to be determined at trial;
4. Monetary damages for unpaid wages upon termination of employment, plus liquidated damages in an equal amount and interest, as provided by CGS § 31-72, in an amount to be determined at trial;
5. Compensatory damages and interest for defendants' violations of Connecticut common law, in an amount to be determined at trial;

6. All unpaid pay increases not provided to those Plaintiffs who were Appointment Setters and all unpaid “sign up” bonuses for those Plaintiffs who worked more than 30 days straight as an Appointment Setter and all unpaid bonuses for sales resulting from appointments they made;
7. All unpaid bonuses earned by those Plaintiffs who were Independent Dealers including the promised \$500 per week bonus for product demonstrations; bonuses for showing products for which a sale is made; and bonuses for showing products which are sold with financing through UCFS;
8. Any benefit unjustly obtained by defendants from Plaintiffs;
9. Punitive damages;
10. Prejudgment and post-judgment interest;
11. Reasonable attorneys’ fees and costs; and
12. Such other relief as the Court deems appropriate

THE PLAINTIFFS

By /s/Susan Nofi-Bendici,
/s/ James Bhandary-Alexander and /s/Shelley White
Susan Nofi-Bendici (ct17611)
James Bhandary-Alexander (ct28135)
Shelley White (ct05727)
New Haven Legal Assistance Assoc.
426 State Street
New Haven, CT 06510
(203) 946-4811
(203) 498-9271 fax
Email: snofi-bendici@nhlegal.org
Email: jbhandary-alexander@nhlegal.org
Email: swhite@nhlegal.org

Their Attorneys

CERTIFICATE OF SERVICE

I hereby certify that on June 20, 2011, a copy of the foregoing Complaint was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/Susan Nofi-Bendici,
/s/ James Bhandary-Alexander and /s/Shelley White