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11 CIV 2207
MAR 30 2011

PLAINTIFFS Charlemagne Dumay, individually and on behalf of all others similarly situated
DEFENDANTS Robert Half International, Inc., Dewey & Leboeuf LLP, and John Does #1-10

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Samuel & Stein / 38 West 32nd Street, Suite 1110 / New York, NY 10001 (212) 563-9884
ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE) (DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

FLSA - 29 U.S.C. §§ 201 et seq. - Failure to pay overtime

Has this or a similar case been previously filed in SDNY at any time? No? Yes? Judge Previously Assigned _____

If yes, was this case Vol. Invol. Dismissed. No Yes If yes, give date _____ & Case No. _____

(PLACE AN [x] IN ONE BOX ONLY) NATURE OF SUIT

TORTS		ACTIONS UNDER STATUTES			
CONTRACT	PERSONAL INJURY	PERSONAL INJURY	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 INSURANCE	<input type="checkbox"/> 310 AIRPLANE	<input type="checkbox"/> 362 PERSONAL INJURY -	<input type="checkbox"/> 610 AGRICULTURE	<input type="checkbox"/> 422 APPEAL	<input type="checkbox"/> 400 STATE
<input type="checkbox"/> 120 MARINE	<input type="checkbox"/> 315 AIRPLANE PRODUCT	<input type="checkbox"/> 365 MED MALPRACTICE	<input type="checkbox"/> 620 OTHER FOOD &	<input type="checkbox"/> 28 USC 158	<input type="checkbox"/> REAPPORTIONMENT
<input type="checkbox"/> 130 MILLER ACT	<input type="checkbox"/> LIABILITY	<input type="checkbox"/> 366 PERSONAL INJURY	<input type="checkbox"/> DRUG	<input type="checkbox"/> 423 WITHDRAWAL	<input type="checkbox"/> 410 ANITRUST
<input type="checkbox"/> 140 NEGOTIABLE	<input type="checkbox"/> 320 ASSAULT, LIBEL &	<input type="checkbox"/> 368 PRODUCT LIABILITY	<input type="checkbox"/> 625 DRUG RELATED	<input type="checkbox"/> 28 USC 157	<input type="checkbox"/> 430 BANKS & BANKING
<input type="checkbox"/> INSTRUMENT	<input type="checkbox"/> SLANDER	<input type="checkbox"/> 368 ASBESTOS PERSONAL	<input type="checkbox"/> SEIZURE OF		<input type="checkbox"/> 450 COMMERCE
<input type="checkbox"/> 150 RECOVERY OF	<input type="checkbox"/> 330 FEDERAL	<input type="checkbox"/> INJURY PRODUCT	<input type="checkbox"/> PROPERTY	PROPERTY RIGHTS	<input type="checkbox"/> 460 DEPORTATION
<input type="checkbox"/> OVERPAYMENT &	<input type="checkbox"/> EMPLOYERS'	<input type="checkbox"/> LIABILITY	<input type="checkbox"/> 21 USC 881		<input type="checkbox"/> 470 RACKETEER INFLU-
<input type="checkbox"/> ENFORCEMENT	<input type="checkbox"/> LIABILITY	PERSONAL PROPERTY	<input type="checkbox"/> 630 LIQUOR LAWS	<input type="checkbox"/> 820 COPYRIGHTS	<input type="checkbox"/> ENCED & CORRUPT
<input type="checkbox"/> OF JUDGMENT	<input type="checkbox"/> 340 MARINE		<input type="checkbox"/> 640 RR & TRUCK	<input type="checkbox"/> 830 PATENT	<input type="checkbox"/> ORGANIZATION ACT
<input type="checkbox"/> 151 MEDICARE ACT	<input type="checkbox"/> 345 MARINE PRODUCT		<input type="checkbox"/> 650 AIRLINE REGS	<input type="checkbox"/> 840 TRADEMARK	<input type="checkbox"/> (RICO)
<input type="checkbox"/> 152 RECOVERY OF	<input type="checkbox"/> LIABILITY	<input type="checkbox"/> 370 OTHER FRAUD	<input type="checkbox"/> 660 OCCUPATIONAL		<input type="checkbox"/> 480 CONSUMER CREDIT
<input type="checkbox"/> DEFAULTED	<input type="checkbox"/> 350 MOTOR VEHICLE	<input type="checkbox"/> 371 TRUTH IN LENDING	<input type="checkbox"/> SAFETY/HEALTH	SOCIAL SECURITY	<input type="checkbox"/> 490 CABLE/SATELLITE TV
<input type="checkbox"/> STUDENT LOANS	<input type="checkbox"/> 355 MOTOR VEHICLE	<input type="checkbox"/> 380 OTHER PERSONAL	<input type="checkbox"/> 690 OTHER	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 810 SELECTIVE SERVICE
<input type="checkbox"/> (EXCL VETERANS)	<input type="checkbox"/> PRODUCT LIABILITY	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 862 BLACK LUNG (923)	<input type="checkbox"/> 850 SECURITIES/
<input type="checkbox"/> 153 RECOVERY OF	<input type="checkbox"/> 360 OTHER PERSONAL	<input type="checkbox"/> PRODUCT LIABILITY	LABOR	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> COMMODITIES/
<input type="checkbox"/> OVERPAYMENT	<input type="checkbox"/> INJURY		<input checked="" type="checkbox"/> 710 FAIR LABOR	<input type="checkbox"/> 864 SSID TITLE XVI	<input type="checkbox"/> EXCHANGE
<input type="checkbox"/> OF VETERAN'S			<input type="checkbox"/> STANDARDS ACT	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 875 CUSTOMER
<input type="checkbox"/> BENEFITS	ACTIONS UNDER STATUTES	PRISONER PETITIONS	<input type="checkbox"/> 720 LABOR/MGMT	FEDERAL TAX SUITS	<input type="checkbox"/> CHALLENGE
<input type="checkbox"/> 160 STOCKHOLDERS	CIVIL RIGHTS	<input type="checkbox"/> 510 MOTIONS TO	<input type="checkbox"/> 730 LABOR/MGMT	<input type="checkbox"/> 870 TAXES (U.S. Plaintiff or	<input type="checkbox"/> 12 USC 3410
<input type="checkbox"/> SUITS	<input type="checkbox"/> 441 VOTING	<input type="checkbox"/> VACATE SENTENCE	<input type="checkbox"/> REPORTING &	<input type="checkbox"/> Defendant)	<input type="checkbox"/> 890 OTHER STATUTORY
<input type="checkbox"/> 190 OTHER	<input type="checkbox"/> 442 EMPLOYMENT	<input type="checkbox"/> 28 USC 2255	<input type="checkbox"/> DISCLOSURE ACT	<input type="checkbox"/> 871 IRS-THIRD PARTY	<input type="checkbox"/> ACTIONS
<input type="checkbox"/> CONTRACT	<input type="checkbox"/> 443 HOUSING/	<input type="checkbox"/> 530 HABEAS CORPUS	<input type="checkbox"/> RAILWAY LABOR ACT	<input type="checkbox"/> 26 USC 7609	<input type="checkbox"/> 891 AGRICULTURAL ACTS
<input type="checkbox"/> 195 CONTRACT	<input type="checkbox"/> ACCOMMODATIONS	<input type="checkbox"/> 535 DEATH PENALTY	<input type="checkbox"/> OTHER LABOR		<input type="checkbox"/> 892 ECONOMIC
<input type="checkbox"/> PRODUCT	<input type="checkbox"/> 444 WELFARE	<input type="checkbox"/> 540 MANDAMUS & OTHER	<input type="checkbox"/> LITIGATION	<input type="checkbox"/> 791 EMPL RET INC	<input type="checkbox"/> STABILIZATION ACT
<input type="checkbox"/> LIABILITY	<input type="checkbox"/> 445 AMERICANS WITH	<input type="checkbox"/> 550 CIVIL RIGHTS	<input type="checkbox"/> 790 OTHER LABOR	<input type="checkbox"/> SECURITY ACT	<input type="checkbox"/> ENVIRONMENTAL
<input type="checkbox"/> 196 FRANCHISE	<input type="checkbox"/> 446 AMERICANS WITH	<input type="checkbox"/> 555 PRISON CONDITION	<input type="checkbox"/> 791 EMP RET INC		<input type="checkbox"/> MATTERS
	<input type="checkbox"/> 440 OTHER CIVIL RIGHTS		<input type="checkbox"/> SECURITY ACT	IMMIGRATION	<input type="checkbox"/> 894 ENERGY
REAL PROPERTY			<input type="checkbox"/> 462 NATURALIZATION	<input type="checkbox"/> 895 FREEDOM OF	<input type="checkbox"/> ALLOCATION ACT
<input type="checkbox"/> 210 LAND			<input type="checkbox"/> APPLICATION	<input type="checkbox"/> INFORMATION ACT	<input type="checkbox"/> 900 APPEAL OF FEE
<input type="checkbox"/> 220 FORECLOSURE			<input type="checkbox"/> 463 HABEAS CORPUS-	<input type="checkbox"/> 950 ACCESS TO JUSTICE	<input type="checkbox"/> DETERMINATION
<input type="checkbox"/> 230 RENT LEASE &			<input type="checkbox"/> ALIEN DETAINEE	<input type="checkbox"/> UNDER EQUAL	<input type="checkbox"/> ACCESS TO JUSTICE
<input type="checkbox"/> EJECTMENT			<input type="checkbox"/> 465 OTHER IMMIGRATION	<input type="checkbox"/> ACTIONS	<input type="checkbox"/> CONSTITUTIONALITY
<input type="checkbox"/> 240 TORTS TO LAND					<input type="checkbox"/> OF STATE STATUTES
<input type="checkbox"/> 245 TORT PRODUCT					
<input type="checkbox"/> LIABILITY					
<input type="checkbox"/> 290 ALL OTHER					
<input type="checkbox"/> REAL PROPERTY					

933397

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

DEMAND \$ _____ OTHER _____ JUDGE _____ DOCKET NUMBER _____

Check YES only if demanded in complaint
JURY DEMAND: YES NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- 1 Original Proceeding
- 2a. Removed from State Court
- 2b. Removed from State Court AND at least one party is pro se.
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from (Specify District)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judge Judgment

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

- 1 U.S. PLAINTIFF
- 2 U.S. DEFENDANT
- 3 FEDERAL QUESTION (U.S. NOT A PARTY)
- 4 DIVERSITY

IF DIVERSITY, INDICATE CITIZENSHIP BELOW. (28 USC 1322, 1441)

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF []	DEF []	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF []	DEF []	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF []	DEF []
CITIZEN OF ANOTHER STATE	[]	[]	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[]	[]	FOREIGN NATION	[]	[]

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

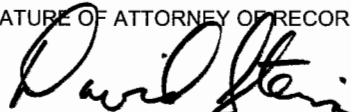
DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: WHITE PLAINS MANHATTAN
(DO NOT check either box if this a PRISONER PETITION.)

DATE 3/10/2011 SIGNATURE OF ATTORNEY OF RECORD



ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO
 YES (DATE ADMITTED Mo. July Yr. 2005)
Attorney Bar Code # DS-2119

RECEIPT #

Magistrate Judge is to be designated by the Clerk of the Court.

FREEMAN

Magistrate Judge _____ is so Designated.

J. Michael McMahon, Clerk of Court by _____ Deputy Clerk, DATED _____.

~~Judge Holloman~~

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SAMUEL & STEIN
David Stein (DS 2119)
Michael Samuel (MS 7997)
38 West 32nd Street
Suite 1110
New York, New York 10001
(212) 563-9884

11 CV 2207

Attorneys for Plaintiff, Individually
and on behalf of all others similarly
situated

Charlemagne Dumay, on behalf
of himself and all other
persons similarly situated,

Plaintiff,

- vs. -

Robert Half International,
Inc., Dewey & Leboeuf LLP,
and John Does #1-10,

Defendants.

DOCKET NO. 11-CV-

COMPLAINT

DEMAND FOR JURY TRIAL

FILED
U.S. DISTRICT COURT
2011 MAR 30 PM 4:01
S.D. N.Y.

Plaintiff Charlemagne Dumay, by and through his
undersigned attorneys, for his complaint against defendants
Robert Half International, Inc., Dewey & Leboeuf LLP, and
John Does #1-10, alleges as follows, on behalf of himself
and on behalf of all other persons similarly situated:

NATURE OF THE ACTION

1. Plaintiff Charlemagne Dumay alleges on behalf of
himself and on behalf of other similarly situated current

and former employees of defendants Robert Half International, Inc., Dewey & Leboeuf LLP, and John Does #1-10, who elect to opt into this action pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), that they are entitled to: (i) unpaid wages from defendants for overtime work for which they did not receive overtime premium pay as required by law, and (ii) liquidated damages pursuant to the FLSA, 29 U.S.C. §§ 201 et seq., because defendants' violations were willful.

2. Mr. Dumay further complains that he is entitled to back wages and liquidated damages from defendants for overtime work for which defendants willfully failed to pay overtime premium pay as required by the New York Labor Law §§ 650 et seq. and the supporting New York State Department of Labor regulations, liquidated damages for unreasonably delayed payment of wages, and actual and liquidated damages as compensation for defendants' violation of the "spread of hours" regulations pursuant to New York Labor Law and the supporting regulations.

THE PARTIES

3. Plaintiff Mr. Dumay is an adult individual residing in Brooklyn, New York.

4. Plaintiff Mr. Dumay consents in writing to be a party to this action pursuant to 29 U.S.C. § 216(b); Mr.

Dumay's written consent is attached hereto and incorporated by reference.

5. Upon information and belief, defendant Robert Half International Inc. ("Robert Half") is a Delaware corporation registered to do business as a foreign corporation in New York with offices located at 245 Park Avenue, New York, New York.

6. Upon information and belief, defendant Dewey & Leboeuf LLP is a New York limited liability partnership with a principal place of business at 1301 Avenue of the Americas, New York, New York.

7. At all relevant times, defendants Robert Half and Dewey & Leboeuf have been, and continue to be, employers engaged in interstate commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

8. Upon information and belief, at all relevant times, defendant Robert Half has had gross revenues in excess of \$500,000.00.

9. Upon information and belief, at all relevant times, defendant Robert Half has used goods produced in interstate commerce.

10. Upon information and belief, at all relevant times, defendant Dewey & Leboeuf has had gross revenues in excess of \$500,000.00.

11. Upon information and belief, at all relevant times, defendant Dewey & Leboeuf has used goods produced in interstate commerce.

12. Upon information and belief, at all relevant times, defendants Robert Half and Dewey & Leboeuf constituted "enterprises" as defined in the FLSA.

13. Upon information and belief, at relevant times, defendants Robert Half and Dewey & Leboeuf constituted "joint employers" within the meaning of the FLSA.

14. Upon information and belief, defendants John Does 1-10 represent the owners, officers, directors, and/or managing agents of Robert Half and Dewey & Leboeuf, whose identities are unknown at this time, who participated in the day-to-day operations of defendants, who have the power to hire and fire employees, set wages and schedules, and retain their records, and who constitute "employers" pursuant to the FLSA, New York Labor Law, and federal and state implementing regulations.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1337 and

supplemental jurisdiction over Mr. Dumay's state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Mr. Dumay's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

16. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because defendants' businesses are located in this district.

COLLECTIVE ACTION ALLEGATIONS

17. Pursuant to 29 U.S.C. § 207, Mr. Dumay seeks to prosecute his FLSA claims as a collective action on behalf of all persons who are or were formerly employed by defendants in the United States at any time since March 18, 2008, to the entry of judgment in this case (the "Collective Action Period"), who were non-exempt employees within the meaning of the FLSA, and who were not paid overtime compensation at rates not less than one-and-one-half times the regular rate of pay for hours worked in excess of forty hours per workweek (the "Collective Action Members").

18. The Collective Action Members are similarly situated to Mr. Dumay in that they were employed by Robert Half and assigned to work for Dewey & Leboeuf (as described further in detail below) as non-exempt employees of

defendants, and were denied premium overtime pay for hours worked beyond forty hours in a week.

19. They are further similarly situated in that defendants had a policy and practice of knowingly and willfully refusing to pay them overtime.

20. The exact number of such individuals is presently unknown, but is known by defendants and can be ascertained through appropriate discovery.

FACTS

21. At all relevant times herein, defendant Robert Half, a nationwide staffing firm, operated Robert Half Technology, a division of the company focusing on technology staffing, with offices in New York.

22. At all relevant times herein, defendant Dewey & Leboeuf operated a nationwide law firm with headquarters in New York.

23. Mr. Dumay has been employed by Robert Half at its Robert Half Technology division since approximately 2005, and for most of that time has been assigned by Robert Half to work for Dewey & Leboeuf as a network operations specialist.

24. Mr. Dumay was hired by Robert Half, placed by Robert Half at his position (as well as at other positions from time to time), and was paid by Robert Half.

25. However, on a day-to-day basis, Mr. Dumay was assigned to work at Dewey & Leboeuf, alongside both Dewey & Leboeuf employees and other staffing agency employees. He was supervised by Dewey & Leboeuf employees, who set his work schedule, gave him his daily work assignments, signed off on his time sheets, and evaluated his performance.

26. Further, upon information and belief, Mr. Dumay's pay rate while working on this assignment was set pursuant to an agreement between Robert Half and Dewey & Leboeuf.

27. Mr. Dumay's duties included monitoring the network, providing customer support, and rebooting the servers when necessary.

28. Mr. Dumay's work was performed in the normal course of defendants' business and was integrated into the business of defendants, and did not involve executive or administrative responsibilities.

29. At all relevant times herein, Mr. Dumay was an employee engaged in commerce and/or in the production of goods for commerce, as defined in the FLSA and its implementing regulations.

30. Until approximately the end of 2008, Mr. Dumay regularly worked approximately 40 hours a week, and was properly paid for overtime on the occasions when he did work in excess of 40 hours.

31. Starting in approximately 2009, when Dewey & Leboeuf opened a new network operations center (the "Center"), Mr. Dumay's schedule changed.

32. He was scheduled to regularly work a 48 hour week.

33. In addition, Mr. Dumay often covered additional shifts when other employees were absent, or when the network operations center was understaffed.

34. As a result, Mr. Dumay frequently worked as much as 56 hours in a week.

35. Mr. Dumay was paid at an hourly rate of \$22 per hour.

36. At the end of his first pay period at the Center, Mr. Dumay submitted a time sheet to his supervisor at Dewey & Leboeuf, Thomas Lord, with more than 40 hours on it.

37. Mr. Lord, who was required to sign off on all time sheets before submitting them to Robert Half, instructed Mr. Dumay not to do so again, but instead to only submit time sheets with 40 hours or less on them.

38. Mr. Dumay was instructed by Mr. Lord to "carry over" the additional, overtime hours until he had a pay period in which he worked less than forty hours, at which point he could claim credit for the overtime hours worked in prior pay periods.

39. As a result, Mr. Dumay would routinely have to wait weeks or months before he was paid for his overtime hours.

40. Moreover, he was only paid for these overtime hours at his regular rate of pay, with no overtime premium.

41. When Mr. Dumay complained about this arrangement, via email, to Bob Cadet, the director of Robert Half's Long Island office and Mr. Dumay's supervisor, he was told, "[Thomas Lord] is not violating the law" and that he would just have to wait until Robert Half could find another placement for him.

42. Defendants willfully failed to pay Mr. Dumay the overtime "bonus" for hours worked beyond 40 hours in a workweek, in violation of the FLSA, the New York Labor Law, and the supporting New York State Department of Labor regulations.

43. Mr. Dumay was frequently required to work in excess of ten hours per day, yet defendants willfully failed to pay him one additional hour's pay at the minimum wage for each day he worked more than ten hours in violation of the New York Labor Law and the supporting New York State Department of Labor regulations.

44. Upon information and belief, throughout the period of Mr. Dumay's employment, both before that time

(throughout the Collective Action Period) and continuing until today, defendant Robert Half has likewise employed other individuals like Mr. Dumay and has assigned them to work for Deewy & Lebouef (the Collective Action Members) in non-exempt positions that required no capital investment, and with duties and responsibilities that did not include any managerial responsibilities or the exercise of independent judgment.

45. Upon information and belief, these other individuals also worked in excess of forty hours per week, yet defendants likewise failed to pay them overtime compensation of one-and-one-half times their regular hourly rate in violation of the FLSA and the New York Labor Law, or to pay them an additional hour's pay at the minimum wage for each day they worked more than ten hours, in violation of New York Labor Law.

46. Upon information and belief, while defendants employed Mr. Dumay, and throughout all relevant time periods, defendants failed to maintain accurate and sufficient time records and failed to post or keep posted a notice explaining the minimum wage and overtime pay rights provided by the FLSA.

COUNT I

(Fair Labor Standards Act - Overtime)

47. Mr. Dumay, on behalf of himself and all Collective Action Members, repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

48. At all relevant times, defendants employed Mr. Dumay and each of the Collective Action Members within the meaning of the FLSA.

49. At all relevant times, defendants had a policy and practice of refusing to pay overtime compensation to their employees for hours they worked in excess of forty hours per workweek, by "shifting" those hours to weeks in which the employees worked less than forty hours.

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

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

52. Due to defendants' FLSA violations, Mr. Dumay and the Collective Action Members are entitled to recover from defendants their unpaid overtime compensation, an additional equal amount as liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

COUNT II

(New York Labor Law - Overtime)

53. Mr. Dumay repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

54. At all relevant times, Mr. Dumay was employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

55. Defendants willfully violated Mr. Dumay's rights by failing to pay him overtime compensation at rates not less than one-and-one-half times the regular rate of pay for each hour worked in excess of forty hours per workweek in violation of the New York Labor Law §§ 650 *et seq.* and its supporting regulations in 12 N.Y.C.R.R § 142.

56. Defendants' failure to pay overtime was willful within the meaning of New York Labor Law § 663 and supporting regulations.

57. Due to defendants' New York Labor Law violations, Mr. Dumay is entitled to recover from defendants his unpaid overtime compensation, liquidated damages, interest, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law § 663(1).

COUNT III

(New York Labor Law - Spread of Hours)

58. Mr. Dumay repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

59. At all relevant times, Mr. Dumay was employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

60. Defendants willfully violated Mr. Dumay's rights by failing to pay him an additional hour's pay at the minimum wage for each day he worked more than ten hours, in violation of the New York Labor Law §§ 650 *et seq.* and its regulations in 12 N.Y.C.R.R § 142-2.4.

61. Defendants' failure to pay the "spread of hours" premium was willful within the meaning of New York Labor Law § 663 and supporting regulations.

62. Due to defendants' New York Labor Law violations, Mr. Dumay is entitled to recover from defendants his unpaid compensation, liquidated damages, interest, reasonable

attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law § 663(1).

COUNT IV

(New York Labor Law - Failure to Pay Wages)

63. Mr. Dumay repeats, realleges, and incorporates by reference the foregoing allegations as if set forth fully and again herein.

64. At all relevant times, Mr. Dumay was employed by defendants within the meaning of the New York Labor Law, §§ 2 and 651.

65. Defendants willfully violated Mr. Dumay's rights by failing to pay him all wages owed in a timely manner, in violation of New York Labor Law § 191 and its implementing regulations.

66. Defendants' failure to pay wages was willful within the meaning of New York Labor Law § 198 and supporting regulations.

67. Due to defendants' New York Labor Law violations, Mr. Dumay is entitled to recover from defendants liquidated damages for unreasonably delayed wages, interest, reasonable attorneys' fees, and costs and disbursements of the action, pursuant to New York Labor Law § 198.

PRAYER FOR RELIEF

WHEREFORE, Mr. Dumay respectfully requests that this Court grant the following relief:

- a. Designation of this action as a collective action on behalf of the Collective Action Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b), and appointing plaintiff and his counsel to represent the Collective Action members;
- b. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the New York Labor Law;
- c. An injunction against defendants and their officers, agents, successors, employees, representatives, and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth herein;

- d. A compensatory award of unpaid compensation, at the statutory overtime rate, due under the FLSA and the New York Labor Law;
- e. An award of liquidated damages as a result of defendants' willful failure to pay overtime compensation pursuant to 29 U.S.C. § 216 and New York Labor Law;
- f. Compensatory and liquidated damages for failure to pay the "spread of hours" premium;
- g. Liquidated damages for failure to pay for all hours worked in a timely manner;
- h. Back pay;
- i. Punitive damages;
- j. An award of prejudgment and postjudgment interest;
- k. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- l. Such other, further, and different relief as this Court deems just and proper.

Dated: March 17, 2011

David Stein

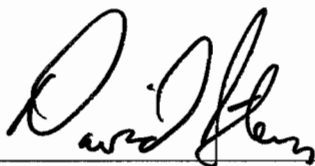
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Michael Samuel (MS 7997)
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(212) 563-9884

Attorneys for Plaintiff

DEMAND FOR TRIAL BY JURY

Pursuant to Fed.R.Civ.P. 38 (b), plaintiff Mr. Dumay demands a trial by jury on all questions of fact raised by this complaint.

Dated: March 17, 2011



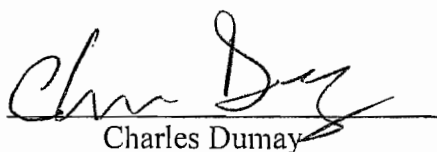
David Stein (DS 2119)
Michael Samuel (MS 7997)
SAMUEL & STEIN
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(212) 563-9884

Attorneys for Plaintiff

EXHIBIT A

CONSENT TO SUE

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Robert Half, Dewey & LeBoeuf, and their affiliates to pay me, *inter alia*, overtime wages as required under state and/or federal law and also authorize the filing of this consent in the action(s) challenging such conduct, and consent to being named as the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning this action. I have been provided with a copy of a retainer agreement with the law firms of Samuel & Stein and Berger Attorney P.C., and I agree to be bound by its terms.


Charles Dumay

Date: July 27, 2010