

FILED

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
17-CVS-23818

2017 DEC 28 PM 4:46

MECKLENBURG CO. C.S.C.

ALEXANDRA DUET,  
SCARLET GRETH,  
ADRIA SMITH, and  
BRITTNI WINCHESTER

BY \_\_\_\_\_

Plaintiffs,

v.

**COMPLAINT**

CHRISTENBURY EYE CENTER, P.A.  
JONATHAN D. CHRISTENBURY, M.D.,  
KATHERINE RINEHARDT and ROBERT  
ELLIS,

Defendants.

Plaintiffs Alexandra Duet ("Duet"), Scarlet Greth ("Greth"), Adria Smith ("Smith"), and Brittni Winchester ("Winchester")(collectively, "Plaintiffs") complaining of Defendants Christenbury Eye Center, P.A. ("CEC"), Jonathan Christenbury, M.D. ("Christenbury"), Katherine Rinehardt ("Rinehardt"), and Robert Ellis ("Rob Ellis" or "Ellis")(collectively, "Defendants"), allege as follows:

**NATURE OF ACTION**

1. Plaintiffs, who were employees of CEC, owned and operated by Christenbury, and managed by Defendants, bring this action against Defendants for violation of the North Carolina Wage and Hour Statute § 95-25.7A, Fraudulent Inducement, Fraud, and violation of the North Carolina Unfair and Deceptive Trade Practices Act. Plaintiffs seek damages, including all unpaid wages, expense reimbursement, double damages, treble damages, compensatory and punitive damages, as well as interest, attorneys' fees, and costs.

### **JURISDICTION AND VENUE**

2. This court has personal jurisdiction under N.C. Gen. Stat. § 1-75.4 as the Defendants, upon information and belief, have been and are engaged in substantial activity within Mecklenburg County, North Carolina.

3. This court has subject matter jurisdiction in that the damages to Plaintiff as a result of the acts or omissions of Defendants causing damages to Plaintiffs occurred in North Carolina. Upon information and belief, the total amount in controversy is in excess of \$25,000.

4. Venue is proper in this court under N.C. Gen. Stat. § 1-79 as, upon information and belief, Defendants conducted and continue to conduct business in Mecklenburg County, North Carolina.

### **PARTIES**

5. Duet is a citizen and resident of Mecklenburg County, North Carolina.

6. Greth is a citizen and resident of Mecklenburg County, North Carolina.

7. Winchester is a citizen and resident of Union County, North Carolina.

8. Smith is a citizen and resident of Union County, North Carolina.

9. Defendant CEC is a professional association formed under the laws of the state of North Carolina, with its principal office and place of business located at 3621 Randolph Road, Charlotte, North Carolina, 28211.

10. Upon information and belief, Defendant Christenbury is an individual residing in Mecklenburg County, North Carolina and is the President and Medical Director of Defendant CEC and had ultimate domination and control over all aspects of CEC.

11. Upon information and belief, Rinehardt is an individual residing in Cabarrus County, North Carolina, and serves in a management function over the revenue cycle, payroll,

operations of CEC. In addition, upon information and belief, she holds herself out as the Office Manager of CEC.

12. Upon information and belief, Ellis is an individual residing in Mecklenburg County, North Carolina, and is the Chief Financial Officer of CEC.

13. Upon information and belief, at all relevant times, Christenbury, Rinehardt, and Ellis managed the finances of CEC and made the decisions about payroll, including who got paid what and when.

14. At all relevant times, CEC, Christenbury, Rinehardt, and Ellis were “employers” within the meaning of N.C. Gen. Stat. § 95-25.2(5) because they were acting directly or indirectly in the interest of the employer.

15. At all relevant times, Plaintiffs were “employees” as defined by N.C. Gen. Stat. § 95-25.2(4).

16. While Plaintiffs worked for CEC, Defendants had a fiduciary duty as managers of the business to only ask Plaintiffs to provide services for which Defendants had the ability to pay, the intention of payment, and for which Defendants had made provision to manage CEC’s finances to be able to pay Plaintiffs.

### **BACKGROUND**

17. During Plaintiffs’ employment, Defendants were in the business of providing medical services in the field of ophthalmology, which is a branch of medicine dealing with the anatomy, physiology, and diseases of the eye.

18. Duet was hired by Defendants on or about January 1, 2015, as a Patient Services Representative, and was thereafter promoted to include working as a Junior Surgery Scheduler and worked in that position until December 1, 2017, when Defendants closed the business.

19. Greth was hired by Defendants on or about March 19, 2017 as a Patient Services Representative, and worked in that position until December 1, 2017, when Defendants closed the business.

20. Winchester was hired by Defendants in or around March 2016 as a Patient Services Representative, and was thereafter promoted with increased responsibilities as a Junior Surgery Scheduler, and continued in that role until December 1, 2017, when Defendants closed the business.

21. Smith was hired by Defendants on or about September 10, 2017 as a Surgery Scheduler and was thereafter promoted to Senior Surgery Scheduler and Patient Representative Manager.

22. During their employment, each of the Plaintiffs was entitled to bonuses for their services.

23. Duet and Winchester were entitled to bonuses of \$50 each per elective surgery scheduled, including Lasik, Multifocal, Cataract with Multifocal, Visian, and Intacs. Duet and Winchester were entitled to \$25 each per elective evaluation scheduled, provided the patients had the surgery and CEC was paid for those surgeries. The bonuses were due to be paid to Duet and Winchester were on a monthly basis.

24. Greth was entitled to bonuses of \$25 for each surgery evaluation scheduled, provided the patient had the surgery and CEC was paid for those surgeries. Payment by CEC for the bonuses earned by Greth were to be paid on a monthly basis.

25. During the course of her employment, Smith was entitled to bonuses of \$50 for each surgery scheduled by herself or the Junior Schedulers, for the first 55 patients scheduled per

month. Thereafter, Smith was paid \$50 for each surgery she personally scheduled per month and \$25 for each surgery that the Junior Schedulers scheduled per month.

26. Upon information and belief, Defendants represented to Plaintiffs throughout their tenure that Defendants would pay the bonuses to Plaintiffs according to the bonus plans in effect for each of them, which determined the amount and timing of such payments.

27. After November 8, 2017, Smith was only paid bonuses for patients she personally scheduled, at the rate of \$50 for each elective surgery scheduled.

28. Upon information and belief, on or after November 8, 2017, Defendants denied Smith access to documentation of the surgeries she and the junior schedulers scheduled as well as documentation of when payments were made for such surgeries.

29. Upon information and belief, the Junior Surgery Schedulers did not have access to the documentation for all the surgeries they had scheduled and documentation of payment for those surgeries.

30. Upon information and belief, Defendants denied Smith and the Junior Surgery Schedulers access to the information to make it more difficult for them to calculate and demand payment of their bonuses.

31. Upon information and belief, during Plaintiffs' employment, Defendants deducted time from Plaintiffs' paychecks for lunch or breaks even if Plaintiffs did not take lunch or take a break.

32. Upon information and belief, Defendants also deducted from Plaintiffs' pay for personal telephone calls even if the calls were short and inconsequential and beyond the amount of time for the calls.

33. Such deductions were in violation of the applicable wage and hours laws.

34. Plaintiffs are entitled to be reimbursed by Defendants for wrongful deductions from their wages in violation of the North Carolina Wage & Hour Act.

35. On or about November 29, 2017, Defendant Christenbury relinquished his North Carolina medical license. At the time, he was the only physician working at CEC.

36. On or about December 1, 2017, Defendants closed the office.

37. However, Defendants were collecting monies from patients scheduled by Plaintiffs without the intention of paying Plaintiffs in full and on time for their earned bonuses, in particular, starting in or around August/September 2017 through the present.

38. Defendants failed to disclose to Plaintiffs that they were being asked to provide services to schedule surgeries for which Defendants collected revenue which they diverted to other purposes, including payment to themselves personally, rather than setting a portion of that revenue aside to pay Plaintiffs their earned bonuses.

39. As of December 1, 2017, the Plaintiffs were no longer employed by CEC.

40. At the time of their terminations, Defendants had not paid Plaintiffs in full for bonuses due to them through the pay period prior to their termination.

41. After their terminations, Defendants have failed and refused to pay Plaintiffs in full for the bonuses outstanding as of the date of termination which were due to be paid on the pay period immediately following December 1, 2017.

42. Despite notice and demands from the Plaintiffs, Defendants have failed and refused to pay Plaintiffs for their unpaid bonuses and for their accrued, unused vacation.

43. The amounts owed to Duet for unpaid bonuses and accrued unused vacation are as follows:

September Bonuses: \$ 550.00

October Bonuses:     \$ 550.00

November Bonuses:   \$ 600.00 (estimate)

Accrued PTO:         \$1,750.00 (8 hours at \$15.00 per hour)

Despite notice from Smith, Defendants have failed and refused to pay the monies due as described above.

44. The amounts owed to Greth for unpaid bonuses and accrued unused vacation are as follows:

September Bonuses:     \$ 100.00

October Bonuses:        \$ 300.00

November Bonuses:     \$ 500.00 (estimate)

Accrued PTO:            \$ 227.50

Despite notice from Smith, Defendants have failed and refused to pay the monies due as described above.

45. The amounts owed to Westchester for unpaid bonuses and accrued unused vacation are as follows:

October Bonuses:        \$ 300.00

November Bonuses:     \$ 450.00 (estimate)

Accrued PTO:            \$ 176.00 (11 hours at \$16 an hour)

Despite notice from Smith, Defendants have failed and refused to pay the monies due as described above. Westchester is owed an additional \$30.00 in mileage for delivering Christmas gifts for Christenbury, which Defendants have failed to pay.

46. The amounts owed to Smith for unpaid bonuses and accrued unused vacation are as follows:

September Bonuses:	\$1,750.00
October Bonuses:	\$1,150.00
November Bonuses:	\$1,175.00
Accrued PTO:	\$ 750.40

Despite notice from Smith, Defendants have failed and refused to pay the monies due as described above.

47. Defendants collectively denied Plaintiffs payment in full for the compensation due to them.

48. Upon information and belief, Defendants have not disputed the unpaid compensation due, they have simply failed and refused to pay the compensation due.

49. Upon information and belief, Defendants allowed Plaintiffs to continue work knowing that they did not have the funds to pay them or did not intend to pay them.

50. Upon information and belief, Defendants allowed Plaintiffs to work without intending to pay their past due bonuses or bonuses earned in the future.

51. Upon information and belief, Defendants allowed Plaintiffs to continue work without setting aside sufficient funds and without intending to pay them their accrued, unused vacation.

52. Upon information and belief, Defendants continued to allow Defendant Christenbury to withdraw monies from CEC even when there were not sufficient funds to pay Plaintiffs their bonuses and PTO.

53. Upon information and belief, Defendants charged patients in advance and patients paid in advance for medical services that were never provided at CEC.



54. Indeed, upon information and belief, Defendants were collecting or attempting to collect payment from patients a month in advance during the months leading up to their closure of the practice.

55. Upon information and belief, Defendants ran the business without paying employees and vendors in full or on time, while allowing Defendant Christenbury to withdraw monies for his personal use, and while paying the other Defendants.

56. Upon information and belief, Defendants ran the business without paying employees their wages and bonuses in full and on time and without setting aside funds for the employee's accrued PTO, while continuing to pay themselves.

57. Upon information and belief, Defendants purposefully cheated Plaintiffs out of timely payment in full of their wages with the hope and expectation that Plaintiffs would not file a legal action against them for those wages.

58. This complaint does not include claims for harassment, retaliation, or wrongful termination, which will be dealt with in separate actions, as appropriate.

**COUNT ONE**  
**(North Carolina Wage and Hour Violation)**

59. Plaintiff realleges and incorporates by reference the paragraphs above.

60. Upon information and belief, Defendants are the "employer" of Duet, Greth, Smith and Winchester within the meaning of the North Carolina General Statutes, which states that an "employer" "includes any person acting directly or indirectly in the interest of an employer in relation to an employee." §95-25.2(5).

61. Pursuant to N.C. Gen. Stat. §95-25.2(16), the "Wage" paid to an employee is compensation for labor or services provided by an employee. For the purposes of N.C. Gen. Stat. 95-25.6 through N.C. Gen. Stat. §95-25.13 "wage" includes sick pay, vacation pay, commissions,

bonuses, and other amounts promised to the employee pursuant to the employer's policies and practices.

62. N.C. Gen. Stat. §95-25.7 requires that an employee whose employment is "discontinued" for any reason shall be paid all wages and accrued and unpaid vacation time on or before the next regular pay day. Vacation time or paid time off ("PTO") may not be forfeited unless the employee has been notified in writing or through a posting available to all employees, in accordance with N.C. Gen. Stat. § 95-25.13, of a policy or practice, which results in forfeiture.

63. Failure to pay all compensation due and owing to Duet, Greth, Smith and Winchester by the next regular pay date after the cessation of their employment is a violation of the North Carolina Wage & Hour Act, N.C. Gen. Stat. § 95-25.1 *et seq.* ("Wage & Hour Act").

64. N.C. Gen. Stat. § 95-25.7A provides that where compensation or wages are in dispute, the employer shall pay wages, or that part of the wages, which the employer concedes to be due without condition...and that the employee retains all remedies that the employee might otherwise be entitled to regarding any balance of wages claimed by the employee; and acceptance of a partial payment of wages under this section by the employee does not constitute a release of the balance of the claim; further, any release of the claim required by an employer as a condition of partial payment is void.

65. Upon information and belief, Defendants have not paid Duet, Greth, Smith and Winchester the full wages payable to them on the next regular pay date following the cessation of their employment or at any time thereafter, including bonuses, PTO, and full wages due.

66. Upon information and belief, in addition to failing to pay Plaintiffs their bonuses and PTO due, Defendants have deducted from Plaintiffs' pay for breaks they did not take and for

short inconsequential telephone calls which did not interfere with their work. These deductions were illegal and unauthorized.

67. Upon information and belief, Defendants' actions were in bad faith; Defendants understood they were not authorized to make unilateral deductions from Plaintiffs wages for time Plaintiffs worked by mischaracterizing it as break time, and knew that they were obligated to pay Plaintiffs in full and on time for wages and bonuses due, and were obligated to pay Plaintiffs their accrued PTO upon termination.

68. As a result, Duet, Greth, Smith and Winchester are entitled to recover from Defendants, jointly and severally, unpaid wages, plus interest at the legal rate from the date due until paid in full, double damages and attorneys' fees pursuant to N.C. Gen. Stat. § 95-25.22 *et al*, and costs, in an amount not less than \$25,000 to be proven at trial.

**COUNT TWO**  
**(Fraudulent Inducement)**

69. Plaintiffs reallege and incorporate by reference the paragraphs above.

70. While Plaintiffs worked for CEC, Defendants had a fiduciary duty as managers of the business to only ask Plaintiffs to provide services for which Defendants had the ability to pay.

71. Upon information and belief, Defendants represented to Plaintiffs throughout their employment that Defendants would pay the bonuses to Plaintiffs according to the bonus plans in effect for each of them, which determined the amount and timing of such payments.

72. However, Defendants were collecting monies from patients scheduled by Plaintiffs without the intention of paying Plaintiffs in full and on time for their earned bonuses, in particular, starting in or around August/September 2017 through the present.

73. Defendants failed to disclose to Plaintiffs that they were being asked to provide services to schedule surgeries for which Defendants collected revenue which, upon information

and belief, Defendants diverted to other purposes, including payment to themselves personally, rather than setting revenue aside to pay Plaintiffs their earned bonuses and accrued PTO.

74. Defendants knew there was a duty to disclose or were recklessly indifferent to their duty to disclose this material information to Plaintiffs.

75. Upon information and belief, Defendants' concealment and false representations of material information as described above were reasonably calculated to deceive and did deceive Plaintiffs.

76. Upon information and belief, Defendants' concealments and false representations were made with the intent to deceive or with reckless disregard of the likelihood of deception and with the intent that they be acted upon.

77. As a result of Defendants' concealments and false representations as described above, Plaintiffs acted on the representations and continued to work and provide services for which Defendants received compensation that they diverted to their own benefit rather than paying Plaintiffs their proper share of those payments.

78. Plaintiffs' reliance on Defendants' concealments and false representations was reasonable because they knew or reasonably believed that sufficient monies were received by CEC from the surgeries and consultations they scheduled to pay Plaintiffs.

79. Upon information and belief, Defendants' intent all along as they got tighter on funds due to their mismanagement of CEC and its finances, was to divert money to themselves or for their benefit rather than paying Plaintiffs what was due to them.

80. Upon information and belief, Defendants were unjustly enriched at Plaintiffs' expense and in callous disregard of Plaintiffs' rights and interests.

81. Defendants' fraud against Plaintiffs was willful, malicious, or recklessly indifferent to the rights and interests of Plaintiffs, and the damages to them were reasonably predictable and foreseeable.

82. As a result of Defendants' fraud, Plaintiffs have suffered emotional distress, including some or all of the following symptoms: anxiety, depression, sleeplessness, changes in appetite, despondency, and other issues.

83. As a result of Defendants' fraud, Plaintiffs have suffered damages proximately caused by Defendants' fraud, in an amount in excess of twenty-five thousand dollars (\$25,000) to be determined at trial, including compensatory, consequential, general, special, and punitive damages, prejudgment interest, attorneys' fees, and the costs of this action, which they are entitled to recover from Defendants, jointly and severally.

**COUNT THREE**  
**(Fraud)**

84. Plaintiffs reallege and incorporate by reference the paragraphs above.

85. Upon information and belief, throughout Plaintiffs' employment, Defendants promised Plaintiffs they would be paid bonuses.

86. Upon information and belief, at the time Defendants made those promises and Plaintiffs were performing services for Defendants resulting in bonuses due, Defendants were not reserving and prioritizing payments to Plaintiffs.

87. Upon information and belief, Defendants were not reserving and setting aside funds for Plaintiffs' accrued PTO throughout their employment with CEC; instead, Defendants were diverting funds to Christenbury and themselves.

88. At the time that Plaintiffs' provided services for Defendants, Plaintiffs reasonably relied on Defendants' representations and reasonably expected timely payment in full for all wages and compensation due and owing to them.

89. Upon information and belief, at the time that Defendants received Plaintiffs' services, Defendants knew or had reason to know that Plaintiffs were relying on Defendants' promises of payment and expected to be paid in full and on time and voluntarily accepted the services provided by Plaintiffs.

90. Upon information and belief, Defendants financially benefitted from the services provided by Plaintiffs and permitted Plaintiffs to work without payment in full of all wages due.

91. Upon information and belief, Defendants' continued to pay themselves and allow Christenbury to take monies from CEC even when they knew that there were not enough funds to pay Plaintiffs and other employees their wages and bonuses and other monies due.

92. Upon information and belief, Defendants were unjustly enriched at Plaintiffs' expense and in callous disregard of Plaintiffs' rights and interests.

93. Defendants' false representations of material facts as described above were reasonably calculated to deceive and did deceive Plaintiffs.

94. Defendants false representations were made with the intent to deceive or with reckless disregard of the likelihood of deception and with the intent that they be acted upon.

95. As a result of Defendants' false representations as described above, Plaintiff relied and acted upon Defendants' false representations.

96. Plaintiffs' reliance on Defendants' false representations was reasonable.

97. Plaintiffs did in fact rely and act upon Defendants' false representations and suffered injury and damages as a proximate result of Defendants' fraud.

98. Defendants' fraud against Plaintiffs was willful, malicious, or recklessly indifferent to the rights and interests of Plaintiffs, and the damage to Plaintiffs were reasonably predictable and foreseeable.

99. As a result of Defendants' fraud, Plaintiffs have suffered emotional distress, including some or all of the following symptoms: anxiety, depression, sleeplessness, changes in appetite, despondency, and other changes.

100. As a result of Defendants' fraud, Plaintiffs have suffered damages proximately caused by Defendants' fraud, in an amount in excess of twenty-five thousand dollars (\$25,000) to be determined at trial, including compensatory, consequential, general, special, and punitive damages, prejudgment interest, attorneys' fees, and the costs of this action, which they are entitled to recover from Defendants, jointly and severally.

**COUNT FOUR**  
**(Unfair and Deceptive Trade Practices)**

75. Plaintiffs reallege and incorporate by reference the paragraphs above.

76. Upon information and belief, while Plaintiffs worked for CEC, Defendants had a fiduciary duty as managers of the business to only ask Plaintiffs to provide services for which Defendants had the ability to pay.

77. Upon information and belief, Defendants represented to Plaintiffs throughout the period of time they were earning bonuses that Defendants would pay the bonuses to Plaintiffs according to the bonus plans in effect for each of them, which determined the amount and timing of such payments.

78. However, upon information and belief, Defendants were collecting monies from patients scheduled by Plaintiffs without the intention of paying Plaintiffs in full and on time for

their earned bonuses, in particular starting in or around August and September of 2017 through the present.

79. In addition, upon information and belief, as Defendants' collected monies for services they provided, they did not set aside monies for Plaintiffs' accrued PTO.

80. Defendants failed to disclose to Plaintiffs that Plaintiffs were being asked to provide services to schedule surgeries for which Defendants collected revenue which they diverted to other purposes, including upon information and belief, payment to themselves personally, rather than setting a portion of that revenue aside to pay Plaintiffs their earned bonuses and accrued PTO.

81. Upon information and belief, Defendants knew there was a duty to disclosure or were recklessly indifferent to their duty to disclose this material information to Plaintiffs.

82. Upon information and belief, Defendants' concealments and false representations as described above were reasonably calculated to deceive and did deceive Plaintiffs.

83. Upon information and belief, Defendants concealments and false representations were made with the intent to deceive and with the intent that they be acted upon.

84. Defendants were acting unethically and unscrupulously to take advantage of Plaintiffs as described above.

85. As a result of Defendants' concealments and false representations as described above, Plaintiffs continued to work and provide services for which Defendants received compensation that they diverted to their own benefit rather than paying Plaintiffs their proper share of those payments.

86. Upon information and belief, Defendants were unjustly enriched at Plaintiffs' expense as a result.



87. Plaintiffs' reliance on Defendants' concealments and false representations was reasonable because they knew or reasonably believed that the monies received by CEC for the surgeries and consultations they scheduled were sufficient to pay Plaintiff for their work.

88. Upon information and belief, Defendants' intent all along as they got tighter on funds due to their mismanagement of CEC and its finances, was to avoid paying Plaintiffs in full and on time.

89. Defendants' fraud against Plaintiffs was willful, malicious, or recklessly indifferent to the rights and interests of Plaintiffs, and the damages to them were reasonably predictable and foreseeable.

90. As described above, due to their fraudulent conduct towards Plaintiffs, Defendants, acting in concert, engaged in unfair and/or deceptive acts or practices, in or affecting commerce, which has proximately caused injury to Plaintiffs pursuant to NC. Gen State § 75-1.1, et seq.

91. The actions complained of are actions which are not barred by the employer and employee relationship. *See Mayes v. Moore*, 419 F. Supp. 2d 775, 784 (M.D.N.C. 2006)

92. Under N.C. Gen. Stat. at § 75-1.1, a practice is unfair when it offends established public policy or when the act or practice is "unethical, unscrupulous, or substantially injurious to consumers." Defendants' acts as described above were unethical, unscrupulous and substantially injurious to Plaintiffs.

93. Defendants' actions were "in and affecting commerce" because defendants were "engaged in an activity involving an exchange of some time in which a participant could be characterized as a seller." *Id.* Providing medical services to patients for fees is in and affecting commerce.

94. To recover under N.C. Gen. Stat. § 75-1.1, the plaintiff need only show the unfair or deceptive act was the cause of the injuries incurred.

95. Here, Plaintiffs relied on the misrepresentations and concealments of Defendants to continue working for Defendants when, upon information and belief, Defendants did not have the intention to pay Plaintiffs in full and on time and instead, were diverting monies collected as a direct result of Plaintiffs' efforts, to the use and benefit of the Defendants, to the exclusion of Plaintiffs.

96. As a direct result of Defendants' unfair and deceptive acts in violation of the North Carolina Trade Practices Act, Plaintiffs have suffered pecuniary harm.

97. Pursuant to the North Carolina Trade Practices Act, Plaintiffs are entitled to recover from Defendants, jointly and severally, damages in excess of twenty-five thousand dollars (\$25,000), in an amount to be determined at trial, including compensatory, consequential, general, special, and treble damages, prejudgment interest, attorneys' fees, and the costs of this action.

98. In addition, Plaintiffs are entitled to recover treble damages pursuant to N.C. Gen. Stat. § 75-16.1.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully pray the Court as follows:

1. Pursuant to Count One (Wage and Hour), Plaintiffs have and recover of Defendants, jointly and severally, damages consisting of unpaid wages, interest at the legal rate from their termination date until paid in full, double damages, and attorneys' fees and costs, pursuant to N.C. Gen. Stat. § 95-25.22, in a total amount in excess of \$25,000 to be determined at trial;

2. Pursuant to Count Two (Fraudulent Inducement), the Plaintiffs have and recover from CEC and Christenbury, jointly and severally, damages in excess of \$25,000 in an amount to be proven at trial, including compensatory, consequential, general, special, and punitive damages, prejudgment interest, attorneys' fees, and the costs of this action;

3. Pursuant to Count Two (Fraud), the Plaintiffs have and recover from CEC and Christenbury, jointly and severally, damages in excess of \$25,000 in an amount to be proven at trial, including compensatory, consequential, general, special, and punitive damages, prejudgment interest, attorneys' fees, and the costs of this action;

4. Pursuant to Count Three (Unfair and Deceptive Trade Practices Act), the Plaintiffs have and recover from CEC and Christenbury, jointly and severally, damages in excess of \$25,000 in an amount to be proven at trial, including compensatory, consequential, general, special, and treble damages, prejudgment interest, attorneys' fees, and the costs of this action;

5. Plaintiffs have and recover from Defendants, jointly and severally, all costs incurred in this action, including attorneys' fees;

6. This action be tried by jury; and

7. The Court grant such other and further relief as it deems just and proper.

//

Respectfully submitted, this the 28<sup>th</sup> day of December, 2017.

MALONEY LAW & ASSOCIATES, PLLC

A handwritten signature in cursive script, appearing to read "MB Maloney", is written over a horizontal line.

Margaret Behringer Maloney, N.C. Bar No. 13253

Jennifer D. Spyker, N.C. Bar No. 46048

1824 East Seventh Street

Charlotte, NC 28204

[mmaloney@maloneylegal.com](mailto:mmaloney@maloneylegal.com)

[jspyker@maloneylegal.com](mailto:jspyker@maloneylegal.com)

Telephone: (704) 632-1622

Facsimile: (704) 632-1623

*Attorney for Plaintiff*