

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

TAMARA BARRUS,  
*on behalf of herself and all other employees similarly  
situated,*

*Plaintiffs,*

v.

DICK'S SPORTING GOODS, INC., AND  
GALYAN'S TRADING COMPANY, INC.,

*Defendants.*

AFFIRMATION

No. 05-CV-6253CJS

TAMARA BARRUS, under penalty of perjury deposes and says:

1. I reside at [REDACTED].
2. I was an employee of Galyan's Trading Company and Dick's Sporting Goods (hereinafter collectively referred to as "Defendants") from August 2002 until November 2004.
3. I worked as a visual manager and then as a visual associate at Defendants' Henrietta location.
4. As a visual manager I was a salaried employee, and as a visual associate I was an hourly employee.
5. I eventually was terminated from the job under false allegations.

Lunch Breaks

6. During my tenure with Defendants, depending upon the length of my shift, I was allotted one 60-minute lunch break.

7. I observed that employees' lunch breaks were often interrupted by work or were entirely missed because they were expected to keep working on a specific task, or were unable to take a lunch.

***Lunch Deduction Policy***

8. While I was a salaried manager, I learned the Defendants maintained a policy which required that employees have time deducted for a lunch break when the employees did not clock out.

9. Later, as an hourly employee, I knew about this policy, and knew it applied to me, but only because I had learned about it when I was a salaried manager.

10. When I was an hourly employee, I would have a lunch break deducted on occasions when I did not clock out. This also happened to other hourly employees who on occasions did not take a lunch break.

11. It was common for me to be prevented from taking a lunch break because I was busy helping customers, unloading trucks, and fixing floor displays especially because the store was short staffed.

12. I also observed other employees who were prohibited from taking a lunch because they were too busy.

13. I observed that other employees also took no lunch whatsoever and continued about their regular activities, especially because the store was short staffed.

14. In the Greece and Henrietta Dick's Sporting Goods locations, I observed managers reviewing the hours employees were working under the direction of the store manager.

15. Pursuant to company policy, employees' lunch breaks would be adjusted to match scheduled hours. For example, if an employee only took 25 minutes for lunch, but was scheduled to take a full hour for lunch, an additional 35 minutes would be subtracted from the employee's compensation for the day.

16. If employees did not clock out for the scheduled lunch period, the employees' time would also be manually deducted for the scheduled lunch break.

*Interrupted Lunch Breaks*

17. All employees were required to clock out for lunch breaks. If they did not clock out, they would be subject to the deduction policy described above.

18. Even though the policy required that employees clock out, I was repeatedly interrupted during lunch breaks after I clocked out, and I was not compensated for that time. This also happened to other employees.

19. The policy was that if employees were interrupted during lunches, they were not to receive pay for working during lunch.

20. For example, while I was a visual associate, I was required to carry a mobile phone to ensure that I could be reached if necessary. Thus, I was often interrupted during my lunches to address issues that arose with merchandising and displays, taking calls from employees inside the store, as well as calls from outside the store.

21. I would also be interrupted when I took my lunch break at my desk, by phone calls, and employees who had a question or sought help in dealing with a customer, or who sought help with a merchandising or display issue.

22. I sometimes would interrupt other employees who were at lunch in order to assist customers in their departments, or to help me with merchandising or display issues.

23. I observed employees who had their lunches interrupted in this same way at other Galyan's, in St. Louis, MO; Boston, MA; Garden City, NY; Woodbridge, NJ; Buffalo, NY; and Lakewood, CO.

24. The Defendants, their employees, and management knew that the employees continued to work through some or all of their lunches. They saw the work being done and their lunches being interrupted.

25. Based on my observation, it was an every day occurrence that lunches were interrupted by work for some employees and the employee did not receive a full uninterrupted scheduled lunch break.

*Monitoring the Policy*

26. During my tenure at Defendants, the Lead Sales Associate for the office, Kelly Burdsall, was the one in charge of keeping track of the Kronos time keeping system.

27. I was aware that some employees, however, were not aware of the policy that their lunch breaks would be deducted even when an employee worked through them.

28. I also observed that when employees worked through their lunches and had that time automatically deducted, in some cases they were unaware that they could correct the time by handing in a "correction sheet" to their supervisor.

29. When employees worked through their lunches and had that time deducted, because they were unaware that had happened, they did not make a correction.

30. I was never formally trained about what to do about my time records when I had my lunch interrupted.

31. I observed that other employees were never formally trained about what to do about their time records when they worked through their lunch or had their lunch interrupted.

32. I did not learn about the correction policy until I was an hourly employee, but only because I happened to ask about what to do on an occasion when I forgot to clock out for lunch.

33. The Kronos timekeeping system, and the process of monitoring employee break time as a whole, was a loosey-goosey system at best.

### Conclusion

34. Defendants were always concerned with cutting payroll or watching out for the increasing payroll numbers that they didn't seem concerned about employees missing breaks and not getting paid for that time.

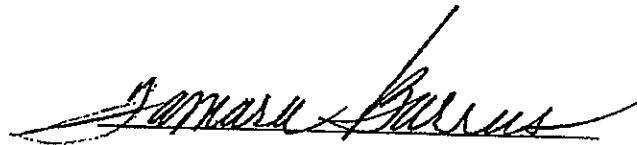
35. Defendants are more concerned about the bottom-line numbers, than people.

36. Additionally, since Defendants' stores were repeatedly understaffed, I and other employees often had to compensate for the loss of manpower by working through our breaks.

37. Therefore, I believe that I and many employees lost wages from Defendants to which we were legally entitled.

I affirm under penalty of perjury that the foregoing is true and correct.

Executed on October 7, 2005.



TAMARA BARRUS

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

TAMARA BARRUS,  
*on behalf of herself and all other employees similarly  
situated,*

*Plaintiffs,*

v.

DICK'S SPORTING GOODS, INC., AND  
GALYAN'S TRADING COMPANY, INC.,

*Defendants.*

AFFIRMATION

No. 05-CV-6253CJS

MICHAEL T. D'AGOSTINO, under penalty of perjury deposes and says:

1. I reside at [REDACTED]
2. I was an employee of Dick's Sporting Goods ("Defendant") from March of 2001 until August of 2004.
3. I started working at the Victor location as a part-time stockman.
4. I worked as the manager at Defendant's Greece Ridge Center location. I also worked at the Henrietta location on occasion as a manager.
5. I eventually was terminated from the job under false allegations.

Lunch Breaks

6. During my tenure with Defendant, my employees, depending upon their shifts, were allotted one 30-minute or one 60-minute lunch break.
7. However, that lunch break was often interrupted by work, or was entirely missed because employees were required to keep working on a specific task, or were unable to take a lunch.

### ***Lunch Deduction Policy***

8. On a daily basis, the office manager reviewed the hours employees were working under the direction of the store manager.

9. Pursuant to company policy, employees' lunch breaks would be adjusted to match scheduled hours. For example, if an employee only took 25 minutes for lunch, but was scheduled to take a full hour for lunch, an additional 35 minutes would be subtracted from the employee's compensation for the day.

10. If employees did not clock out for the scheduled lunch period, the employees' time would also be manually deducted for the scheduled lunch break.

11. Similarly, on Sunday, I was frequently tasked with running payroll and would review employees' hours for the weekend. If employees did not clock out for a lunch break, I was trained to make a deduction from the employees' hours for the day to reflect the scheduled lunch break in accordance with company policy.

12. This same policy was followed by other managers who also had to run payroll on Sunday.

13. Additionally, when I worked at the Victor store, my paycheck would reflect fewer hours than I had worked due to the lunch deduction policy.

### ***Interrupted Lunches***

14. All employees were required to clock out for lunch breaks. If they did not clock out, they would be subject to the deduction policy described above.

15. Even though the policy required that they clock out, I saw employees at my store repeatedly interrupted during lunch breaks after they clocked out, and they were not compensated for that time.

16. For example, one employee in each department was required to carry a two-way radio to ensure that they could be reached if necessary. Frequently, employees were required to carry the two-radio on their lunch breaks. Thus, they were often interrupted during their lunches in order to attend to their department.

17. In addition, managers would also interrupt employees in the break room and ask employees to return to work to assist customers, to load cars, to drill bowling balls, to string tennis racquets, to complete federal paperwork on gun sales or perform other work tasks.

18. The Defendant, its employees, and management knew that the employees continued to work through some or all of their lunches. They saw the work being done and their lunches being interrupted. Defendant always deducted the scheduled lunch period.

19. Based on my recollection, it was an every day occurrence that lunches were interrupted by work for some employees and the employee did not receive a full uninterrupted scheduled lunch break.

#### *Monitoring the Policy*

20. During my tenure as manager, the office manager for our store was the one in charge of keeping track of employees' hours.

21. Employees, however, were not aware of the policy that their lunch breaks would be deducted even when an employee worked through them.

22. When employees worked through their lunches and had that time deducted, because they were unaware that had happened, they had no way to correct the deduction.

#### Comp Time

23. Employees often worked over forty hours in a week.

24. Instead of paying overtime for hours over 40, Defendant would often pay the person retro pay or offer comp time in the following week.

25. Once or twice per month I saw this happen.

Conclusion

26. Defendant were always concerned with cutting payroll or watching out for the increasing payroll numbers that they didn't seem concerned about employees missing breaks and not getting paid for that time.

27. Furthermore, every week the district manager would repeatedly stress that the stores needed to pay close attention to payroll in order to keep the overhead numbers low.

28. Defendant seemed more concerned about the bottom-line numbers, not people.

29. Additionally, since Defendant's stores were repeatedly understaffed, employees often had to compensate for the loss of manpower by working through their breaks.

30. Therefore, I believe that many employees lost wages from Defendant to which they were legally entitled.

I affirm under penalty of perjury that the foregoing is true and correct.

Executed on October 6, 2005.

  
MICHAEL T. D'AGOSTINO

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

TAMARA BARRUS,  
*on behalf of herself and all other employees similarly  
situated,*

*Plaintiffs,*

v.

DICK'S SPORTING GOODS, INC., AND  
GALYAN'S TRADING COMPANY, INC.,

*Defendants.*

AFFIRMATION

No. 05-CV-6253CJS

CAROLYN CAULKINS, under penalty of perjury deposes and says:

1. I reside at [REDACTED].
2. I was an employee of Dick's Sporting Goods ("Defendant") from approximately August 1989 until July 2004.
3. I worked as a manager at Defendant's Greece location.
4. Prior to working as a manager, I held several hourly positions with Defendant at the Henrietta location, including cashier, lead cashier and front-end supervisor.
5. I eventually was terminated from Defendant for allegedly having poor judgment.

Lunch Breaks

6. During my tenure with Defendant, as an hourly employee, depending on my shift, I was usually allotted one 60-minute lunch break.

7. I observed that employees' lunch breaks were often interrupted by work or were entirely missed because they were expected to keep working on a specific task, or were unable to take a lunch.

*Lunch Deduction Policy*

8. While I was an hourly employee, I noticed that Defendant would deduct time from the hours I worked in a week.

9. When I became a salaried manager, I learned the Defendant maintained a policy which required that employees have time deducted for a lunch break when the employees did not clock out. I heard about this policy from the office manager at the Greece location.

*Interrupted Lunch Breaks*

10. All employees were required to clock out for lunch breaks. If they did not clock out, they would be subject to the deduction policy described above.

11. Even though the policy required that they clock out, I was repeatedly interrupted during lunch breaks after I clocked out, and I was not compensated for that time. This also happened to other employees.

12. The policy was that if employees were interrupted during lunches, they were not to receive pay for working during lunch.

13. For example, while I was the front end supervisor, I was required to carry a two-way radio to ensure that I could be reached if necessary. Thus, I was often interrupted during my lunches in order mainly to address issues that arose in the front end.

14. I sometimes would interrupt other employees who were at lunch in order to assist customers in their departments.

15. The Defendant, its employees, and management knew that the employees continued to work through some or all of their lunches. They saw the work being done and their lunches being interrupted.

16. Based on my observation, it was an every day occurrence that lunches were interrupted by work for some employees and the employee did not receive a full uninterrupted scheduled lunch break.

### *Monitoring the Policy*

17. When employees worked through their lunches and had that time deducted, because they were unaware that had happened, they had no way to correct the deduction.

18. I am aware that employees did not know that their lunch would be deducted, or how to correct the deduction, because I never knew either of these things until I became a salaried manager.

19. I and other employees were not trained about what to do about time records when we worked through our lunches or had our lunches interrupted.

20. Managers were not trained about what to tell employees to do about time records when employees worked through their lunches or had their lunches interrupted.

### Comp Time

21. When I was an hourly employee, on some occasions I worked over forty hours in a week.

22. Instead of paying overtime for hours over 40, Defendant would often pay me retro pay at straight time rates in the following week.

Conclusion

23. Defendant was always concerned with cutting payroll or watching out for the increasing payroll numbers that it didn't seem concerned about employees missing breaks and not getting paid for that time.

24. Furthermore, every week managers would repeatedly stress that the store needed to pay close attention to payroll in order to keep the overhead numbers low.

25. Defendant seemed more concerned about the bottom-line numbers, not people.

26. Additionally, since Defendant's stores were repeatedly understaffed, employees often had to compensate for the loss of manpower by working through their breaks.

27. Therefore, I believe that I and many employees lost wages from Defendant to which we were legally entitled.

I affirm under penalty of perjury that the foregoing is true and correct.

Executed on October 6, 2005.

  
CAROLYN CAULKINS

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

**TAMARA BARRUS,**  
*on behalf of herself and all other employees  
similarly situated,*

*Plaintiffs,*

v.

**DICK'S SPORTING GOODS, INC., AND  
GALYAN'S TRADING COMPANY, INC.,**

*Defendants.*

**AFFIRMATION**

**No. 05-CV-6253CJS**

**JEFFREY LITTLE**, under penalty of perjury deposes and says:

1. I reside at [REDACTED]
2. I was an employee of Galyan's Trading Company and Dick's Sporting Goods (hereinafter collectively referred to as "Defendants") from the Spring of 1998 to April, 2005.
3. I worked as a Climb Wall Coordinator and a Corporate Climb Wall Tech Advisor at Defendants' Henrietta location.
4. Prior to working in Defendants' Henrietta location, I worked as a Climb Wall Coordinator at Defendants' Richfield, MN and Dublin, OH locations.
5. In these positions I was an hourly employee.
6. I eventually was terminated from the job.

**Lunch Breaks**

7. During my tenure with Defendants, depending upon the length of my shift, I was allotted one 60-minute lunch break.
8. I observed that employees' lunch breaks were often interrupted by work or were entirely missed because they were expected to keep working on a specific task, or were unable to take a lunch.

***Lunch Deduction Policy***

9. When I was employed by Defendants, I learned that Defendants maintained a policy which required that employees have time deducted for a lunch break when the employees did not clock out.
10. I would have a lunch break deducted on occasions when I did not clock out. This also happened to other hourly employees who on occasions did not take a lunch break.
11. I did not learn about this policy until after I had been working for Defendants for at least 5 years, but only because another employee happened to tell me about the policy.
12. I was never trained about the policy when I started working for Defendants, and the employee who told me about it was not part of management.
13. I overheard employees tell each other about the lunch deduction policy. Employee word-of-mouth was the main way that employees of Defendants learned about it.
14. After I learned about the policy, there were ways in which I attempted to ensure that I would be credited for the time that I worked. Other employees would try to ensure that they were credited also.
15. I don't believe that these attempts were always effective.
16. It was common for me to be prevented from taking a lunch break because I was busy helping customers on the climb wall, especially because the store was short staffed.
17. Sometimes when I was working in my office I would become too busy to take a lunch break.
18. I also observed other employees who were prohibited from taking a lunch because they were too busy.
19. I observed that other employees also took no lunch whatsoever and continued about their regular activities, especially because the store was short staffed.

***Interrupted Lunch Breaks***

20. All employees were required to clock out for lunch breaks. If they did not clock out, they would be subject to the deduction policy described above.

21. Even though the policy required that employees clock out, I was sometimes interrupted during lunch breaks after I clocked out, and I was not compensated for that time. This also happened to other employees.

22. The policy was that if employees were interrupted during lunches, they were not to receive pay for working during lunch.

23. For example, as a Climb Wall Coordinator, I was often interrupted when I took my lunch break at my desk, by pages and phone calls from both inside and outside of the store.

24. I would also be interrupted when I took my lunch break in the break room, by pages and phone calls. This occurred at all three locations where I worked.

25. I also observed employees who had their lunches interrupted by pages and phone calls while they were taking a lunch break in the break room at other locations. These locations include the Woodbury, MN and Columbus, OH stores.

26. The Defendants, their employees, and management knew that the employees continued to work through some or all of their lunches. They saw the work being done and their lunches being interrupted.

27. Based on my observation, it was an every day occurrence that lunches were interrupted by work for some employees and the employee did not receive a full uninterrupted scheduled lunch break.

### ***Monitoring the Policy***

28. I was aware that some employees were not aware of the policy that their lunch breaks would be deducted even when an employee worked through them.

29. I also observed that when employees worked through their lunches and had that time automatically deducted, in some cases they were unaware that they could correct the time by handing in a "correction sheet" to their office manager.

30. Before I knew of the lunch deduction policy, I was not aware that I could correct the time by handing in a "correction sheet" to my office manager.

31. When employees worked through their lunches and had that time deducted, because they were unaware that had happened, they did not make a correction.

32. I was never formally trained about what to do about my time records when I worked through my lunch or had my lunch interrupted.

33. I observed that other employees were never formally trained about what to do about their time records when they worked through their lunch or had their lunch interrupted.

**Conclusion**

34. Defendants were always concerned with cutting payroll or watching out for the increasing payroll numbers that they didn't seem concerned about employees missing breaks and not getting paid for that time.

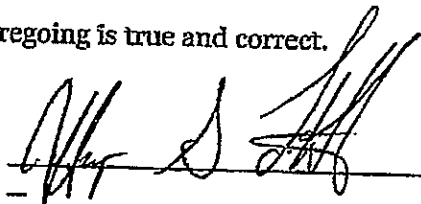
35. Defendants are more concerned about the bottom-line numbers, than people.

36. Additionally, since Defendants' stores were repeatedly understaffed, I and other employees often had to compensate for the loss of manpower by working through our breaks.

37. Therefore, I believe that I and many employees lost wages from Defendants to which we were legally entitled.

I affirm under penalty of perjury that the foregoing is true and correct.

Executed on October 10, 2005.

A handwritten signature in black ink, appearing to read "Jeffrey Little", is written over a horizontal line.

**JEFFREY LITTLE**