

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

JEREMY STORR AND JILL
MADDRELL, *on behalf of themselves
and others similarly situated,*

Plaintiffs,

v.

ROCKET FARM RESTAURANTS,
LLC; and FORD FRY

Defendants.

CIVIL ACTION NO.

JURY TRIAL DEMANDED

COMPLAINT

Named Plaintiffs Jeremy Storr and Jill Maddrell, on behalf of themselves and others similarly situated, bring this action against Defendants Rocket Farm Restaurants, LLC and Ford Fry, and allege as follows:

NATURE OF THE ACTION

1. In this collective action brought pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), Named Plaintiffs allege that Defendants willfully violated the FLSA by failing to pay the minimum wage rate for all hours worked and by failing to pay the required overtime premium rate for all hours worked over 40 per week.

JURISDICTION AND VENUE

2. The Court exercises jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. § 1331 because the claims raise questions of federal law.

3. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in the Atlanta Division of the Northern District of Georgia.

PARTIES

4. Defendant Rocket Farm Restaurants, LLC ("Rocket Farm") is a foreign limited liability company licensed to do business in Georgia with its principle office located at 644 Antone Street, Suite 1, Atlanta, Georgia 30318, according to the Georgia Secretary of State.

5. Rocket Farm may be served with process through its registered agent, Daniel P. VanLoh, 644 Antone Street, Suite 1, Atlanta, Georgia 30318.

6. Defendant Ford Fry ("Fry") is an owner of Rocket Farm.

7. Fry is an individual who may be served wherever he may be found.

8. Named Plaintiffs worked for Defendants within the three years preceding the filing of this action.

9. Named Plaintiffs consented in writing to join this action pursuant to 29 U.S.C. § 216(b). (*See* Exhibits 1 and 2.)

10. Other similarly-situated individuals are interested in joining this action.

11. For example, Opt-in Plaintiff Adrian Lewis also consented to join this lawsuit. (*See* Exhibit 3.)

**FACTUAL ALLEGATIONS SHOWING THAT
DEFENDANTS ARE JOINT EMPLOYERS**

12. Defendants own and operate restaurants in and around Atlanta, Georgia.

13. For example, Defendants own and operate “The Optimist,” a restaurant located at 914 Howell Mill Road, Atlanta, Georgia 30318.

14. The Optimist is a restaurant operated by Defendants for the common business purpose of selling food and drinks to customers.

15. Within the three years preceding the filing of this Complaint, Defendants employed Named Plaintiff Maddrell as a server at The Optimist.

16. Within the three years preceding the filing of this Complaint, Defendants employed Named Plaintiff Storr as a bartender at the Optimist.

17. Defendants employed Plaintiffs who engaged in commerce, the production of goods for commerce, or handled, sold or otherwise worked on goods and materials that were moved in or produced for commerce.

18. For example, Plaintiffs used Defendants’ computer systems manufactured outside the state of Georgia in performing their job duties.

19. Plaintiffs processed customer credit card transactions using Defendants' computer systems.

20. Plaintiffs sold food and beverages made from ingredients that traveled in interstate commerce.

21. Rocket Farm is an "enterprise" as that term is defined by the FLSA.

22. Rocket Farm engages in interstate commerce or the production of goods for interstate commerce.

23. Rocket Farm employs two or more individuals who work on goods or materials that have been moved in or produced for interstate commerce.

24. Rocket Farm's employees use computers that were manufactured outside the state of Georgia.

25. Rocket Farm's employees process customer credit card transactions when performing their job duties.

26. Rocket Farm's employees use the internet to communicate across state lines while performing their job duties.

27. Rocket Farm orders and receives at its restaurants shipments of food and beverage products that travel across state lines and are then used by its employees in performing their job duties.

28. Rocket Farm's gross annual sales or business done exceeds \$500,000.

29. Rocket Farm employed Plaintiffs.

30. For example, Rocket Farm had the authority to determine the compensation practices applicable to Plaintiffs.

31. Rocket Farm had the authority to make changes to the compensation practices applicable to Plaintiffs.

32. Rocket Farms had the authority to determine the employment policies applicable to Plaintiffs.

33. Rocket Farms had the authority to make changes to the employment policies applicable to Plaintiffs.

34. Rocket Farm had the authority to hire and fire Plaintiffs.

35. Fry also employed Plaintiffs.

36. Fry is an “employer” as that term is defined under the FLSA, 29 U.S.C. § 203(d).

37. Fry exercises operational control over Defendants’ restaurants, including The Optimist.

38. For example, Fry determines the compensation practices applicable to Defendants’ employees, including Plaintiffs.

39. Fry has the authority to make changes to the compensation practices applicable to Defendants’ employees, including Plaintiffs.

40. Fry has the authority to hire and fire Defendants' employees, including Plaintiffs.

41. Fry determined the employment policies applicable to Defendants' employees, including Plaintiffs.

42. Defendants Fry and Rocket Farm jointly employed Plaintiffs within the meaning of the FLSA.

**FACTUAL ALLEGATIONS CONCERNING
PLAINTIFFS' COMPENSATION**

43. Defendants have operated restaurants in metropolitan Atlanta for nearly 10 years.

44. Defendants employed Named Plaintiff Maddrell as a server at The Optimist.

45. Defendants employed Named Plaintiff Storr as a bartender at The Optimist.

46. Defendants employed Opt-in Plaintiff Lewis as a server at the Optimist.

47. Customers of The Optimist regularly leave discretionary gratuities ("tips") for the benefit of certain employees, such as servers and bartenders.

48. The tips left by customers at The Optimist are the property of the employees who customarily and regularly receive the tips (or tipped employees), such as servers and bartenders.

49. Defendants take a credit against their minimum wage obligation with respect to servers and bartenders, who receive less than \$7.25 per hour in direct wages.

50. For example, Defendants paid Maddrell \$2.13 per hour for certain hours worked as a server.

51. Defendants paid Lewis \$2.13 per hour for certain hours worked as a server.

52. Defendants paid Storr \$5.15 per hour for certain hours worked as a bartender.

53. However, Defendants do not allow servers and bartenders, such as Plaintiffs, to retain all of their tips.

**FACTUAL ALLEGATIONS CONCERNING
DEFENDANTS' INVALID TIP POOL**

54. Defendants require servers and bartenders to share their tips using a tip pool.

55. Defendants collect the tips received by servers and bartenders and redistribute a portion of the tips to other employees.

56. Defendants collect the tips received by servers and bartenders and redistribute a portion of the tips among both tipped and non-tipped employees.

57. For example, Defendants employ individuals whose primary job duty

consists of polishing Defendants silverware (“Polishers”).

58. Polishers perform their job duties in the “back of the house” away from the Optimist’s customers.

59. Polishers do not interact with customers.

60. Polishers do not customarily and regularly receive tips from customers.

61. Defendants require tipped employees, such as servers and bartenders, to share their tips with Polishers.

62. Polishers receive a share of the tips collected in the tip pool.

63. Because Defendants require servers and bartenders to share their tips with Polishers, Defendants require tipped employees to share their tips with non-tipped employees.

64. Defendants purport to distribute tips among employees who are included in the tip pool based on the total sales made by servers and bartenders, not the actual amount of the tips they received from customers.

65. Defendants do not disclose to their tipped employees the formula used to distribute the tips included in the tip pool.

FACTUAL ALLEGATIONS CONCERNING UNLAWFUL DEDUCTIONS

66. Defendants require servers to pay for the uniforms they wear while working at The Optimist.

67. Defendants pay servers direct wages of \$2.13 per hour.

68. Defendants deduct the cost of the uniforms directly from server's earnings.

69. Defendants' practice of deducting the cost of uniforms from servers' earnings results in direct wage rates of less than \$2.13 per hour.

70. Defendants' practice of deducting the cost of uniforms from their servers' earnings results in wage rates of less than \$7.25 per hour after the maximum tip credit is applied.

FACTUAL ALLEGATIONS CONCERNING DEFENDANTS' FAILURE TO PAY OVERTIME PREMIUMS

71. During certain workweeks, Defendants' servers work more than 40 hours.

72. For example, Maddrell worked more than 40 hours during the workweek ending on June 4, 2017.

73. A copy of Maddrell's earning statement for the workweek ending on June 4, 2017 is attached as Exhibit 4.

74. However, Defendants fail to pay servers at the required overtime

premium rate for all hours worked over 40 per week.

75. Defendants unlawfully take a tip credit in excess of \$5.12 per hour for hours worked in excess of 40 per week.

76. Defendants fail to pay servers at least \$5.76 per hour in direct wages for all hours worked over 40 per week.

77. Instead, Defendants pay servers \$3.20 per hour in direct wages for hours worked over 40 per week.

78. For example, Maddrell's earning statement for the workweek ending June 4, 2017 shows a direct wage rate for overtime hours of \$3.20 per hour. (*See* Exhibit 4.)

79. By paying servers \$3.20 per hour for hours worked over 40 per week, Defendants fail to pay servers the overtime premium rate required by the FLSA for employers taking the tip credit.

COUNT 1: WILLFUL FAILURE TO PAY MINIMUM WAGE

80. Defendants pay servers and bartenders less than \$7.25 per hour in direct wages for all hours worked.

81. Defendants claim a tip credit against their federal minimum wage obligation with respect to servers and bartenders.

82. However, Defendants cannot validly claim a tip credit against the

federal minimum wage because servers and bartenders are not permitted to retain all of their tips.

83. Defendants cannot validly claim a tip credit against the federal minimum wage because Defendants deduct the cost of uniforms from their servers' paychecks, resulting in direct wages less than \$2.13 per hour.

84. Defendants cannot validly claim a tip credit against the federal minimum wage because Defendants unlawfully take a credit in excess of \$5.12 per hour for all hours servers work in excess of 40 per week.

85. Defendants fail to compensate servers and bartenders, such as Plaintiffs and those similarly situated, at the required federal minimum wage in violation of their rights under the FLSA.

86. Defendants' violation of the FLSA's minimum wage provision was willful.

87. Defendants violated the FLSA with reckless disregard for their obligations under the FLSA.

88. Defendants failed to inquire as to whether their conduct violated the FLSA.

89. Because Defendants violated the FLSA, Named Plaintiffs and others similarly situated are entitled to their unpaid minimum wages for all hours worked,

liquidated damages, and attorneys' fees and costs.

COUNT 2: WILLFUL FAILURE TO PAY OVERTIME PREMIUMS

90. During certain workweeks, Defendants' servers work more than 40 hours.

91. Defendants know, or should know, that servers work hours in excess of 40 per week.

92. However, Defendants fail to pay their servers the legally required amount in direct wages for all overtime hours worked each week.

93. Defendants take a credit against servers' direct wages that exceeds the tip credit permitted by the FLSA.

94. Defendants' failure to pay servers at least \$5.76 per hour in direct wages for all overtime hours worked per week violates the FLSA.

95. Defendants' violation of the FLSA's overtime provision, 29 U.S.C. § 207, was willful.

96. Defendants violated the FLSA's overtime provisions with reckless disregard for servers' rights.

97. Defendants failed to inquire as to whether their conduct violated the FLSA.

98. Because Defendants violated the FLSA, servers, such as Named

Plaintiff Maddrell, and others similarly situated, including Opt-in Plaintiff Lewis, are entitled to their unpaid wages for all overtime hours worked, liquidated damages, and attorneys' fees and costs.

DEMAND FOR JUDGMENT

Plaintiffs respectfully requests that the Court:

- (a) Declare that Defendants' actions, policies, and practices complained of herein violate the rights of Plaintiffs as secured by federal law;
- (b) Enter judgment against Defendants that their violations of the FLSA were willful;
- (c) Award all unpaid wages;
- (d) Award liquidated damages in an amount equal to Plaintiffs' unpaid wages;
- (e) Award reasonable attorneys' fees, costs, and expenses; and
- (f) Award all other relief to which Plaintiffs may be entitled.

DEMAND FOR TRIAL BY JURY

Pursuant to Fed. R. Civ. P. 38, Plaintiffs demand a trial by jury.

Respectfully submitted: November 2, 2017

POOLE HUFFMAN LLC
315 W. Ponce de Leon Ave, Suite 344
Decatur, Georgia 30030
Phone: 404-373-4008
dustin@poolehuffman.com
john@poolehuffman.com
william@poolehuffman.com

s/Dustin L. Crawford

Dustin L. Crawford
Ga. Bar No. 758916
John L. Mays
Ga. Bar No. 986574
William S. Cleveland
Ga. Bar No. 721593
Counsel for Plaintiffs

CONSENT TO BE PARTY PLAINTIFF

I worked as an hourly employee at a restaurant owned and operated by Rocket Farm Restaurants LLC and Ford Fry in Georgia within the last three year.

I consent to be a party plaintiff in a lawsuit against my employers, Rocket Farm Restaurants, LLC, and Ford Fry ("Defendants"), and to assert any claims I may have under the Fair Labor Standards Act (for unpaid minimum wages, unpaid overtime premiums, liquidated damages, attorney's fees, costs, and any other relief) against the Defendants in that lawsuit.

I authorize Plaintiffs' counsel, POOLE HUFFMAN, LLC, and their successors and assigns, to represent me in this action. By signing and returning this consent form, I understand that, if accepted for representation, I will be represented by POOLE HUFFMAN LLC without prepayment of costs or attorney's fees. If Plaintiffs are successful in this lawsuit, I agree that Plaintiffs' counsel shall receive the greater of either 40% of my gross settlement or judgment amount or the actual fees of Plaintiffs' counsel incurred at their hourly rates. I also understand that Plaintiffs' counsel will deduct costs advanced on my behalf from my portion of any settlement or judgment and may petition the Court for an award of fees and costs to be paid by Defendants on my behalf.

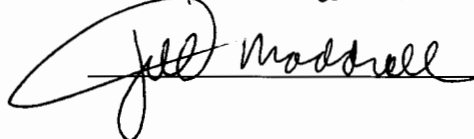
Date:

10-19 -17

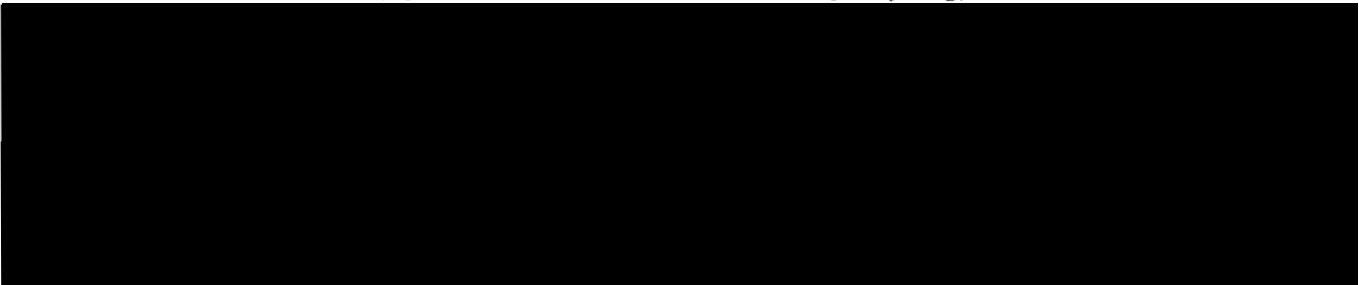
Your Name:

Jill Maddrell

Signature:



(Information below to be redacted before filing)



CONSENT TO BE PARTY PLAINTIFF

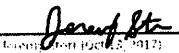
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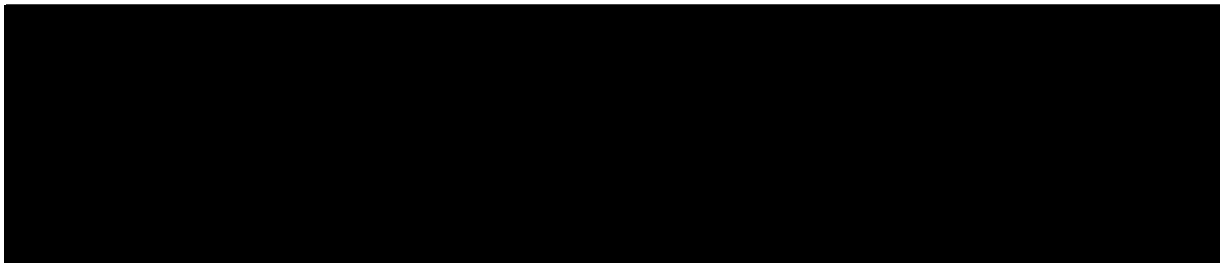
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Date: Oct 13, 2017

Your Name: Jeremy Storr

Signature: 

(Information below to be redacted before filing)



CONSENT TO BE PARTY PLAINTIFF


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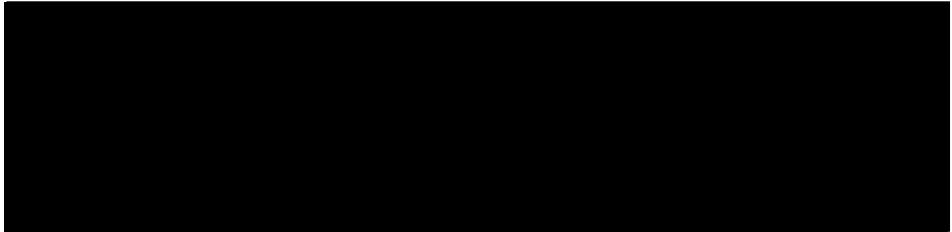
Date: Oct 18, 2017

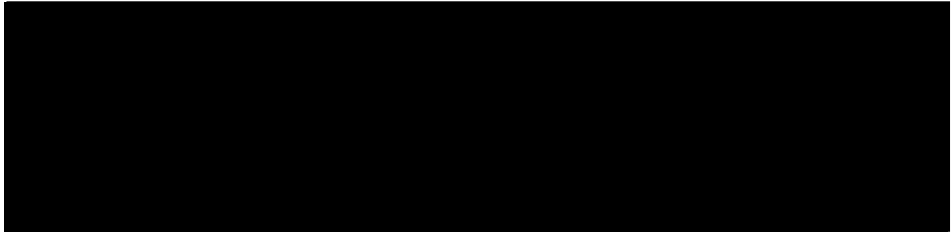
Your Name: Adrian Lewis

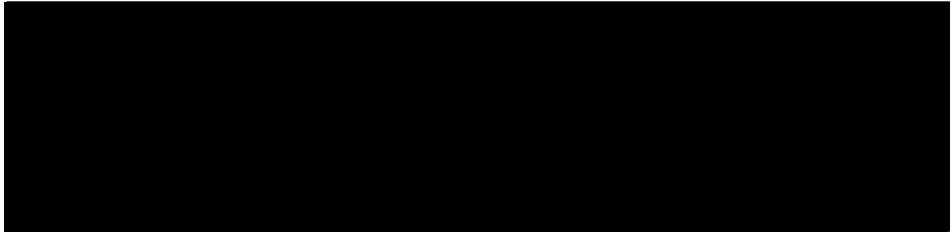
Signature: 

Adrian Lewis

(Information below to be redacted before filing)

Mailing Address: 

Email Address: 

Phone Number: 

Rocket Farm Restaurants LLC

644 Antone St Ste 1
Atlanta, GA 30318

Direct Deposit Advice



Check Date
June 9, 2017

Voucher Number
79407

Direct Deposits	Type	Account	Amount
BANK OF AM	C	[REDACTED]	676.59
Total Direct Deposits			676.59

B7663 2-FOH-SERVER R68091 79407 125835 **B**

Jill Maddrell

Non Negotiable - This is not a check - Non Negotiable

Non Negotiable - This is not a check - Non Negotiable

Rocket Farm Restaurants LLC

Jill Maddrell

Earnings Statement

Employee ID	R68091	Fed Taxable Income	904.11	Check Date	June 9, 2017	Voucher Number	79407
Location	2-FOH-SERVER	Fed Filing Status	S-1	Period Beginning	May 29, 2017	Net Pay	676.59
Hourly	\$7.25	State Filing Status	S-1	Period Ending	June 4, 2017		
Average Hours	17.81						

Earnings	Rate	Hours	Amount	YTD
CHARGE TI		0.00	815.30	10,600.84
OVERTIME	3.20	1.13	3.61	3.61
REGULAR	2.13	40.00	85.20	1,049.47
SERVICE C				204.41
Gross Earnings		41.13	904.11	11,858.33

Deductions	Amount	YTD
UNIFORM		26.00
		26.00

Direct Deposits	Type	Account	Amount
BANK OF AMERICA	C	[REDACTED]	676.59
Total Direct Deposits			676.59

Taxes	Amount	YTD
FITW	113.55	1,271.02
GA	44.82	523.01
MED	13.11	171.95
SS	56.04	735.21
Taxes	227.52	2,701.19

CIVIL COVER SHEET

NOTE: USE WITH COVER

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

<p>I. (a) PLAINTIFF(S) JEREMY STORR AND JILL MADDRELL, on behalf of themselves and others similarly situated</p> <p>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>DeKalb</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p>DEFENDANT(S) ROCKET FARM RESTAURANTS, LLC; and FORD FRY</p> <p>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p><small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small></p>
<p>(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)</p> <p>Dustin L. Crawford; John L. Mays 315 W. Ponce de Leon Ave, Suite 344 Decatur, Georgia 30030 Phone: (404) 373-4008 dustin@poolehuffman.com; john@poolehuffman.com</p>	<p>ATTORNEYS (IF KNOWN)</p>

<p>II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)</p> <p><input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF <input checked="" type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)</p> <p><input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT <input type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)</p> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><small>PLF</small></td> <td style="text-align: center;"><small>DEF</small></td> <td style="text-align: center;"><small>PLF</small></td> <td style="text-align: center;"><small>DEF</small></td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td>CITIZEN OF THIS STATE INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td>CITIZEN OF ANOTHER STATE INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td>CITIZEN OR SUBJECT OF A FOREIGN COUNTRY FOREIGN NATION</td> </tr> </table>	<small>PLF</small>	<small>DEF</small>	<small>PLF</small>	<small>DEF</small>		<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4	CITIZEN OF THIS STATE INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5	CITIZEN OF ANOTHER STATE INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY FOREIGN NATION
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IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

1 ORIGINAL PROCEEDING 2 REMOVED FROM STATE COURT 3 REMANDED FROM APPELLATE COURT 4 REINSTATED OR REOPENED 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) 6 MULTIDISTRICT LITIGATION - TRANSFER 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

In this collective action brought pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"), Named Plaintiffs allege that Defendants willfully violated the FLSA by failing to pay the minimum wage rate for all hours worked and by failing to pay the required overtime premium rate for all hours worked over 40 per week.

(IF COMPLEX, CHECK REASON BELOW)

<input type="checkbox"/> 1. Unusually large number of parties.	<input type="checkbox"/> 6. Problems locating or preserving evidence
<input type="checkbox"/> 2. Unusually large number of claims or defenses.	<input type="checkbox"/> 7. Pending parallel investigations or actions by government.
<input type="checkbox"/> 3. Factual issues are exceptionally complex	<input type="checkbox"/> 8. Multiple use of experts.
<input type="checkbox"/> 4. Greater than normal volume of evidence.	<input type="checkbox"/> 9. Need for discovery outside United States boundaries.
<input type="checkbox"/> 5. Extended discovery period is needed.	<input type="checkbox"/> 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY			
RECEIPT # _____	AMOUNT \$ _____	APPLYING IEP _____	MAG. JUDGE (IF) _____
JUDGE _____	MAG. JUDGE _____ <i>(Referral)</i>	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 444 WELFARE
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL RET INC SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSDI TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUP T ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

DATE

11/1/17