UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KAYLON HINES, individually and on behalf of all others similarly situated, Plaintiff, v. SHAKE SHACK ENTERPRISES, LLC, Defendant.	Case No. ____________________ **JURY TRIAL DEMANDED** **COLLECTIVE ACTION PURSUANT TO 29 U.S.C. § 216(b)**

COLLECTIVE ACTION COMPLAINT

Plaintiff—Kaylon Hines ("Plaintiff" or "Hines")—brings this action individually and on behalf of all current and former salaried Managers and Assistant Managers (collectively, "Plaintiff and the Putative Collective Members"), who worked for Defendant—Shake Shack Enterprises, LLC ("Shake Shack")—anywhere in the United States, at any time during the relevant statute of limitations, through the final disposition of this matter, to recover unpaid overtime compensation, liquidated damages, and attorneys' fees and costs pursuant to the provisions of Sections 207 and 216(b) of the Fair Labor Standards Act of 1938 ("FLSA"), as amended 29 U.S.C. §§ 201–19.

OVERVIEW

1. This is a collective action to recover overtime wages, liquidated damages, and other applicable penalties brought pursuant to the FLSA, 29 U.S.C. §§ 201–19.

2. Plaintiff and the Putative Collective Members are those similarly situated persons who worked for Shake Shack, anywhere in the United States, at any time during the relevant time period(s) through the final disposition of this matter, and were not paid overtime compensation in violation of the FLSA.

3. Although Plaintiff and the Putative Collective Members have routinely worked (and continue to work) in excess of forty (40) hours per workweek, Plaintiff and the Putative Collective Members were not paid overtime of at least one and one-half times their regular rates for all hours worked in excess of forty (40) hours per workweek.

4. During the relevant time period(s), Shake Shack knowingly and deliberately failed to compensate Plaintiff and the Putative Collective Members the proper amount of overtime on a routine and regular basis.

5. Specifically, Shake Shack's regular practice was (and is) to misclassify Plaintiff and the Putative Collective Members as exempt from overtime and to pay them a salary but no overtime, even though their primary job duties consisted (and consist) of non-exempt work.

6. The effect of Shake Shack's practices were (and are) that Plaintiff and the Putative Collective Members were not (and are not) paid overtime of at least one and one-half times their regular rates for all hours worked in excess of forty (40) hours per workweek; thus, Shake Shack has failed to properly compensate Plaintiff and the Putative Collective Members the proper amount of overtime under the FLSA.

7. Plaintiff and the Putative Collective Members did not and currently do not perform work that meets the definition of exempt work under the FLSA.

8. Shake Shack knowingly and deliberately misclassified Plaintiff and the Putative Collective Members as exempt employees not entitled to overtime compensation.

9. The decision by Shake Shack not to pay overtime compensation to Plaintiff and the Putative Collective Members was neither reasonable nor in good faith.

10. Plaintiff and the Putative Collective Members seek to recover all unpaid overtime compensation, liquidated damages, and other damages owed under the FLSA as a collective action pursuant to 29 U.S.C. § 216(b).

11. Plaintiff also prays that all similarly situated workers (Putative Collective Members) be notified of the pendency of this action to apprise them of their rights and provide them an opportunity to opt-in to this lawsuit.

THE PARTIES

12. Plaintiff—Kaylon Hines ("Hines")—was employed by Shake Shack in Texas during the relevant time period(s). Plaintiff Hines did not receive overtime compensation for all hours worked in excess of forty (40) hours per workweek.[1]

13. The FLSA Collective Members are those current and former salaried Managers and Assistant who were employed by Shake Shack anywhere in the United States, at any time from August 17, 2023, through the final disposition of this matter, and have been subjected to the same illegal pay system under which Plaintiff Hines worked and was paid.

14. Defendant Shake Shack Enterprises, LLC ("Shake Shack") is a domestic limited liability company with its principal place of business in New York, New York, that is licensed to and doing business in the State of New York, and may be served through its registered agent for service of process: C/O United Corporate Services, Inc., 10 Bank Street, Suite 560, White Plains, New York, 10606.

JURISDICTION & VENUE

15. This Court has federal question jurisdiction over Plaintiff's claims under the FLSA, 29 U.S.C. §§ 201–19, pursuant to 28 U.S.C. § 1331.

[1] The written consent of Kaylon Hines is attached hereto as Exhibit "A."

16. Plaintiff has not entered into an arbitration agreement that would affect the Court's subject-matter jurisdiction.

17. This Court has general personal jurisdiction over Shake Shack because New York qualifies as its home state because its principal office is located in New York, New York, which is located within this District.

18. Venue is proper pursuant to 28 U.S.C. § 1391 in the Southern District of New York because Shake Shack maintains its corporate headquarters in New York, New York, which is located within this District.

BACKGROUND FACTS

19. Defendant Shake Shack is a fast-casual restaurant company that owns and operates hundreds of company-operated Shake Shack restaurants across the United States serving burgers, chicken, crinkle-cut fries, shakes, and frozen custard.[2]

20. On information and belief, Shake Shack establishes the uniform, company-wide compensation, staffing, training, and disciplinary policies applicable to all company-operated Shake Shack restaurants, including the decision to classify its salaried Managers and Assistant Managers as exempt from overtime.

Plaintiff and the Putative Collective Members are Similarly Situated

21. To operate its restaurants, Shake Shack employed (and continues to employ) numerous salaried Managers and Assistant Managers—including Plaintiff and the individuals that make up the putative collective.

[2] https://www.shakeshack.com (last visited August 17, 2026).

22. Plaintiff and the Putative Collective Members were employed by Shake Shack as salaried Managers and Assistant Managers who were classified as exempt from overtime and paid a salary but no overtime.

23. Plaintiff and the Putative Collective Members' job duties include performing the same non-exempt work performed by Shake Shack's hourly employees—running food and drink stations, preparing and serving food, assisting guests, covering staffing shortages, and providing breaks to hourly employees—along with routine tasks such as completing station charts, opening and closing the restaurant, placing truck orders, entering work orders, and performing outside marketing.

24. While exact job titles may differ, these salaried employees were subjected to the same or similar illegal pay practices for similar work.

25. Importantly, none of the FLSA exemptions relieving a covered employer (such as Shake Shack) of the statutory duty to pay its employees overtime at one and one-half times the regular rate of pay apply to Plaintiff or the Putative Collective Members.

26. Plaintiff Hines was employed by Shake Shack as a Manager from approximately September 2019 until February 2026, working at three (3) company-operated locations in and around Plano and Dallas, Texas, including Shake Shack's Legacy West and Uptown locations.

27. During their respective dates of employment with Shake Shack, Plaintiff and the Putative Collective Members typically worked (and continue to work) approximately forty-five (45) to fifty-five (55) hours per week.

28. Plaintiff and the Putative Collective Members are similarly situated with respect to their job duties, their pay structure, and the policies (and practices) of Shake Shack resulting in the complained of FLSA violations.

29. Plaintiff and the Putative Collective Members are similarly situated with respect to their job duties—that is, they all performed the same non-exempt work performed by Shake Shack's hourly employees while carrying out the same routine, policy-driven tasks assigned to salaried Managers and Assistant Managers.

30. Plaintiff and the Putative Collective Members are similarly situated with respect to their pay structure in that Shake Shack paid them a salary, classified them as exempt from overtime, and paid them no overtime compensation for hours worked in excess of forty (40) each workweek.

31. Plaintiff and the Putative Collective Members are similarly situated with respect to Shake Shack's policies (and practices) resulting in the complained of FLSA violations.

Managers and Assistant Managers Were Not Exempt From Overtime

32. Shake Shack paid (and continues to pay) Plaintiff and the Putative Collective Members a salary and classifies them as exempt from overtime under the FLSA.

33. Plaintiff and the Putative Collective Members conduct their day-to-day activities within designed parameters and in accordance with pre-determined operational plans, policies, and procedures devised by Shake Shack.

34. Specifically, Plaintiff and the Putative Collective Members' primary job duties consisted (and consist) of the same non-exempt work performed by Shake Shack's hourly employees, including running food and drink stations, preparing and serving food, taking orders, assisting guests, covering staffing shortages, and providing breaks to hourly employees.

35. Plaintiff and the Putative Collective Members spent (and spend) the substantial majority of their working time—approximately ninety percent (90%) or more—performing this

non-exempt work because of chronic staffing shortages and the need to provide breaks to hourly employees.

36. When Plaintiff and the Putative Collective Members performed this non-exempt work, they did so as line labor filling gaps created by Shake Shack's corporate labor-budgeting and staffing model—not as a means of supervising or directing the restaurant. During those periods, on information and belief, ultimate management responsibility for each restaurant rested with the restaurant's General Manager and Shake Shack's above-restaurant management pursuant to Shake Shack's uniform policies, and Plaintiff and the Putative Collective Members were not simultaneously exercising managerial discretion while running stations, preparing and serving food, and covering staffing shortages.

37. The remainder of Plaintiff and the Putative Collective Members' working time was spent on routine tasks—completing station charts, preparing employee schedules using Shake Shack's templated, labor-budget-driven scheduling system, opening and closing the restaurant, placing truck orders, entering work orders, tracking inventory, and performing outside marketing—all of which were completed in accordance with Shake Shack's pre-determined templates, procedures, and operational plans.

38. Plaintiff and the Putative Collective Members all performed (and perform) the same primary duties nationwide regardless of their specific job title or location.

39. They are uniformly trained by Shake Shack, and all abide by the same policies and procedures, regardless of their specific job title or location.

40. Plaintiff and the Putative Collective Members are not permitted to deviate from these parameters, plans, policies, and procedures and do not exercise discretion and independent judgment with respect to matters of significance.

41. When operational problems arise, Plaintiff and the Putative Collective Members are required to follow Shake Shack's policies or to seek guidance from other Shake Shack locations or more senior management; they do not resolve significant matters through their own independent judgment.

42. Plaintiff and the Putative Collective Members do not perform work that is directly related to the management or general business operations of Shake Shack.

43. Instead, Plaintiff and the Putative Collective Members perform work directly related to the production side of Shake Shack's business—that is, they prepare and serve food to Shake Shack's customers.

44. To the extent Plaintiff and the Putative Collective Members participate in personnel matters such as hiring, discipline, or termination, their participation is dictated and controlled by Shake Shack's uniform company-wide policies, including its point-based disciplinary system, from which they cannot deviate.

45. To the extent Plaintiff and the Putative Collective Members make suggestions or recommendations regarding hiring, firing, advancement, promotion, or any other change of status, that participation is ministerial: it merely applies Shake Shack's uniform, company-wide criteria—including its point-based disciplinary system—from which Plaintiff and the Putative Collective Members cannot deviate, and it does not involve the exercise of managerial discretion or independent judgment.

46. Plaintiff and the Putative Collective Members are not responsible for setting rates of pay.

47. The FLSA mandates that overtime be paid at one and one-half times an employee's regular rate of pay for all hours worked over forty (40) each week.

48. Plaintiff and the Putative Collective Members regularly worked (and continue to work) in excess of forty (40) hours per week but never received (and do not receive) any overtime compensation.

49. For example, during Plaintiff Hines's last full workweek with Shake Shack in February 2026, Plaintiff Hines worked approximately fifty (50) hours. As a result of Shake Shack's misclassification, Plaintiff Hines was not paid for approximately ten (10) hours of overtime that week.

50. Shake Shack denied Plaintiff and the Putative Collective Members overtime pay as a result of a widely applicable, illegal pay practice.

51. Plaintiff and the Putative Collective Members are non-exempt employees under the FLSA.

52. Although it is well-known that employees whose primary duties consist of non-exempt work, like Plaintiff and the Putative Collective Members, are not exempt from overtime, Shake Shack did not pay Plaintiff and the Putative Collective Members the additional overtime premium required by the FLSA for hours worked in excess of forty (40) in a workweek.

53. Shake Shack applied this pay practice despite the well-established rule that employees whose primary duty consists of non-exempt work must be paid overtime, regardless of job title or method of pay.

54. Shake Shack knew or should have known that it was not (and is not) compensating Plaintiff and the Putative Collective Members for the proper amount of overtime compensation in violation of the FLSA.

55. Shake Shack's actions therefore constitute willful violations under the law and were not made in good faith.

56. Shake Shack knew or should have known that its failure to pay overtime to Plaintiff and the Putative Collective Members would cause, did cause, and continues to cause financial injury to Plaintiff and the Putative Collective Members.

57. Shake Shack knowingly and deliberately misclassified Plaintiff and the Putative Collective Members as exempt employees not entitled to overtime compensation.

58. Because Shake Shack did not pay Plaintiff and the Putative Collective Members time and a half for all hours worked in excess of forty (40) in a workweek, Shake Shack's pay policies and practices willfully violated (and continue to violate) the FLSA.

59. Plaintiff and the Putative Collective Members seek to recover all unpaid overtime, liquidated damages, and other damages owed under the FLSA as a collective action pursuant to 29 U.S.C. § 216(b).

CAUSES OF ACTION

FIRST CAUSE OF ACTION
(Collective Action Alleging FLSA Violations)

A. FLSA COVERAGE

60. The preceding paragraphs are incorporated as though fully set forth herein.

61. The "FLSA Collective" is defined as:

> **ALL CURRENT AND FORMER SALARIED MANAGERS AND ASSISTANT MANAGERS WHO WERE EMPLOYED BY SHAKE SHACK ENTERPRISES, LLC ANYWHERE IN THE UNITED STATES, AT ANY TIME FROM AUGUST 17, 2023, THROUGH THE FINAL DISPOSITION OF THIS MATTER ("FLSA Collective Members").**

62. At all material times, Shake Shack has been an employer within the meaning of the FLSA, 29 U.S.C. § 203(d).

63. At all material times, Shake Shack has been an enterprise within the meaning of the FLSA, 29 U.S.C. § 203(r).

64. At all material times, Shake Shack has been an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has had employees engaged in the operation of its restaurants and 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, or in any closely related process or occupation directly essential to the production thereof, and in that that 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).

65. Specifically, Shake Shack employs Managers and Assistant Managers to operate its restaurants throughout the United States, purchases food, beverages, equipment, and materials through commerce, transports materials through commerce and on the interstate highways, and conducts transactions through commerce, including the use of credit cards, phones and/or cell phones, electronic mail, and the Internet.

66. During the respective periods of Plaintiff and the FLSA Collective Members' employment by Shake Shack, these individuals provided services for Shake Shack that involved interstate commerce for purposes of the FLSA.

67. In performing work for Shake Shack, Plaintiff and the FLSA Collective Members were engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. §§ 203(b), 203(i), 203(j), 206(a), 207(a).

68. Specifically, Plaintiff and the FLSA Collective Members are (or were) employees who prepared and served food and provided restaurant services to Shake Shack's customers throughout the United States. 29 U.S.C. § 203(j).

69. At all material times, Plaintiff and the FLSA Collective Members are (or were) individual employees who were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. § 207.

70. The proposed collective of similarly situated employees—that is, the FLSA Collective sought to be certified pursuant to 29 U.S.C. § 216(b)—is defined in paragraph 61.

71. The precise size and identity of the proposed class should be ascertainable from the business records, tax records, and/or employee and personnel records of Shake Shack.

B. FAILURE TO PAY WAGES AND OVERTIME UNDER THE FLSA

72. Shake Shack violated the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing individuals in an enterprise engaged in commerce, the operation of its restaurants, or in the production of goods for commerce within the meaning of the FLSA for workweeks longer than forty (40) hours without compensating such non-exempt employees for all the hours they worked in excess of forty (40) hours per week at rates at least one and one-half times the regular rates for which they were employed.

73. Moreover, Shake Shack knowingly, willfully, and with reckless disregard carried out its illegal pattern of failing to pay Plaintiff and other similarly situated employees the proper amount of overtime compensation for all hours worked over forty (40) each week. 29 U.S.C. § 255(a).

74. Shake Shack knew or should have known its pay practices were in violation of the FLSA.

75. Shake Shack is a sophisticated party and employer, and therefore knew (or should have known) its pay policies were in violation of the FLSA.

76. Plaintiff and the FLSA Collective Members, on the other hand, are (and were) less sophisticated employees who trusted Shake Shack to pay them according to the law.

77. The decision and practice by Shake Shack to not pay Plaintiff and the FLSA Collective Members overtime for all hours worked over forty (40) each week was willful, and was neither reasonable nor in good faith.

78. Accordingly, Plaintiff and the FLSA Collective Members are entitled to be paid overtime wages for all hours worked in excess of forty (40) hours per workweek pursuant to the FLSA in an amount equal to one-and-a-half times their regular rate of pay, plus liquidated damages, attorneys' fees and costs.

C. COLLECTIVE ACTION ALLEGATIONS

79. All previous paragraphs are incorporated as though fully set forth herein.

80. Pursuant to 29 U.S.C. § 216(b), Plaintiff brings this action collectively on behalf of Shake Shack's employees who are (or were) similarly situated to Plaintiff with regard to the work they performed and the manner in which they were paid.

81. Other employees have been victimized by Shake Shack's pay practices and patterns that are in willful violation of the FLSA.

82. The FLSA Collective is defined in paragraph 61.

83. Shake Shack's failure to pay overtime compensation for the hours that Plaintiff and the FLSA Collective Members worked over forty (40) hours each workweek resulted from generally applicable policies or practices, and did not depend on the personal circumstances of the FLSA Collective Members.

84. Thus, Plaintiff's experiences are typical of those of the FLSA Collective Members.

85. The specific job titles or precise job requirements of the various FLSA Collective Members do not prevent collective treatment.

86. All FLSA Collective Members, regardless of their precise job requirements or rates of pay, are entitled to overtime compensation for hours worked in excess of forty (40) during a workweek.

87. Although the issues of damages may be individual in character, there is no detraction from the common nucleus of liability facts.

88. Absent a collective action, many members of the proposed FLSA Collective will not likely obtain redress of their injuries and Shake Shack will retain the proceeds of its violations.

89. Moreover, individual litigation would be unduly burdensome to the judicial system. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of the individual members of the FLSA Collective and provide for judicial consistency.

90. Accordingly, the FLSA Collective of similarly situated plaintiffs should be certified as defined in paragraph 61 and notice should be promptly sent.

RELIEF SOUGHT

Plaintiff Hines respectfully prays for judgment against Shake Shack as follows:

a. For an Order certifying the FLSA Collective as defined in paragraph 61;

b. For an Order approving the form and content of a notice to be sent to the FLSA Collective Members advising them of the pendency of this litigation and of their rights with respect thereto;

c. For an Order pursuant to § 16(b) of the FLSA finding Shake Shack liable for unpaid wages, including unpaid overtime wages, due to Plaintiff (and those FLSA Collective Members who have joined in the suit), and for liquidated damages equal in amount to the unpaid compensation found due to Plaintiff (and those FLSA Collective Members who have joined in the suit);

d. For an Order awarding the costs of this action;

e. For an Order awarding attorneys' fees;

f. For an Order awarding pre-judgment and post-judgment interest at the highest rates allowed by law;

g. For an Order awarding Plaintiff Hines a service award as permitted by law;

h. For an Order compelling the accounting of the books and records of Shake Shack, at Shake Shack's expense (should discovery prove inadequate); and

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

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of themself and the Putative Collective Class, hereby demands a trial by jury on all issues of fact and damages.

Date: August 17, 2026

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