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*Attorneys for Plaintiff Yanez
and all other persons similarly situated*

JOSE YANEZ, individually and on behalf
of all other persons similarly situated,

Plaintiff,

v.

MORRIS COUNTY GOLF CLUB,

Defendant.

SUPERIOR COURT OF NEW JERSEY
MORRIS COUNTY –
LAW DIVISION

DOCKET NO.: MOR-L-

CIVIL ACTION

CLASS ACTION COMPLAINT AND
JURY TRIAL DEMAND

Plaintiff Jose Yanez, on behalf of himself and all others similarly situated, hereby alleges through his attorneys, Lipsky Lowe LLP, as against Defendant Morris County Golf Club as follows:

NATURE OF THE ACTION

1. Morris County Golf Club is a private golf club.
2. Plaintiff Yanez worked for Morris County Golf Club as a Golf Caddy.
3. Plaintiff Yanez alleges, on his behalf and other similarly situated individuals, under R. 4:32-1 and 4:32-2, that Morris County Golf Club willfully violated the New Jersey Wage and Hour Law, as amended by the New Jersey Wage Theft Act, by (i) failing to pay the minimum wage and (ii) failing to pay overtime premium pay.

VENUE

4. Venue is proper in Morris County under R. 4:3-2(a)(3) because the causes of action arose in this County.

THE PARTIES

5. Plaintiff Yanez was and is, at all relevant times, an adult individual residing in Illinois.

6. Morris County Golf Club is, upon information and belief, a domestic limited liability company that is organized under New Jersey law and is authorized to do business in the State of New Jersey. Its principal place of business is at 36 Punch Bowl Road, Morristown, New Jersey 07960.

7. Morris County Golf Club, at all relevant times, employed Plaintiff Yanez and the Class Members, as defined below.

STATEMENT OF FACTS

Background¹

8. Morris County Golf Club is a private golf club in Morristown, New Jersey.

9. Morris County Golf Club has about 300 members.

10. Morris County Golf Club employs Golf Caddies during the golf season: April to November.

11. Morris County Golf Club employs approximately 30 Golf Caddies at any one time.

¹ The headers are only for organizational purposes.

12. Morris County Golf Club, at all relevant times, employs an individual in the “Caddy Master” position.

13. Morris County Golf Club’s Caddy Master has numerous responsibilities and duties concerning Golf Caddies, including assigning them to a golfer, supervising them, hiring and firing them, interviewing them, scheduling them, determining whether they will work on a particular day, disciplining them, setting the time of day by when they must report to the Club, telling them when they are done working for the day, and discussing with Golf Caddies when a member complains about them.

14. The Caddy Master will also discuss with Golf Caddies when a member complains about them.

15. Morris County Golf Club employees an “Assistant Caddie Manager” whose job description includes managing the caddie program:

[MEMBERSHIP](#)
[COMMUNICATIONS](#)
[GOLF](#)



[FOUNDATION](#)
[HANDICAPPING](#)
[RULES](#)



ASSISTANT CADDIE MANAGER - MORRIS COUNTY GOLF CLUB

ASSISTANT CADDIEMASTER

Salary: \$1,000.00 - \$1,500.00 Per Week

Total Yearly Compensation: \$55,000.00

Overview

Morris County Golf Club is looking for an individual who is highly motivated and energetic to assist in the management of its outside operation and caddie program. The position will include caddying and managing the outside operation when the Caddiemaster is not on property. The position includes free housing. The position is seasonal: Late March until TBD November.



CGSMA

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16. Morris County Golf Club requires its Golf Caddies to wear the same uniform: a bib and a hat with the Morris County Golf Club’s insignia.

17. Morris County Golf Club gives the Golf Caddies the hat and bib.

18. New Golf Caddies at Morris County Golf Club are required to undergo training.

19. With this level of control over them, Golf Caddies are not free from control or direction over their performance.

20. Their work as a Golf Caddy is squarely within and intertwined with the usual course of business and services that Morris County Golf Club offers: golf.

21. Golf Caddies are an intricate part of the experience of playing a round of golf at Morris County Golf Club.

22. About 70% of the golfers at Morris County Golf Club use a Golf Caddy.

23. Most golfers do not know what Golf Caddy will be assigned to them until the Caddy Master assigns them.

24. Golf Caddies must be on Morris County Golf Club property for the Caddy Master to assign them.

25. Morris County Golf Club's Golf Caddies often work exclusively at the Club for multiple continuous years during the golf season.

26. The Caddy Master often tells the Golf Caddies that if they caddy at another club that means they do not want to caddy at Morris County Golf Club.

Duties

27. Golf Caddies' duties involve carrying the golf bag for one or two golfers or guiding a group of four golfers during a round of golf (i.e., doing a "loop").

28. In addition to carrying the golfers' golf bags, Golf Caddies are required to find, identify and retrieve golfers' golf balls, clean the golfers' clubs and balls, correct divots on the golf course, rake sand traps after use, remove the flag from the hole on the

putting green, and provide the golfers, when asked, with suggestions on what club to use and information on the course.

29. The Golf Caddies performed all of their duties on Morris County Golf Club's property.

Hours and Days Worked

30. Golf Caddies report to the caddy shack 30 minutes prior to their first assigned loop.

31. Golf Caddies typically stop working around 6:00 or 6:30 p.m. – depending on when it gets too dark.

32. Golf Caddies are either requested by a golfer, pre-assigned by the Caddy Master or have to wait for the Caddy Master to assign them a golfer.

33. Golfers regularly do not know what golf caddy the Caddy Master will assign them for a loop.

34. A round of golf at Morris County Golf Club is typically between 4 and 4.5 hours.

35. Golf Caddies will, typically, caddy 1 or 2 rounds each day.

36. The Caddy Master decides how many rounds of golf a Golf Caddy will work in any given day.

37. The Caddy Master possesses and exercises meaningful discretion in rewarding and punishing Golf Caddies.

38. The Caddy Master rewards Golf Caddies who regularly arrive early by quickly assigning them a golfer in the morning and then assigning them another golfer later in the day.

39. Golf Caddies who take early morning loops are much more likely to be assigned an afternoon round by the Caddy Master, which results in the Caddies receiving more compensation.

40. The Caddy Master has fired Golf Caddies for various reasons, including for not speaking properly with members and for not showing up.

41. Golf Caddies work, on average, 5-6 days per week at Morris County Golf Club.

42. Golf Caddies work, on average, 50 hours per week at Morris County Golf Club.

43. At the end of Monday corporate or charity events, golf carts used by golfers and carts used by non-golfers would pile up at the front of the pro shop; and the Caddy Master would then instruct the Golf Caddies that they will not get paid until the golf carts were washed, parked and charged in the secondary and primary cart barns.

44. For large golf outings, the Caddy Master instructed the Golf Caddies to pull carts from the cart barn and set them at the staging area. Then, after the outing, the Caddy Master instructs the Golf Caddies to wash and store the carts.

Compensation

45. Morris County Golf Club does not pay the Golf Caddies any hourly rate.

46. Morris County Golf Club does not pay the Golf Caddies any compensation.

47. Morris County Golf Club does not pay the Golf Caddies any hourly rate.

48. When the Golf Caddies work more than 40 hours in a week, Morris County Golf Club does not pay them overtime premium pay: 1.5 times their hourly rate.

49. The only compensation² that the Golf Caddies receive comes from the golfers.

50. Golfers often, but not always, tip the Golf Caddies.

51. Morris County Golf Club never notified, verbally or in writing, it considers the Golf Caddies to be tipped employees and that it was claiming a tip credit against the minimum wage.

52. No agreement exists between Morris County Golf Club and the Golf Caddies that the bag fees or gratuities would count towards Morris County Golf Club's obligation to pay them a minimum wage and overtime.

53. Morris County Golf Club does not keep records of how much in bag fees are paid to the Golf Caddies. It does not track which Golf Caddies are paid bag fees and tips; it does not invoice the golfers for this compensation; and it does not ensure that the golfers pay either the bag fee or tips.

54. Golfers pay the Golf Caddies a \$80 fee per each golf bag they carry.

55. Morris County Golf Club determines the fee per golf bag.

56. Morris County Golf Club maintains no records on the amount of bag fees the Golf Caddies receive and provide no documentation to the Golf Caddies on the total amount of bag fees they receive per week or per year.

57. Golf Caddies have no input or ability to change the fee per bag.

58. Golfers often tip the Golf Caddies.

59. Tipping Golf Caddies is at the golfers' discretion, with golfers tipping the Golf Caddies various amounts.

² In using the term "compensation," Plaintiff does not concede that this money constitutes remuneration paid to Plaintiff from Defendant.

60. The bag fee and tips are Golf Caddies' sole compensation.

61. Some Morris County Golf Club members pay the bag fee with cash.

62. Morris County Golf Club does not pay Golf Caddies for the time they spend waiting for the Caddy Master to assign them a golfer.

63. Monday golf outings are the sole exception when Morris County Golf Club would pay the Golf Caddies, paying them \$40 per golfer.

Jose Yanez

64. Morris County Golf Club employed Plaintiff Yanez as a Golf Caddy from June 2020 to October 2020.

65. While working as a Golf Caddy for Morris County Golf Club, Plaintiff Yanez did not work at any other club.

66. During the golf season, Plaintiff Yanez worked 6-7 days a week at Morris County Golf Club.

67. Plaintiff Yanez regularly worked 5-6 hours per day, averaging around 45 hours per week.

68. Morris County Golf Club did not pay Plaintiff Yanez any hourly rate during his employment with the Club.

69. The sole compensation Plaintiff Yanez received during his employment with Morris County Golf Club comes from the golfers: the bag fees and tips.

70. Morris County Golf Club did not pay Plaintiff Yanez the statutory minimum wage.

71. Morris County Golf Club did not pay Plaintiff Yanez overtime premium pay.

72. None of the money paid by golfers to the Golf Caddies is credited as remuneration against Morris County Golf Club's overtime and minimum wage obligations to its Golf Caddies.

73. No agreement, written, express or implied, exist between Morris County Golf Club and the Golf Caddies on the tips and bag fees counting towards their compensation from the Clubs.

74. Plaintiff Yanez is subject to the same policies, procedures, control and oversight that other Morris County Golf Club Golf Caddies were subjected to.

75. Plaintiff Yanez knows from personal conversations and observations that he performs the same duties as other Golf Caddies, works approximately the same hours, is compensated the same way and is subject to the same policies and procedures as them.

76. Morris County Golf Club misclassified the Golf Caddies as independent contractors when they should have been classified as employees.

CLASS ACTION ALLEGATIONS

77. Plaintiff Yanez asserts these allegations and claims on his own and on behalf of similarly situated individuals:

All persons who work or have worked as Golf Caddies at Morris County Golf Club at any time between August 6, 2019 and the entry of judgment in this case (the "Class Members").

78. The Class Members identified above are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, and the facts on which the calculation of that number are presently within Morris County Golf Club's sole control, upon information and belief, more than 50 Class Members exist.

79. Plaintiff Yanez's claims are typical of the Class Members', and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute a lawsuit in court against a corporate defendant.

80. Morris County Golf Club has acted or refused to act on grounds generally applicable to the Class Members, making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class Members.

81. Plaintiff Yanez is committed to pursuing this action and has retained competent counsel experienced in employment law, wage and hour law, and class action litigation.

82. Plaintiff Yanez has the same interest in this matter as all other Class Members and his claims are typical of Class Members'.

83. Common questions of law and fact exist as to the Class Members that predominate over any questions solely affecting the individual Class Members, including:

a. Whether Morris County Golf Club employed the Class Members within the meaning of the NJWHL;

b. Whether Morris County Golf Club misclassified the Class Members as independent contractors;

c. Whether Morris County Golf Club failed or refused to pay the Class Members the statutory minimum wage;

d. Whether Morris County Golf Club failed or refused to pay the Class Members overtime premium pay for all hours worked in excess of 40 hours per workweek;

e. Whether Morris County Golf Club is liable for all damages claimed hereunder, including interest, costs and disbursements and attorneys' fees; and

f. Whether Morris County Golf Club should be enjoined from such violations of the NJWHL in the future.

FIRST CAUSE OF ACTION
FAILURE TO PAY THE OVERTIME PREMIUM PAY
UNDER THE NEW JERSEY WAGE AND HOUR LAW
(On Behalf of Plaintiff Yanez and the Class Action Members)

84. Plaintiff Yanez, on behalf of himself and the Class Members, repeats and realleges every allegation of the preceding paragraphs as if fully set forth herein.

85. Plaintiff Yanez and the Class Members are "employees" and Morris County Golf Club is an "employer," within the meaning of the New Jersey Wage and Hour Law ("NJWHL").

86. Under the NJWHL, Morris County Golf Club was and is required to pay Plaintiff Yanez and the Class Members 1.5 times their regular rate of pay for all hours they worked in excess of 40 per workweek. N.J. Stat. Ann. § 34:11-56a4 *et seq.*

87. Neither the bag fees nor tips count as remuneration for the Golf Caddies' employment and Morris County Golf Club cannot, therefore, credit that money against its overtime obligations owed to the Golf Caddies.

88. Morris County Golf Club failed to pay the Class Members the overtime wages to which they were entitled, violating the NJWHL.

89. Morris County Golf Club willfully violated the NJWHL by knowingly and intentionally failing to pay the Class Members overtime wages.

90. Pursuant to the NJWHL, as amended by the New Jersey Wage Theft Act, and due to Morris County Golf Club's violations, Plaintiff Yanez and the Class Members are entitled to recover from Morris County Golf Club their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, pre and post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

91. Plaintiff Yanez is not claiming the amendments to the NJWHL are to be applied retroactively.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
UNDER NEW JERSEY WAGE AND HOUR LAW
(On Behalf of Plaintiff Yanez and the Class Action Members)

92. Plaintiff Yanez repeats and realleges each and every allegation of the preceding paragraphs as if fully set forth herein.

93. Under the NJWHL, Morris County Golf Club was and is required to pay Plaintiff Yanez and the Class Members the statutory minimum wage. N.J. Stat. Ann. § 34:11-56a4(a).

94. The following chart shows the New Jersey minimum wage between 2019 and 2022:

Year	Minimum Wage
2019	\$10.00
2020	\$11.00
2021	\$12.00

2022	\$13.00
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95. Morris County Golf Club failed to pay the Class Members the minimum wage, violating the NJWHL.

96. Neither the bag fees nor tips count as remuneration for the Golf Caddies' employment and Morris County Golf Club cannot, therefore, credit that money against its minimum wage obligations owed to the Golf Caddies.

97. Morris County Golf Club willfully violated the NJWHL by knowingly and intentionally failing to pay the Class Members the minimum wage.

98. Pursuant to the NJWHL, as amended by the New Jersey Wage Theft Act, and due to Morris County Golf Club's violations, Plaintiff Yanez and the Class Members are entitled to recover from Morris County Golf Club their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, pre and post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Yanez, on behalf of himself and the Class Action Members, respectfully requests this Court grant the following relief:

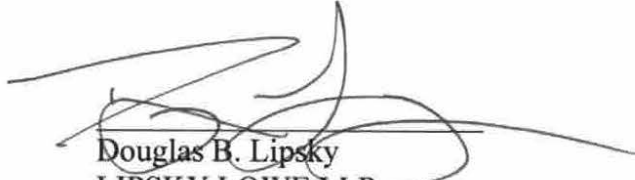
- a. Certifying this action as a class action under R. 4:32-1 and 4:32-2 and appointing Plaintiff Yanez and his counsel to represent the Class Members;
- b. An award for unpaid overtime premium pay under the NJWHL;
- c. An award for unpaid minimum wage under the NJWHL;
- d. An award of liquidated damages as a result of Morris County Golf Club's NJWHL violations;

- e. An award of pre-judgment and post-judgment interest;
- f. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- g. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to R. 4:35-1, Plaintiff Yanez hereby demands a trial by jury as to all issues so triable.

Dated: New York, New York
September 28, 2022

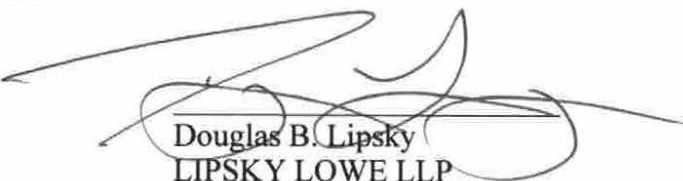


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*Attorneys for Plaintiff Yanez and all
similarly situated persons*

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:5-1(c), Plaintiff Yanez hereby designates Douglas B. Lipsky as trial counsel for Plaintiff Yanez and all Class Members.

Dated: New York, New York
September 28, 2022




Douglas B. Lipsky
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*Attorneys for Plaintiff Yanez and all
similarly situated persons*

CERTIFICATION PURSUANT TO R. 4:5-1(b)(2)

I hereby certify, under R. 4:5-1, that the matter in controversy is not the subject of any other pending legal proceeding or arbitration nor is any other legal proceeding contemplated to the best of my information and belief. Further, I know of no other party who should be joined in this lawsuit.

Dated: New York, New York
September 28, 2022

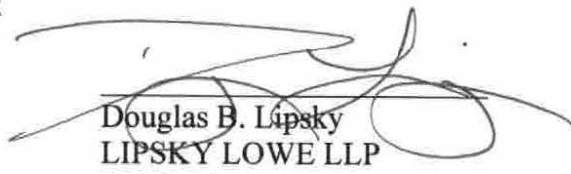


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CERTIFICATION PURSUANT TO R. 4:5-1(b)(3)

I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

Dated: New York, New York
September 28, 2022



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