

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK)	
)	Civil Action No.: 2020-CP-46-_____
Jennifer Andrews,)	
)	
Plaintiff,)	
v.)	
)	SUMMONS
Anderson Hydra Platforms, Inc.,)	
Anderson Under Bridge, LLC, Cynthia)	
Dandridge, and Does 1-10,)	
_____ Defendants.)	

TO: DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer on the subscribers at their offices, 1901 Main Street, Suite 1200, Columbia, SC 29201 or Post Office Box 11803, Columbia, SC 29211, within thirty (30) days after the service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for judgment by default for the relief demanded in the Complaint.

s/ Shaun C. Blake
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April 17, 2020

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK)	
)	Civil Action No.: 2020-CP-46-_____
Jennifer Andrews,)	
)	
Plaintiff,)	
v.)	COMPLAINT
)	(Jury Trial Demanded)
Anderson Hydra Platforms, Inc.,)	
Anderson Under Bridge, LLC, Cynthia)	
Dandridge, and Does 1-10,)	
Defendants.)	

PARTIES, JURISDICTION, AND VENUE

1. Jennifer Andrews (“Andrews”) is a citizen and resident of North Carolina.
2. Anderson Hydra Platforms, Inc., is a domestic corporation that maintains its principal place of business in York County, South Carolina.
3. Anderson Under Bridge, LLC, is a domestic limited liability company that maintains its principal place of business in York County, South Carolina.
4. Cynthia “Cyndi” Dandridge (“Dandridge”) is a citizen and reside of York County, South Carolina.
5. Dandridge is a corporate officer and, upon information belief, majority owner of Anderson Hydra Platforms, Inc., and Anderson Under Bridge, LLC.
6. Dandridge exercises day-to-day control over both Anderson Hydra Platforms, Inc., and Anderson Under Bridge, LLC, and she is involved in the supervision and payment of Defendants’ employees, including Andrews.
7. In addition to the above-named Defendants, Plaintiff intends to name as additional defendants each “employer,” as defined in S.C. Code Ann. § 41-10-10(1) of the South Carolina Payment of Wages Act (“SCPWA”) or within the scope of § 5102 of the Emergency Paid Sick Leave Act (“EPSLA”) who is liable to her for failing to pay any

leave, wages or other amounts due to her on or after April 2, 2020.

8. Likewise, Plaintiff intends to name as additional defendants any other person or entity that is either an alter ego of any of the Defendants, or who is part of a joint venture or de facto partnership with any of the Defendants, or who is an entity that is amalgamated with and the part of a single business enterprise with any of the Defendants.

9. Does 1-10 are natural persons and other juridical entities whose true identity is unknown but are either a person, firm, partnership, association, corporation, company, receiver, or other officer of a court of this State, or an agent or officer of the above classes either employing Andrews in South Carolina or exercising ownership and operational control over such entities or that is the alter ego, joint venture, de facto partnership, or entity amalgamated with any of the foregoing.

10. This court possesses subject matter jurisdiction over this dispute pursuant to Article V, § 11 of the South Carolina Constitution.

11. The named Defendants are each subject to this court's exercise of personal jurisdiction over them pursuant to S.C. Code Ann. § 36-2-802.

12. Venue is proper in York County, South Carolina pursuant to S.C. Code Ann. §§ 15-7-30(C)(1), (C)(3), (E)(1), & (E)(2).

FOR A FIRST CAUSE OF ACTION
(VIOLATION OF THE EMERGENCY PAID SICK LEAVE ACT)

13. All prior allegations are reinstated herein verbatim.

14. Until April 6, 2020, Andrews was a full-time employee of Defendants within the meaning of the EPSLA. Her title of employment with Defendants was "Plant & Purchasing Director."

15. Defendants are covered employers under the EPSLA. Defendants are not health care providers or emergency responders, and Defendants are not otherwise exempt from enforcement of the EPSLA.

16. Andrews had been a full-time employee for Defendants for more than thirty (30) consecutive days prior to April 1, 2020.

17. For at least the twelve (12) months immediately preceding and including April 1, 2020, Defendants employed more than five and less than five hundred persons.

18. Andrews is the parent of and the primary caretaker for a son and a daughter, each under the age of eighteen (18) years, who have been enrolled in a secondary school, as defined by 20 U.S.C. § 7801, at all times relevant to this Complaint.

19. Prior to April 1, 2020, Andrews' children, whose secondary school is located in North Carolina, were forced to remain home due to the order of Gov. Roy Cooper, which closed all North Carolina public schools in response to the SARS-CoV-2/Covid-19 pandemic.

20. Andrews performed full-time work for Defendants through April 1, 2020.

21. On that day, Andrews' children began a home-based online course of schoolwork that required increased involvement and day-to-day care by Andrews.

22. At approximately 7:21 p.m. Eastern Time on April 1, 2020, Andrews promptly provided notice and requested in writing that Defendants immediately provide her paid leave under Congress' Families First Coronavirus Response Act, which became effective earlier that day and put into effect the EPSLA.

23. Andrews advised Defendants that she needed immediate leave in order to take care of her minor children who were forced to remain home due to the public health

emergency declared in response to the SARS-CoV-2/Covid-19 pandemic. This is qualifying basis for paid leave under §5102(a)(5) of the EPSLA.

24. In writings to Defendants on April 2, 2020 and April 3, 2020, Andrews repeatedly restated her request for the paid leave under reason “Number 5” contemplated by Congress within the EPSLA.

25. In response, Defendants delivered Andrews a termination letter on April 3, 2020, which Dandridge signed and backdated to March 30, 2020 in willful violation of §5104 of the EPSLA. The backdated termination letter stated that Defendants were terminating Andrews effective April 6, 2020.

26. In connection with sending the back-dated termination letter, Defendants told Andrews that they would not pay her any leave under the EPSLA.

27. Instead of providing her paid leave under the EPSLA beginning on April 2, 2020, Defendants reduced Andrews’ accrued paid time off (“PTO”) by ten (10) hours on April 2, 2020 in violation of §5102(e) of the EPSLA and the express prohibition against employers requiring an employee to use other paid leave before receiving the paid sick leave provided under the EPSLA.

28. In the back-dated termination letter, there was an indication that Defendants might re-hire Andrews effective on April 20, 2020. However, the Defendants, acting through their employee and agent Kaye Burks, sent Andrews a communication today, April 17, 2020, indicating that she would not be re-hired at this time.

29. Defendants have at all times failed to offer or make available to Andrews any of the amounts owed to her under the EPSLA in violation of the Families First Coronavirus Response Act and the Congressional intent to provide additional support and

protection to Plaintiff during the SARS-CoV-2/Covid-19 pandemic.

30. Defendants have never provided Plaintiff any basis under 29 C.F.R. 826.40(b)(1) as a reason for refusing to pay Plaintiff the leave due to her under the EPSLA, and upon information and belief, Defendant is not exempt for paying Plaintiff leave under the EPSLA for any reason articulated in 29 C.F.R. 826.40(b)(1).

31. Because of the foregoing misconduct, §5105 of the EPSLA provides that:

- a. Defendants are deemed to have violated 29 U.S.C. § 206 because of Defendants' willful failure to pay Plaintiff the leave due to her under §5102 of the EPSLA and requiring her to utilize her PTO rather than the paid leave provided for by Congress; and
- b. Defendants are deemed to have violated 29 U.S.C. § 215(a)(3) because of Defendants' willful violation of §5104 of the EPSLA by terminating Plaintiff following her request for paid leave under the EPSLA.

32. As a result of Defendants violation of the EPSLA, Plaintiff is entitled to all legal and equitable remedies provided by Congress under 29 U.S.C. § 216 & 217, including all unpaid leave, lost wages, liquidated damages, attorneys' fees, costs, prejudgment interest, and such other relief as the court may deem just and proper.

FOR A SECOND CAUSE OF ACTION

(VIOLATION OF THE SOUTH CAROLINA PAYMENT OF WAGES ACT)

33. All prior allegations are reincorporated herein verbatim.

34. Pursuant to the written terms of employment and the compensation agreement Defendants provided to Andrews and maintained in exchange for her work for them Defendants are required to pay Andrews accumulated and unused PTO upon termination unless she either resigned without giving and working the prescribed notice

period or unless Defendants terminated her for disciplinary reasons. Neither exception applies to Defendants' termination of Andrews.

35. However, Defendants have refused to pay the accumulated and unused PTO due to Andrews as "wages" under the SCPWA within forty-eight (48) hours of terminating Andrews or Defendants' next regular pay day.

36. Defendants' failure to comply with S.C. Code Ann. § 41-10-50 is knowingly, willfully and with reckless disregard of clearly applicable South Carolina law, which requires Defendants to pay all "wages" due to Andrews upon termination.

37. Therefore, Andrews is entitled to a payment from Defendants equal to the value of her unpaid wages, plus an additional payment equal to two (2) times those lost "wages" as liquidated damages, attorneys' fees, and costs.

WHEREFORE, Andrews hereby demands a jury trial on all causes of action so triable and requests entry of a judgment awarding her all payments and other legal and equitable relief provided to her under the EPSLA and the SCPWA; reimbursement of all cost, expenses and reasonable attorneys' fees; payment of prejudgment interest; and such other equitable relief as the court may deem just.

Respectfully submitted:

s/ Shaun C. Blake

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