



JOHN BALES
ATTORNEYS

UNPAID WAGES AND OVERTIME SPREADSHEET BOOKLET

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**UNPAID WAGES AND OVERTIME SPREADSHEET
FREQUENTLY ASKED QUESTIONS (FAQ)
BOOKLET**

The following provides an explanation as to the purpose in each column of the Unpaid Wage and Overtime Spreadsheet. The Spreadsheet will be provided to Party (“Employer”) as the basis for your claim after we receive your approval. Of course, the amounts may decrease or increase based on the additional information and documents produced as your matter proceeds. However, this is the information we are aware of at this time. We request that you review in detail the Spreadsheet so that you have a comprehensive understanding of it and make sure it is accurate and complete.

TABLE OF CONTENTS

The table of contents is empty because you aren’t using the paragraph styles set to appear in it.

[NEEDS TO BE CLEANED UP]

[ADD ADDITIONAL COLUMNS TO TEMPLATE AS THEY ARE USED IN CASES.]

[SELECT ALL THAT APPLY]

I. “WEEKS ENDING” COLUMN

This column lists the last day for each week between for that row between June 2006 and July 2, 2012. These dates are based on your answers to the Employment: Initial Wage and Hour Worksheet. The time period specified in the Spreadsheet is for three (3) years prior to June 11, 2013 because an argument exists that a three (3) year statute of limitations period may apply. Therefore, the Spreadsheet includes rows for the work weeks between June 11, 2010 and July 6, 2012.

As discussed, the three year statute of limitations can only be applied if an employer engaged in willful violation of the FLSA. Otherwise, it is a two (2) year statute of limitations. This is a high standard to achieve and seldom is accomplished. Accordingly, Employer will most likely claim that at most the two (2) year statute of limitations applies and may prevail on this issue because they do not believe they engaged in a willful violation. You stated that you understand and realize that this is your initial demand and you will probably be required to reduce it, if you wish to settle this case.

II. “HOURS WORKED” COLUMN

This column lists the number of hours you worked during each pay period. These hours are based on your statements to Michael during your introductory call on April 3, 2013, which you confirmed by signing the Employment: Initial Wage and Hour Worksheet. You stated that you worked an average of forty-eight (48) hours each week.

At this time, we do not have any of Employer’s business records that may or may not support your claim. If such records are received, it may become necessary to reduce the hours listed in the column. This will likely affect the amount of the recovery.

III. “OVERTIME HOURS WORKED” COLUMN

This column lists the overtime hours you worked each pay period. These hours are based on your statements to Michael during your April 3, 2013 telephone conference, which you confirmed by signing the Employment: Initial Wage and Hour Worksheet. You stated that you worked an average of eight (8) overtime hours each week.

At this time, we do not have any of Employer’s business records that may or may not support your claim. If such records are received, it may become necessary to reduce the hours listed in the column. This will likely affect the amount of the recovery.

IV. “REGULAR RATE OF PAY” COLUMN

This column lists the amount you were paid in each pay period. These amounts are based on your statements to Michael during your April 3, 2013 telephone conference, which you confirmed by signing the Employment: Initial Wage and Hour Worksheet. You stated that between was (i) \$12.00 per hour between June 2010 and February 2011, (ii) \$13.00 between March 2011 and February 2012, and (iii) \$14.36 between March 2012 and your last date of employment.

At this time, we do not have any of Employer’s business records that may or may not support your claim. If such records are received, it may become necessary to reduce the regular rate of pay listed in the column. This will likely affect the amount of

the recovery.

V. “APPLICABLE OVERTIME RATE” COLUMN

The FLSA provides two ways to calculate the overtime wage. These methods depend on whether the employee is paid on an hourly or a salaried basis. Non-exempt employees paid on an hourly basis are likely entitled to one and one half times the greater of the employee’s regular rate of pay or the applicable minimum rate for each hour worked over forty in a work week. Non-exempt employees paid on a salaried basis are likely entitled to one half times the greater of the employee’s regular rate of pay or the applicable minimum rate for each hour worked over forty in a work week.

We have based the determination that you were paid on an hourly basis because your statements to Michael during your April 3, 2013 telephone conference, which you confirmed by signing the Employment: Initial Wage and Hour Worksheet. You stated that the work you performed fluctuated and the amount of compensation you received each pay period changed depending on the number of hours you worked each week. Of course, Employer may argue that you were a salaried employee and are entitled to a lower (half time) overtime rate. If they are successful, this will lower the overtime rate you are entitled to receive. Of course, Employer will also probably dispute the amounts we used to determine the damages.

VI. “RATE COMPENSATED FOR EACH OVERTIME HOUR” COLUMN

This column lists the amount you were compensated at for each overtime hour worked. These amounts are based on your statements to Michael during your April 3, 2013 telephone conference, which you confirmed by signing the Employment: Initial Wage and Hour Worksheet. You stated that you were paid at your regular rate of pay for each hour worked over forty (40) in a workweek. Accordingly, this column lists your regular rate of pay.

VII. “AMOUNT OWED FOR EACH OVERTIME HOUR” COLUMN

This column lists the amount you are owed for each overtime hour you worked. These amounts are based on your statements to Michael during your April 3, 2013 telephone conference, which you confirmed by signing the Employment: Initial Wage and Hour Worksheet. You stated that you were paid at your regular rate of pay for each hour worked over forty (40) in a workweek. Based on your statements, you are owed the difference between the applicable overtime rate and your regular rate of pay for each overtime hour.

VIII. “OVERTIME WAGES – DAMAGES OWED” COLUMN

This column lists the amount of damages we calculated you are owed by

Employer each pay period for failing to pay you overtime wages for each hour worked above forty in the workweek. We calculated this amount by multiplying the number of hours listed in the column entitled "Overtime Hours Worked" by the amount you are owed for each overtime hour listed in the column entitled "Amount Owed For Each Overtime Hour."