

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

THOMAS E. PEREZ, Secretary of Labor,
 United States Department of Labor,

 Plaintiff,

 v.

RINKY SHARMA, BOBBY SINGH,
SKYEXPRESS TRAVEL PLAZA, INC.,
d/b/a PLAZA 30, SKY PETROLEUM, INC.,
d/b/a GROVERTOWN TRAVEL PLAZA,
and d/b/a MICHIGAN CITY GROCERY
SHOPPE, AMAN GROUP, LLC,
d/b/a MARATHON STOP AND SHOP,
 Defendants.

Civil action no.:

 Legal and equitable relief sought

COMPLAINT

Plaintiff, Thomas E. Perez, Secretary of Labor, United States Department of Labor, brings this action to enjoin defendants Rinky Sharma, Bobby Singh (collectively “individual defendants”); and Skyexpress Travel Plaza, Inc., d/b/a Plaza 30 (“Skyexpress”), Sky Petroleum, Inc., d/b/a Grovertown Travel Plaza, and d/b/a Michigan City Grocery Shoppe (“Sky Petroleum”), and Aman Group, LLC, d/b/a Marathon Stop and Shop (“Aman”), (collectively “corporate defendants”) from violating the provisions of sections 7, 11 and 15 of the Fair Labor Standards Act of 1938, as Amended (29 U.S.C. § 201, *et seq.*), (hereinafter “the Act”), pursuant to section 17 of the Act; and to recover unpaid overtime compensation owing to individual and

corporate defendants' employees, together with an equal amount as liquidated damages, pursuant to section 16(c) of the Act.

I

Jurisdiction of this action is conferred upon the court by sections 16(c) and 17 of the Act and 28 U.S.C. § 1345.

II

A. Defendant Skyexpress is and, at all times hereinafter mentioned, was a corporation with an office and a place of business in Wanatah, Indiana, LaPorte County, within the jurisdiction of this court, and is and, at all times hereinafter mentioned, was engaged under the name and style of Plaza 30 in the operation of a travel plaza and gas station and in the performance of related types of activities.

B. Defendant Sky Petroleum is and, at all times hereinafter mentioned, was a corporation with an office and a place of business in Grovertown, Indiana, Starke County, within the jurisdiction of this court, and is and, at all times hereinafter mentioned, was engaged under the names and styles of Grovertown Travel Plaza and Michigan City Grocery Shoppe in the operation of a travel plaza and gas station and in the performance of related types of activities.

C. Defendant Aman is and, at all times hereinafter mentioned, was a limited liability company with an office and a place of business in LaPorte, Indiana, LaPorte County, within the jurisdiction of this court, and is and, at all times hereinafter mentioned, was engaged under the name and style of Marathon Stop and Shop in the operation of a travel plaza and gas station and in the performance of related types of activities.

D. Defendant Sharma, an individual, is the 50% owner of defendants Skyexpress, Sky Petroleum, and Aman, and, at all times hereinafter mentioned, actively supervised the day-to-day operations and management of the corporate defendants in relation to employees, including, but not limited to supervising employees, managing payroll, and running corporate operations. At all times hereinafter mentioned, defendant Sharma was engaged in business within LaPorte County within the jurisdiction of this court. Sharma acted directly or indirectly in the interest of Skyexpress, Sky Petroleum and Aman in relation to employees and is an employer within the meaning of section 3(d) of the Act.

E. Defendant Singh, an individual, is the 50% owner of defendants Skyexpress, Sky Petroleum, and Aman, and, at all times hereinafter mentioned, actively supervised the day-to-day operations and management of the corporate defendants in relation to employees, including, but not limited supervising employees, managing payroll, and running corporate operations. At all times hereinafter mentioned, defendant Singh was engaged in business within LaPorte County within the jurisdiction of this court. Singh acted directly or indirectly in the interest of Skyexpress, Sky Petroleum, and Aman in relation to employees and is an employer within the meaning of section 3(d) of the Act.

III

Each corporate defendant is and, at all times hereinafter mentioned, was engaged in related activities performed through unified operation or common control for a common business purpose, and each is and, at all times hereinafter mentioned, was an enterprise within the meaning of section 3(r) of the Act.

IV

Each corporate defendant is and, at all times hereinafter mentioned, was an enterprise engaged in commerce or in the production of goods for commerce within the meaning of section 3(s)(1)(A) of the Act in that each enterprise at all times hereinafter mentioned had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that each enterprise has and has had an annual gross volume of sales made or business done of not less than \$500,000.

V

Defendants Aman and Sky Petroleum are joint employers within the meaning of the Act in that they have an arrangement to share or interchange employees' services, act directly or indirectly in the interest of the other in relation to employees, and share control of employees, in part, because they are under the common control of the individual defendants.

VI

Individual defendants and Sky Express repeatedly violated the provisions of sections 7 and 15(a)(2) of the Act, by employing many of their employees who in workweeks were engaged in commerce or in the production of goods for commerce, or who were employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, as aforesaid, for workweeks longer than forty hours without compensating said employees for their employment in excess of forty hours per week during such workweeks at rates not less than one and one-half times the regular rate at which they were employed. Specifically,

individual defendants and Sky Express paid several employees their regular rate for hours worked in excess of 40 in a workweek since October 30, 2015.

VII

Individual defendants and Sky Petroleum repeatedly violated the provisions of sections 7 and 15(a)(2) of the Act, by employing many of their employees who in workweeks were engaged in commerce or in the production of goods for commerce, or who were employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, as aforesaid, for workweeks longer than forty hours without compensating said employees for their employment in excess of forty hours per week during such workweeks at rates not less than one and one-half times the regular rate at which they were employed. Specifically, individual defendants and Sky Petroleum:

- A.** Paid employee Daniel Collins a set salary of \$700 per week regardless of the number of hours worked;
- B.** Employed Daniel Collins to work at least 45 hours a week for at least 21 workweeks since July 15, 2016;
- C.** Paid some servers the incorrect overtime rate by only paying them at one and one half times their cash wage of \$2.13 per hour rather than the correct rate of one and one half times the full minimum wage rate for hours worked in excess of 40 in a workweek since June 15, 2014; and
- D.** Paid some employees their regular rate for hours worked in excess of 40 in a workweek since June 15, 2015, when the employees worked both as a server and a cashier without combining their hours worked for overtime purposes.

VIII

Individual defendants, Aman, and Sky Petroleum, as joint employers, repeatedly violated the provisions of sections 7 and 15(a)(2) of the Act, by employing many of their employees who in workweeks were engaged in commerce or in the production of goods for commerce, or who were employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, as aforesaid, for workweeks longer than forty hours without combining their hours worked and compensating said employees during such workweeks at rates not less than one and one-half times the regular rate at which they were employed.

IX

Individual defendants and corporate defendants, employers subject to the provisions of the Act, repeatedly have violated the provisions of sections 11(c) and 15(a)(5) of the Act in that they failed to make, keep, and preserve adequate and accurate records of employees and the wages, hours and other conditions and practices of employment maintained by them as prescribed by regulations duly issued pursuant to authority granted in the Act and found in 29 C.F.R. Part 516, in that records fail to show adequately and accurately, among other things, the hours worked each workday for some employees, the total hours worked each workweek for some employees, and the regular rates at which some employees were employed.

X

During the period since June 15, 2014, the individual defendants and corporate defendants repeatedly have violated the aforesaid provisions of the Act. A judgment which enjoins and restrains such violations and includes the restraint of any withholding of payment of

unpaid overtime compensation found by the court to be due to present and former employees under the Act is expressly authorized by section 17 of the Act.

WHEREFORE, cause having been shown, plaintiff prays for a judgment against individual defendants and corporate defendants as follows:

(a) For an Order pursuant to section 17 of the Act, permanently enjoining and restraining defendants, their officers, agents, servants, employees, and those persons in active concert or participation with them from prospectively violating the provisions of section 15 of the Act;

(b) For an Order

(1) pursuant to section 16(c) of the Act, finding defendants liable for unpaid overtime compensation due defendants' employees and for liquidated damages equal in amount to the unpaid compensation found due defendants' employees listed in the attached Exhibit A (additional back wages and liquidated damages may be owed to certain employees presently unknown to plaintiff for the period covered by this complaint); or in the event liquidated damages are not awarded; and

(2) pursuant to section 17 of the Act, enjoining and restraining defendants, their officers, agents, servants, employees and those persons in active concert or participation with defendants, from withholding payment of unpaid overtime compensation found to be due defendants' employees and pre-judgment interest computed at the underpayment rate established by the Secretary of Treasury pursuant to 26 U.S.C. § 6621;

- (c) For an Order awarding plaintiff the costs of this action; and
- (d) For an Order granting such other and further relief as may be necessary or appropriate.

Respectfully Submitted,

M. PATRICIA SMITH
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor

/s/ Bruce C. Canetti
BRUCE C. CANETTI
Trial Attorney

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Attorneys for THOMAS E. PEREZ
Secretary of Labor, United States
Department of Labor, Plaintiff

Exhibit A

Susan Baize
Kayla Banks
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Ashley Bunton
Stephan Caley
Dan Collins
Violet Hanselman
Angela Johnson
Crystal Licon
Evafaye Ross
Tammy Ross
Lori Smutzer
Bill Zerby