UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JOHN SHERMAN AND NICHOLE CORRALES, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, PLAINTIFFS, V. 7-ELEVEN, INC. D/B/A SPEEDWAY, DEFENDANT.	CIVIL ACTION NO.: 3:26-CV-3930 JURY DEMAND

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs John Sherman and Nichole Corrales, individually and on behalf of all others similarly situated, for their complaint against the above-named Defendant, says as follows:

NATURE OF THE CASE

1. The FLSA was passed by Congress in 1938 in an attempt to eliminate low wages and long hours and to correct conditions that were detrimental to the health and well-being of workers. To achieve its humanitarian goals, the FLSA establishes standards of minimum wages and "limits to 40 a week the number of hours that an employer may employ any of her employees subject to the Act, unless the employee receives compensation for her employment in excess of 40 hours at a rate 'not less than one and one-half times the regular rate at which he is employed.'" *Walling v. Helmerich & Payne*, 323 U.S. 37, 40 (1944) (discussing the requirements of 29 U.S.C. § 207 (a)); *see also Brooklyn Sav. Bank v. O'Neil*, 324 U.S. 697, 707 (1945) (discussing the FLSA's minimum wage and maximum hour protections generally).

2. Defendant failed to pay Plaintiffs in accordance with the Fair Labor Standards Act. Specifically, Defendant failed to pay wages to Plaintiffs for performing work both before and after

assigned work shifts, in excess of 40 hours per week, and such that there weeks when Plaintiffs' weekly compensation failed to comply with the FLSA's minimum wage and overtime provisions.

3. Plaintiffs bring this action as a collective action pursuant to 29 U.S.C. § 216(b).

4. Plaintiffs seek a declaratory judgment, monetary damages, liquidated damages, prejudgment interest, and a reasonable attorney's fee and costs as a result of Defendant's policies and practice of failing to pay sufficient wages and proper overtime compensation under the FLSA.

5. Upon information and belief, within the three years prior to the filing of the Complaint, Defendant has willfully and intentionally committed violations of the FLSA as described, *infra*.

PARTIES

6. Plaintiff John Sherman is an individual who was employed by Defendant within the meaning of the FLSA, within the three-year period preceding the filing of this Complaint, and hereby consents to be a party in this action through the consent form attached as "Exhibit 1."

7. Plaintiff Nichole Corrales is an individual who was employed by Defendant within the meaning of the FLSA, within the three-year period preceding the filing of this Complaint, and hereby consents to be a party in this action through the consent form attached as "Exhibit 2."

8. Plaintiffs and "Class Members" are Defendant's current and former hourly paid employees that were required to perform training as a condition of working from any of Defendant's Speedway stores within the United States.

9. Defendant is a limited liability company registered to do business in this District and throughout the United States and can be served with process by and through its registered agent Corporate Creations Network Inc. at 2595 N Dallas Pkwy, Suite 350, Frisco, TX 75034, or wherever they may be found.

10. Defendant does business as Speedway.

11. Upon information and belief, Defendant maintains a website at https://www.speedway.com.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this case based on federal question jurisdiction pursuant to 28 U.S.C. § 1331, because Plaintiff's claims are based on federal law, namely the FLSA. *See* 29 U.S.C. § 216(b).

13. Defendant conducts business within the State of Texas and throughout the United States.

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because Defendant is headquartered in Irving, Texas within this District and a substantial part of the events or omissions giving rise to all claims occurred in this District.

COVERAGE

15. At all material times, Defendant acted, directly or indirectly, in the interest of employer with respect to Plaintiffs.

16. At all times hereinafter mentioned, Defendant has been an employer or joint employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

17. At all times hereinafter mentioned, Defendant has been an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

18. At all times hereinafter mentioned, Defendant has been an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprises have had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working

on goods or materials that have been moved in or produced for commerce by any person and in that said enterprise has had and has an annual gross volume of sales made or business done of not less than $500,000.00 (exclusive of excise taxes at the retail level which are separately stated).

19. At all times hereinafter mentioned, Plaintiffs and Class Members were individual employees who were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206-207.

FACTUAL ALLEGATIONS

20. Plaintiffs incorporate the preceding paragraphs by reference as if set forth fully in this section.

21. Defendant directly hired Plaintiffs, paid Plaintiffs wages, controlled Plaintiffs' work schedules, duties, protocols, applications, assignments and employment conditions, and kept at least some records regarding Plaintiffs' employment.

22. During each of the three years preceding the filing of this Complaint, Defendant employed at least two individuals who engaged in interstate commerce or business transactions, or who produce goods to be transported or sold in interstate commerce, or who handle, sell, or otherwise work with goods or materials that have been moved in or produced for interstate commerce.

23. Defendant's annual gross volume of sales made or business done is not less than $500,000.00 (exclusive of excise taxes at the retail level that are separately stated) in each of the three years preceding the filing of this Complaint.

24. Defendant is an "employer" within the meaning set forth in the FLSA and was at all times relevant to the allegations in this Complaint, Plaintiffs' employer, as well as the employer of the Class Members.

25. At all times material herein, Plaintiffs and other Class Members have been entitled to the rights, protections and benefits provided under the FLSA.

26. Defendant owns and operates convenience stores throughout the United States.

27. Defendant employed Plaintiff Sherman as an hourly-paid, non-exempt worker until December 2025, and worked at its location at 9416 Shelbyville Rd, Louisville, KY 40222..

28. Defendant employed Plaintiff Corrales as an hourly-paid, non-exempt worker until February 2025, and worked at its location at 6969 N Mesa St, El Paso, TX 79912.

29. Defendant also employed other hourly-paid workers within the three years preceding the filing of this lawsuit.

30. As hourly-paid employees, Plaintiffs were entitled to be paid each hour that was worked on Defendant's behalf and at a rate of at least $7.25 per hour.

31. Instead of following the FLSA, Plaintiffs and other similarly situated workers were required to complete training through a mandatory training platform. This training covered various topics including, but not limited to, food preparation, serving as a cashier, taking money orders, obtaining relevant certificates, and selling age-restricted products including alcohol and cigarettes, among other topics. Plaintiffs were not compensated for the time spent completing these trainings, which were required at regular intervals throughout their employment with Defendant. Despite mandating these trainings, Defendant did not permit these trainings to be completed while Plaintiffs were clocked-in for their regular shifts at Defendant's Speedway stores or ensure compensation was provided for this work when it was completed from home or outside of Plaintiff's regularly-scheduled shift times.

32. Upon information and belief, other hourly-paid workers were not compensated for this required, pre or post-clock-in work, including for mandatory training sessions that were

required to be completed to continue to perform work as an in-store employee at all of Defendant's Speedway locations.

33. Upon information and belief, the practice of failing to pay for mandatory trainings resulted in Plaintiffs and the Class Members working in excess of 40 hours per week and at hourly rates below $7.25 during at least one week covered by this lawsuit. Defendant failed to accurately track and pay for all hours of work, especially for time spent performing mandatory trainings required of all of Defendant's employees at Speedway locations.

34. In the absence of discovery, Plaintiffs estimate that this mandatory training necessitated up to 3 additional hours of work be performed off the clock at regular intervals throughout their employment with Defendant.

35. Upon information and belief, other hourly-paid workers had similar schedules, worked a similar number of hours off the clock as Plaintiffs, including while completing mandatory, uncompensated training sessions.

36. Defendant has employed other individuals under the same or similar pay provisions as Plaintiffs, and who were also denied all wages, payment at or above the minimum wage rate, or proper overtime compensation in the same manner as Plaintiffs.

37. Defendant knew or should have known that Plaintiffs and other hourly-paid workers were working additional hours off-the-clock for which they were not compensated.

38. At all relevant times herein, Defendant scheduled Plaintiffs to work 40 hours per week, thus these additional uncompensated training hours denied Plaintiffs owed overtime compensation and minimum wages for all hours worked.

39. Defendant knew or should have known that it was not paying Plaintiffs and other hourly-paid workers sufficient wages.

40. Defendant knew or showed reckless disregard for whether its actions violated the FLSA.

41. Defendant made no reasonable efforts to ascertain and comply with applicable law.

CAUSE OF ACTION: FAILURE TO PAY WAGES IN ACCORDANCE WITH THE FAIR LABOR STANDARDS ACT

42. Plaintiffs incorporate the preceding paragraphs by reference as if set forth fully in this section.

43. During the relevant period, Defendant violated and continues to violate Sections 6 and 7 of the FLSA, 29 U.S.C. §§ 206-7, and 215(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA as aforesaid, (1) for workweeks longer than 40 hours without compensating such employees for their work in excess of forty hours per week at rates no less than one-and-a-half times the regular rates for which they were employed and (2) at effective hourly rates below the minimum wage. Defendant acted willfully in failing to pay Plaintiff and the putative Collective Action Members in accordance with the law.

COLLECTIVE ACTION ALLEGATIONS

44. Plaintiffs incorporate the preceding paragraphs by reference as if set forth fully in this section.

45. Plaintiffs and the Class Members were all paid on an hourly basis and as such all admittedly eligible for the benefits of the FLSA under Defendant's own pay scheme.

46. During the period from three years prior to the filing of this suit until the filing of this suit, Defendant employed other individuals in a similar capacity as Plaintiffs and did not pay these hourly-paid employees for performing work in excess of 40 hours per week, at rates of at least $7.25 per hour, and due to this common practice that required these individuals to perform

hours long mandatory training sessions for no pay. Accordingly, the Class Members victimized by Defendant's unlawful pattern and practices are similarly situated in terms of job duties and pay provisions.

47. Like Plaintiffs, the Class Members regularly worked shifts of 40 hours or more in a workweek and at hourly rates at or near the effective minimum wage. Thus, additional and uncompensated time should be compensated at the rate of time and one half the Class Members' regular rate of pay or, minimally, at hourly rates required by minimum wage instead of $0.

48. Defendant's failure to compensate employees for all hours worked in a workweek as required by the FLSA results from generally applicable policies or practices and does not depend on the personal circumstances of the Class Members. Thus, Plaintiffs' experiences are typical of the experience of the Class Members. Although Defendant requires them to perform similar duties, the precise job requirements of the various Class Members do not prevent collective treatment. All Class Members, regardless of their precise job title, requirements, or rates of pay, are entitled to wages for all hours worked, payment at or above the minimum wage, as well as overtime wages for all hours worked over 40 in a workweek. Although the issue of damages may be individual in character, there is no detraction from the common nucleus of liability facts. The questions of law and fact are common to Plaintiff and the Class Members.

49. Defendant knowingly, willfully, or with reckless disregard carried out its illegal pattern or practice of failing to pay proper overtime compensation with respect to Plaintiffs and the Class Members.

50. Plaintiffs reserve the right to establish sub-classes and/or modify class notice language as appropriate in any motion to certify a collective action.

51. Plaintiffs further reserve the right to amend the definition of the putative class, or subclasses therein, if discovery and further investigation reveal that the putative class should be expanded or otherwise modified.

52. WHEREFORE, premises considered, Plaintiffs, individually and on behalf of other similarly situated persons, respectfully pray that Defendant be summoned to appear and to answer herein and for declaratory relief and damages as follows:

A. For an Order pursuant to Section 16(b) of the FLSA finding Defendant liable for unpaid back wages due to Plaintiffs (and those who may join in the suit) and for liquidated damages equal in amount to the unpaid compensation found due to Plaintiffs (and those who may join the suit);

B. For an Order awarding Plaintiffs (and those who may join in the suit) the costs of this action;

C. For an Order awarding Plaintiffs (and those who may join in the suit) attorneys' fees;

D. For an Order awarding Plaintiffs (and those who may join in the suit) pre- judgment and post-judgment interest at the highest rates allowed by law; and

E. For an Order granting such other and further relief as may be necessary and appropriate.

Respectfully Submitted,

/s/ J. Forester
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ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

This is the Original Complaint. Service of this Complaint will be made to Defendant with summons to be issued by the clerk in accordance with the Federal Rules of Civil Procedure.

/s/ J. Forester
J. Forester