

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 08-62021 GOLD/ MACALILEY

STEPHEN PARKES, on his own
behalf and others similarly situated,

Plaintiff,

v.

YACHT CHANDLERS, INC.,
a Florida corporation,

Defendant.
_____ /

NOTICE OF COMPLIANCE WITH COURT'S MARCH 23, 2009 ORDER

Plaintiff, STEPHEN PARKES, by and through his undersigned counsel, hereby files the fee ledgers for work done on behalf of Plaintiff in this matter. (See Exhibit A attached hereto) Such fees total \$9,881.50, and costs total \$745.00. Total fees and costs billed are \$10,626.50.

Additionally, Plaintiff would show that he entered into a retainer agreement which also provides for Plaintiff's counsel to receive 40% of the amount of the settlement, plus reasonable costs incurred.

Under such contingency provision of Plaintiff's retainer agreement, the total fees and costs to his counsel would be \$11,145.00. However, pursuant to the terms of the settlement agreement, the fees and costs to be recovered by Plaintiff's counsel are \$10,200.00.

Additionally, as further information to support the reasonableness of amount recovered by Plaintiff for his unpaid overtime wages, Plaintiff would show that his dates of employment were by and between August 2006 – May, 2007. His lawsuit was filed December 17, 2008 and assuming a two year statute of limitations, Plaintiff would have approximately 21 weeks at issue within the

typical two year statute of limitations. Plaintiff was earning \$1000/week, and to the extent the evidence supported that a half-time calculation as the proper method, (rather than time-and-a-half), as the half-time premium is properly the case when the evidence reflects the salary was intended to compensate for all hours worked, then assuming Plaintiff's estimate of 20 hours of overtime to be reasonable, (which Defendant disputes) his calculation of damages would be as follows: \$1,000/week divided by 60 hours per week = \$16.66 for which half-time premium is \$8.33/hour x 20 hours of overtime per week = \$166.66 x 21 weeks = = \$3,499.99, for which liquidated damages would double it to \$6,999.99. Plaintiff's statement of claim filed February 4, 2009 provided for a 3 year statute of limitations, which was a burden Plaintiff would not be able to overcome, and provided for a time-and-a-half calculation, which was a point of contention between the parties.

Pursuant to the Settlement at issue, Plaintiff is recovering \$15,800.00.

Plaintiff provides this additional information to assist the Court in its review of the Settlement Agreement.

Dated: March 27, 2009
Boca Raton, Florida

Respectfully submitted,

s/GREGG I. SHAVITZ

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed using the CM/ECF system on this 27th day of March 2009, which I understand will send a copy of same to all counsel of record.

s/GREGG I. SHAVITZ

Gregg I. Shavitz

SERVICE LIST

**Stephen Parkes v. Yacht Chandlers, Inc.
Case No: 08-62021 GOLD/ MACALILEY
United States District Court, Southern District of Florida**

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