

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

RONNIE BREECE, GERALD CHAPPELL,
PATRICK MAY, and GARY MORAN,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

NATURCHEM, INC.,

Defendant.

Case No.: _____

COLLECTIVE ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs, RONNIE BREECE (“Breece”), GERALD CHAPPELL (“Chappell”), PATRICK MAY (“May”) and GARY MORAN (“Moran”) (collectively, “Plaintiffs”), by and through the undersigned attorneys, bring this Complaint against Defendant NATURCHEM, INC., (“NaturChem” or “Defendant”) individually and on behalf of all similarly situated individuals and state as follows:

INTRODUCTION

1. This is a class and collective action brought by Plaintiffs on their own behalf and on behalf of all similarly situated current and/or former employees of Defendant to recover for Defendant’s willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, and other appropriate rules, regulations, statutes, and ordinances.

2. NaturChem is a South Carolina corporation specializing in “vegetation management,” which includes “spraying,” “weed control,” “fertilization,” “growth regulation,” and “cutting, clearing, mowing, [and] mulching.” NaturChem, naturchemstore.net (last visited August 23, 2019). NaturChem describes itself as “the nation’s leader in vegetation management.”

Id. NaturChem’s describes its mission as: “[N]ot to make a sale. It is to solve a problem and make a friend,” by “[v]aluing and putting others first” *See Our Mission Statement*, NaturChem, <https://www.naturchemstore.net/about-us/naturchem-mission-statement/> (last visited August 23, 2019).

3. Defendant employed Plaintiffs as “Spray Technicians.” Plaintiffs would travel to Defendant’s customers’ locations and perform landscaping duties, including applying herbicide or other chemicals to plants, foliage, and/or brush, as well as cutting, clearing, or mowing land.

4. At all times Plaintiffs were non-exempt employees compensated on an hourly or non-exempt salaried basis.

5. Defendant employed Plaintiffs and other similarly situated current and/or former employees of Defendant to work in excess of forty (40) hours in a workweek, but failed to pay Plaintiffs and other similarly situated current and/or former employees the overtime premium rate of one and one-half times their standard rate of pay for all hours worked over forty (40) in one workweek.

6. Specifically, Defendant paid Plaintiffs and similarly situated current and former employees half or less than half of their hourly rate for all hours worked in excess of forty (40) in one workweek. Defendant called this “Chinese overtime.” Specifically, Plaintiffs were paid between \$4.50 and \$5.00 per hour for all hours worked over forty (40) in one workweek.

7. When confronted about Defendant’s pay practices, specifically Defendant’s failure to pay the overtime premium rate of one and one-half times its employees’ standard rates of pay, Defendant brushed off its employees’ concerns, (falsely) telling its employees that NaturChem “didn’t need to pay them overtime.”

8. Defendant’s employees were, at all relevant times, paid on an hourly or non-exempt

salaried basis. Furthermore, even if Defendant's employees were salaried, the employees would satisfy only one part of a multi-factored test required for FLSA overtime exemption. Defendant's Spray Technicians and similar job titles did not perform the job duties required to satisfy the other factors of required for FLSA overtime exemption.

9. The U.S. Department of Labor specifically condemns an employer's non-payment of overtime: "Unless specifically exempted, employees covered by the Act must receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half their regular rates of pay." *See* DOL Fact Sheet #23 at 1, attached hereto as Exhibit 1.

10. Plaintiffs bring this action on behalf of themselves and all other similarly situated hourly and non-exempt salaried employees of Defendant, to recover unpaid wages and overtime, liquidated damages, penalties, fees and costs, pre- and post-judgment interest, and any other remedies to which they may be entitled.

JURISDICTION AND VENUE

11. This Court has subject-matter jurisdiction over Plaintiffs' FLSA claim pursuant to 28 U.S.C. § 1331 because Plaintiffs' claims raise a federal question under 29 U.S.C. §§ 201, *et seq.*

12. This Court also has subject-matter jurisdiction over Plaintiffs' Collective Action FLSA claim pursuant to 29 U.S.C. § 216(b), which provides that suit under the FLSA "may be maintained against any employer . . . in any Federal or State court of competent jurisdiction."

13. Upon information and belief, Defendant's annual sales exceed \$500,000 and they have more than two employees, so the FLSA applies in this case on an enterprise basis. *See* 29 U.S.C. § 203(s)(1)(A). Defendant's employees engage in interstate commerce, and therefore, they are also covered by the FLSA on an individual basis.

14. This Court has personal jurisdiction over Defendant because they are incorporated and headquartered within the State of South Carolina and regularly conduct business within the State of South Carolina.

15. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant employs personnel in this District and a substantial portion of the actions and omissions giving rise to the claims pled in this Complaint substantially occurred in this District.

PARTIES

16. Ronnie Breece is an individual who resides in the County of Dickson, City of Dickson, Tennessee. Breece was employed by Defendant as a “Spray Technician,” also known as a “Sprayer” or “Vegetation Management Technician,” from approximately January 2015 to August 2017. Breece brings this action on behalf of himself and on behalf of all other similarly situated individuals pursuant to 29 U.S.C. § 216(b), and his Consent to Sue is attached hereto as Exhibit 2.

17. Gerald Chappell is an individual who resides in the County of Dickson, City of Dickson, Tennessee. Chappell was employed by Defendant as a “Spray Technician,” also known as a “Sprayer” or “Vegetation Management Technician,” from approximately March 2015 to March 17, 2018. Chappell brings this action on behalf of himself and on behalf of all other similarly situated individuals pursuant to 29 U.S.C. § 216(b), and his Consent to Sue is attached hereto as Exhibit 3.

18. Patrick May is an individual who resides in the County of Dickson, City of Vanleer, Tennessee. May was employed by Defendant as a “Spray Technician,” also known as a “Sprayer” or “Vegetation Management Technician,” from approximately 2013 until August 2017. May brings this action on behalf of himself and on behalf of all other similarly situated individuals

pursuant to 29 U.S.C. § 216(b), and his Consent to Sue is attached hereto as Exhibit 4.

19. Gary Moran is an individual who resides in the County of Dickson, City of Dickson, Tennessee. Moran was employed by Defendant as a “Spray Technician,” also known as a “Sprayer” or “Vegetation Management Technician,” from approximately 2015 to 2018. Moran brings this action on behalf of himself and on behalf of all other similarly situated individuals pursuant to 29 U.S.C. § 216(b), and his Consent to Sue is attached hereto as Exhibit 5.

20. Plaintiffs and the members of the putative FLSA Collective Class are current and/or former hourly or non-exempt salaried employees of Defendant.

21. Defendant NaturChem is a South Carolina corporation headquartered and doing business in South Carolina. Defendant can be served through its Registered Agent, Rom D. Kellis III, at 270 Bruner Road, Lexington, South Carolina 29072. NaturChem maintains offices, and employs employees, in over eight states across the U.S. *See NaturChem Office Locations*, NaturChem, <https://www.naturchemstore.net/about-us/office-directory/> (last visited August 23, 2019).

GENERAL ALLEGATIONS

22. Plaintiffs Gerald Chappell, Gary Moran, Patrick May, and Ronnie Breece are former employees of Defendant NaturChem. Plaintiffs were hired as “Spray Technicians,” also known as a “Sprayers” or “Vegetation Management Technicians,” at Defendant’s since-closed Kingston Springs, Tennessee location.

23. Plaintiffs’ primary duties as Spray Technicians included applying herbicide or other chemicals on-site at Defendant’s customers’ buildings and/or property, as well as using machines to cut, clear, or mow land.

24. At all times Plaintiffs were compensated on an hourly or non-exempt salaried basis.

Breece was compensated by Defendant at a rate of \$15.00/hour, Chappell was compensated by Defendant at a rate of \$17.00-\$18.00/hour, May was compensated by Defendant at a rate of approximately \$1,600 bi-monthly, and Moran was compensated by Defendant at a rate of \$20.00/hour. Defendant provided Plaintiffs with electronic pay stubs, available only through Defendant's company-issued phones. Thus, when Plaintiffs and other similarly-situated employees resigned or were terminated from their positions, they forfeited the ability to view their pay stubs.

25. Plaintiffs were scheduled to work, and regularly worked, in excess of forty (40) hours per workweek, with as many as seventy (70) hours per workweek, while employed by Defendant.

26. At all times relevant, Defendant paid Plaintiffs their straight hourly or salaried rates of pay for all hours worked up to, and including, forty (40) hours in one workweek, and then paid Plaintiffs a sub-minimum wage overtime rate of \$4.50-\$5.00 per hour—a rate it called “Chinese overtime”—for all hours in excess of forty (40) in one workweek. Thus, Plaintiffs would make half, or less than half, of their hourly rate for all of their overtime hours.

27. Defendant's “Chinese overtime” policy applied to all of its employees working as “Spray Technicians,” or other similar job duties, as attested to by Defendant's employees:

- “The more you work the less you get with this overtime formula[.] Continue to take it all good unless you look at check stub LOL.” *See* 9/21/2016 Glassdoor NaturChem Review, attached hereto as Exhibit 6.
- “Overtime is less than minimum wage and decreases the more you work.” *See* 1/22/2015 Glassdoor NaturChem Review, attached hereto as Exhibit 7.
- “[P]ay attention to the voodoo math used for calculating overtime for salaried

employees.” *See* 10/27/2013 Glassdoor NaturChem Review, attached hereto as Exhibit 8.

28. When Defendant was asked by its employees about its policy of paying a reduced, sub-minimum hourly overtime rate, Defendant responded that “it didn’t have to pay them overtime” because “they were salaried employees.”

29. At no time were Plaintiffs Breece, Chappell, or Moran or other similarly situated current and/or former employees truly “salaried” employees, but instead, were paid on an hourly basis.

30. Furthermore, payment on a “salaried” basis is only one part of a multi-factored exhaustive test for FLSA overtime exemption. Had Plaintiffs been salaried employees, their job duties would not have satisfied the other factors required for overtime exemption under the FLSA.

31. The FLSA provides that:

No employer shall employ any of his employees . . . for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

29 U.S.C. § 207(a)(1).

32. On information and belief, Defendant’s compensation structure is based on an illusory “fluctuating workweek” pay scheme. The Code of Federal Regulations requires the following five items be satisfied for an employer to compensate its employees on a “fluctuating workweek” pay scheme:

- 1) the employee’s hours must fluctuate from week to week;
- 2) the employee must receive a fixed weekly salary that remains the same regardless of the number of hours that the employee works during the week;
- 3) the fixed amount must be sufficient to provide compensation at a regular rate not less than the legal minimum wage;
- 4) the employer and the employee must have a clear, mutual understanding that the employer will pay the employee the fixed weekly salary regardless of the

- hours worked; and
- 5) the employee must receive a fifty percent overtime premium in addition to the fixed weekly salary for all hours that the employee works in excess of forty during that week.

See Flood v. New Hanover Cty., 125 F.3d 249, 252 (4th Cir. 1997) (citing 29 C.F.R. § 778.114(a)); *see also Griffin v. Wake Cty.*, 142 F.3d 712, 715 (4th Cir. 1998).

33. There was no clear, mutual understanding that NaturChem would pay its employees a fixed weekly salary regardless of hours worked, and, in fact, NaturChem did not pay all of its employees, or all of Plaintiffs, a fixed weekly salary.

34. Plaintiffs were not paid a 50 percent overtime premium for all hours worked in excess of forty in one workweek.

35. Thus, Defendant's compensation of Plaintiffs was unlawful and a violation of the FLSA.

36. Defendant knew or should have known that, under the FLSA, Plaintiffs should have been paid overtime "at a rate not less than one and one-half times the regular rate" at which they were employed for all compensable hours worked in excess of forty (40) hours. 29 U.S.C. § 207(a)(1). For salaried employees, this equates to a fifty-percent overtime premium for all hours worked in excess of forty (40) in one workweek. 29 C.F.R. § 778.114(a).

37. Despite this, Defendant entirely failed to pay Plaintiffs and similarly situated current and/or former employees at the overtime rate of one and one-half times their regular rate for all work performed by Plaintiffs and other employees which was, for each employee, in excess of forty (40) hours per week.

38. At all times relevant to this Complaint, Defendant willfully, or in reckless disregard, engaged, adopted, and then adhered to a policy and practice whereby it suffered or permitted Plaintiffs and other similarly situated former and/or current employees to routinely perform work

in excess of forty (40) hours per week without compensating Plaintiffs and other employees at the federally-required overtime rate of one and one-half times their standard rate of pay. This policy resulted in Plaintiffs and other similarly situated former and/or current employees not being paid correctly in violation of the FLSA.

COLLECTIVE ACTION ALLEGATIONS

39. Plaintiffs bring this action pursuant to 29 U.S.C. § 216(b) of the FLSA individually and on behalf of the following class:

a. Nationwide Class

All current and former “Spray Technicians,” “Sprayers,” “Vegetation Management Technicians” or other job titles performing similar job duties employed by NATURCHEM, INC. at any time in the last three years to the conclusion of this litigation who were not paid overtime wages earned.

Plaintiffs reserve the right to amend these definitions if necessary. Plaintiffs propose Ronnie Breece, Gerald Chappell, Patrick May, and Gary Moran as the class representative for the Nationwide Class.

40. Plaintiffs do not bring this action on behalf of any employees exempt from coverage under the FLSA pursuant to the executive, administrative, or professional exemptions, or for those employees who were correctly paid overtime for all qualifying overtime hours worked.

41. *29 U.S.C. § 216(b) Conditional Certification “Similarly Situated” Standard:* With respect to the claims set forth in the FLSA action, conditional certification under the FLSA is appropriate because the employees described above are “similarly situated” to Plaintiffs under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiffs bring this collective action are similarly situated because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan (namely,

Defendant’s policies of not paying their employees overtime at a rate of one-and-one-half times their regular rate for all compensable time worked); (c) their claims are based upon the same factual and legal theories; and (d) the employment relationship between Defendant and every putative Class member is exactly the same and differs only by name, location, and rate of pay.

42. Upon information and belief, there are numerous other similarly situated current and/or former “Spray Technicians,” “Sprayers,” “Vegetation Management Technicians” or other job titles performing similar job duties who worked in excess of forty (40) hours per week and were not compensated their correct overtime wages. The precise number of collective Class members should be readily available from a review of Defendant’s personnel, scheduling, time and payroll records, and from input received from the collective class members as part of the notice and “opt-in” process provided by 29 U.S.C. § 216(b).

43. Plaintiffs share the same interests as the putative conditional class and will be entitled to unpaid overtime compensation, interest, attorneys’ fees and costs owed under the FLSA.

COUNT I
VIOLATION OF THE FAIR LABOR STANDARDS ACT,
29 U.S.C. §§ 201, et seq., FAILURE TO PAY OVERTIME WAGES

44. Plaintiffs re-allege and incorporate all previous paragraphs herein.

45. At all times relevant to this action, NaturChem was an “employer” under the FLSA, 29 U.S.C. § 203(d), subject to the provisions of 29 U.S.C. §§ 201, *et seq.*

46. Upon information and belief, Defendant’s annual sales exceed \$500,000 and they have more than two employees, so the FLSA applies in this case on an enterprise basis. *See* 29 U.S.C. § 203(s)(1)(A).

47. Plaintiffs either were (1) engaged in commerce; or (2) engaged in the production of goods for commerce; or (3) employed in an enterprise engaged in commerce or in the production of goods for commerce and therefore, they are also covered by the FLSA on an individual basis.

48. At all times relevant to this action, Breece, Chappell, May, and Moran were “employees” of Defendant within the meaning of the FLSA, 29 U.S.C. § 203(e)(1).

49. The position of “Spray Technician” is not exempt from the FLSA.

50. The position of “Sprayer” is not exempt from the FLSA.

51. The position of “Vegetation Management Technician” is not exempt from the FLSA.

52. Defendant’s other job titles performing similar job duties are not exempt from the FLSA.

53. At all times relevant to this action, Defendant “suffered or permitted” Plaintiffs to work and thus “employed” them within the meaning of the FLSA, 29 U.S.C. § 203(g).

54. The FLSA requires an employer to pay employees the federally mandated overtime premium rate of one and a half times their regular rate of pay for every hour worked in excess of forty (40) hours per workweek. 29 U.S.C. § 207.

55. Defendant violated the FLSA by failing to pay Plaintiffs the federally-mandated overtime premium for all hours worked in excess of forty (40) hours per workweek.

56. Upon information and belief, Defendant has corporate policies and practices of evading overtime pay for their hourly and non-exempt salaried workers for all compensable time worked.

57. Defendant’s violations of the FLSA were knowing and willful.

58. By failing to compensate Defendant’s hourly and non-exempt salaried employees at a rate not less than one and one-half times their regular rate of pay for off-the-clock work performed in excess of forty hours in a workweek, Defendant has violated the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a). All similarly situated employees are

victims of a uniform and company-wide policies which operate to compensate employees at a rate less than the federally mandated overtime wage rate. These uniform policies, in violation of the FLSA, have been, and continues to be, applied to all employees who have worked or are working for Defendant in the same or similar position as Plaintiffs.

59. The FLSA, 29 U.S.C. § 216(b), provides that as a remedy for a violation of the Act, an employee is entitled to his or her unpaid overtime wages plus an additional equal amount in liquidated damages, costs, and reasonable attorneys' fees.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

- a. Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth above;
- b. Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names and addresses of all FLSA Collective Class members, and permitting Plaintiffs to send notice of this action to all similarly situated employees, including the publishing of notice in a manner that is reasonably calculated to apprise said employees of their rights by law to join and participate in this lawsuit;
- c. Designating Ronnie Breece, Gerald Chappell, Patrick May, and Gary Moran as the Class Representatives for the National Class;
- d. Appointing undersigned counsel as FLSA Collective Class counsel with respect to Plaintiffs' FLSA claims;
- e. Declaring that Defendant violated its obligations under the FLSA;
- f. Declaring that Defendant willfully violated the FLSA and its attendant regulations as set forth above;
- g. Granting judgment in favor of Plaintiffs and against Defendant and awarding the amount of unpaid overtime wages calculated at the rate of the difference of (1) one and one-half (1.5) times the Plaintiffs' regular rate and (2) the sub-minimum wage hourly overtime rate paid by Defendant to Plaintiffs for hours worked in excess of forty (40) in one workweek, multiplied by all hours that Plaintiffs worked in excess of forty (40) hours per week for the past three years for the Nationwide Class;

- h. Awarding liquidated damages to Plaintiffs, in an amount equal to the amount of unpaid wages found owing to Plaintiffs; and awarding Plaintiffs and the Class members all other available compensatory damages available by law;
- i. Awarding reasonable attorneys' fees and costs incurred by Plaintiffs in filing this action as provided by statute;
- j. Awarding pre- and post-judgment interest to Plaintiffs on these damages;
- k. Awarding all legal and equitable relief to Plaintiffs under the FLSA; and
- l. Such further relief as this court deems appropriate.

JURY DEMAND

Plaintiffs demand a trial by jury of all claims asserted in this Complaint.

Dated: September 10, 2019

/s/ Kenneth M. Suggs

Kenneth M. Suggs, Fed ID No. 3422

Gerald D. Jowers, Jr., Fed ID No. 8025

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Counsel for Plaintiffs and the Proposed Class

EXHIBIT 1

U.S. Department of Labor
Wage and Hour Division



Important information regarding recent overtime litigation in the U.S. District Court of Eastern District of Texas.

Fact Sheet #23: Overtime Pay Requirements of the FLSA

This fact sheet provides general information concerning the application of the [overtime pay](#) provisions of the [FLSA](#).

Characteristics

An employer who requires or permits an employee to work overtime is generally required to pay the employee premium pay for such overtime work.

Requirements

Unless specifically exempted, employees covered by the Act must receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half their regular rates of pay. There is no limit in the Act on the number of hours employees aged 16 and older may work in any workweek. The Act does not require [overtime pay](#) for work on Saturdays, Sundays, holidays, or regular days of rest, as such.

The Act applies on a workweek basis. An employee's workweek is a fixed and regularly recurring period of 168 hours -- seven consecutive 24-hour periods. It need not coincide with the calendar week, but may begin on any day and at any hour of the day. Different workweeks may be established for different employees or groups of employees. Averaging of hours over two or more weeks is not permitted. Normally, overtime pay earned in a particular workweek must be paid on the regular pay day for the pay period in which the wages were earned.

The regular rate of pay cannot be less than the [minimum wage](#). The regular rate includes all remuneration for employment except certain payments excluded by the Act itself. Payments which are not part of the regular rate include pay for expenses incurred on the employer's behalf, premium payments for overtime work or the true premiums paid for work on Saturdays, Sundays, and holidays, discretionary bonuses, gifts and payments in the nature of gifts on special occasions, and payments for occasional periods when no work is performed due to vacation, holidays, or illness.

Earnings may be determined on a piece-rate, salary, commission, or some other basis, but in all such cases the overtime pay due must be computed on the basis of the average hourly rate derived from such earnings. This is calculated by dividing the total pay for employment (except for the statutory exclusions noted above) in any workweek by the total number of hours actually worked.

Where an employee in a single workweek works at two or more different types of work for which different straight-time rates have been established, the regular rate for that week is the weighted average of such rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs. In addition, section 7(g)(2) of the FLSA allows, under specified conditions, the computation of overtime pay based on one and one-half times the hourly rate in effect when the overtime work is performed. The requirements for computing overtime pay pursuant to section 7(g)(2) are prescribed in [29 CFR 778.415](#) through [778.421](#).

Where non-cash payments are made to employees in the form of goods or facilities, the reasonable cost to the employer or fair value of such goods or facilities must be included in the regular rate.

Typical Problems

Fixed Sum for Varying Amounts of Overtime: A lump sum paid for work performed during overtime hours without regard to the number of overtime hours worked does not qualify as an overtime premium even though the amount of money paid is equal to or greater than the sum owed on a per-hour basis. For example, no part of a flat sum of \$180 to employees who work overtime on Sunday will qualify as an overtime premium, even though the employees' straight-time rate is \$12.00 an hour and the employees always work less than 10 hours on Sunday. Similarly, where an agreement provides for 6 hours pay at \$13.00 an hour regardless of the time actually spent for work on a job performed during overtime hours, the entire \$78.00 must be included in determining the employees' regular rate.

Salary for Workweek Exceeding 40 Hours: A fixed salary for a regular workweek longer than 40 hours does not discharge FLSA statutory obligations. For example, an employee may be hired to work a 45 hour workweek for a weekly salary of \$405. In this instance the regular rate is obtained by dividing the \$405 straight-time salary by 45 hours, resulting in a regular rate of \$9.00. The employee is then due additional overtime computed by multiplying the 5 overtime hours by one-half the regular rate of pay ($\$4.50 \times 5 = \22.50).

Overtime Pay May Not Be Waived: The overtime requirement may not be waived by agreement between the employer and employees. An agreement that only 8 hours a day or only 40 hours a week will be counted as working time also fails the test of FLSA compliance. An announcement by the employer that no overtime work will be permitted, or that overtime work will not be paid for unless authorized in advance, also will not impair the employee's right to compensation for compensable overtime hours that are worked.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

RONNIE BREECE, GERALD CHAPPELL,
PATRICK MAY, and GARY MORAN,
individually and on behalf of all others similarly
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Plaintiffs,

v.

NATURCHEM, INC.,

Defendant.

Case No.: _____

CONSENT TO SUE

1. I understand that this lawsuit asserts claims under the Fair Labor Standard Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, and concerns NaturChem, Inc. (“Defendant”)’s alleged failure to pay overtime wages to me.

2. I represent that Defendant employed me as a “Sprayer” or “Vegetation Management Technician” in the last three years and did not pay me all of my overtime premiums owed for my hours worked in excess of 40 per workweek, nor did Defendant compensate me at the federal or state minimum wage for all hours worked for Defendant within the last three years.

3. Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b), I hereby consent to sue.

4. I agree to be bound by any adjudication or court rulings in the lawsuit, whether favorable or unfavorable.

5. I hereby designate Johnson Becker, PLLC to represent me in this lawsuit.

Signature: 
Ronnie Breece (Sep 9, 2019)

Print Name: Ronnie Breece

Date: Sep 9, 2019

EXHIBIT 3

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

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Signature: 
Gerald chappell (Aug 30, 2019)

Print Name: Gerald chappell

Date: Aug 30, 2019

EXHIBIT 4

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

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Signature:  _____
Patrick May (Sep 9, 2019)

Print Name: Patrick May

Date: Sep 9, 2019

EXHIBIT 5

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA

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CONSENT TO SUE

1. I understand that this lawsuit asserts claims under the Fair Labor Standard Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, and concerns NaturChem, Inc. (“Defendant”)’s alleged failure to pay overtime wages to me.

2. I represent that Defendant employed me as a “Sprayer” or “Vegetation Management Technician” in the last three years and did not pay me all of my overtime premiums owed for my hours worked in excess of 40 per workweek, nor did Defendant compensate me at the federal or state minimum wage for all hours worked for Defendant within the last three years.

3. Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b), I hereby consent to sue.

4. I agree to be bound by any adjudication or court rulings in the lawsuit, whether favorable or unfavorable.

5. I hereby designate Johnson Becker, PLLC to represent me in this lawsuit.

Signature: 
Gary Moran (Sep 1, 2019)

Print Name: Gary Moran

Date: Sep 1, 2019

EXHIBIT 6


Overview22
Reviews6
Jobs9
Salaries3
Interviews4
Benefits3
Photos

Sep 21, 2016



"Tower tech"



Current Employee - Tower Tech in Towers Corners, NY

 Doesn't Recommend Negative Outlook Disapproves of CEO

I have been working at NaturChem full-time for more than a year

Pros

Really don't know where to start everybody loves to hear positive thinking The only thing is you have a bunch that don't want to know a problem because they may have to act on it instead I will ignore it and the good help will finally quite and all will go away We will hire some more that's why turnover is so high All good unless you are in with your boss and tell them what they want to hear and feel Let me keep getting...

[Show More](#)

Cons

The more you work the less you get with this overtime formula Continue to take it all good unless you look at check stub LOL

Advice to Management

Keep hiring goooood help and keep positive attitude will be good

[Helpful](#)[Join the NaturChem team](#)[See Our Latest Jobs](#)

EXHIBIT 7

Jan 22, 2015

Helpful (3)



"It was a job nothing more."



Former Employee - Spray Technician in Greenville, NC

Doesn't Recommend

Neutral Outlook

No opinion of CEO

I worked at NaturChem full-time for more than a year

Pros

You do have some freedoms over the traditional 9-5 alternative. And most of the time you get the day off when it rains. Its a great job if you have limited choices in life.

Cons

You have to work like a slave for a whole year to get you 1 week of vacation Overtime is less than minimum wage and decreases the more you work.(pointless to work more that 50 hrs) Way too much turnover No real structure. They just make it up on the fly They only get contracts bc the under bid everyone else not bc they do a good job. Customers just laugh at the amount of money we charge compared to the competition. And they dont care bc they have a contract they can hold us to. I could go on but there is no point

[Show Less](#)

Advice to Management

Management isnt great. There are good people and bad people. The biggest problem is their lack of education and people skills. That goes to the top bc they are still trying to run the company like it is just family business still.



Helpful (3)



EXHIBIT 8



Helpful (2)

Oct 27, 2013

Helpful (1)



"Customer service with a twist"



Former Employee - Management



Doesn't Recommend



Neutral Outlook

I worked at NaturChem full-time for more than 5 years

Pros

If you enjoy being outdoors this company offers many options for both first line and upper management opportunities for outdoor work. Most positions require oversight of one or more projects.

Cons

While the opportunity for advancement exists - the individual offices are run more like franchises than a united company. Many offices understaffed and not supplied with proper equipment to manage workload. Safety mandates require each office to inspect equipment prior to daily work and remove any faulty equipment from duty. Company sales goals do not take into account down time for equipment repair and managers are forced to either comply with safety mandate or meet sales goals. Also - pay attention to the voodoo math used for calculating overtime for salaried employees.

[Show Less](#)

Advice to Management

Decide whether individual offices are company owned or franchises.



Helpful (1)

