

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

MAR 02 2012

JAMES W. McCORMACK, CLERK
By: *[Signature]* DEPT. CLERK

JENNIFER BEAUFORD, DAVID CAFFEY, STEVE COX,
ELAINA GRAUER, RICHARD S. LEVIS, RICHARD NEIDERT,
JILL PATE, RENE SANDOVAL, JR., AND CHERYL SONGSTER,
INDIVIDUALLY AND ON BEHALF OF OTHERS SIMILARLY
SITUATED

V.

CASE NO. 4 • 12 - CV - 0139 JLH

ACTIONLINK, LLC

DEFENDANTS

COMPLAINT

This case assigned to District Judge *Holmes*
and to Magistrate Judge *Kearney*

Come now the Plaintiffs, Jennifer Beauford, David Caffey, Steve Cox, Elaina Grauer, Richard S. Levis, Richard Neidert, Jill Pate, Rene Sandoval, Jr., and Cheryl Songster (hereinafter collectively referred to as "Plaintiffs"), individually and on behalf of others similarly situated, by and through their attorneys, Holleman & Associates, P.A., and for their Complaint against Defendant, ActionLink, LLC (hereinafter "Defendant" or "ActionLink"), state and allege as follows:

I. JURISDICTIONAL STATEMENT

1. Plaintiff Jennifer Beauford is a resident and citizen of Pulaski County, Arkansas. At all times relevant to this complaint, she was employed by Defendant as a hybrid brand advocate/merchandising representative and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. She is filing this complaint on behalf of herself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

2. Plaintiff David Caffey is a resident and citizen of Tennessee. At all times relevant

to this complaint, he was employed by Defendant as a hybrid brand advocate/merchandising representative and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. He is filing this complaint on behalf of himself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

3. Plaintiff Steve Cox is a resident and citizen of Colorado. At all times relevant to this complaint, he was employed by Defendant as a hybrid brand advocate/merchandising representative and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. Prior to his employment as a hybrid brand advocate/merchandising representative, Plaintiff Cox worked for ActionLink in other capacities. He is filing this complaint on behalf of himself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

4. Plaintiff Elaina Grauer is a resident and citizen of Colorado. At all times relevant to this complaint, she was employed by Defendant as a brand advocate and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. She is filing this complaint on behalf of herself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

5. Plaintiff Richard S. Levis is a resident and citizen of Iowa. At all times relevant to this complaint, he was employed by Defendant as a hybrid brand advocate/merchandising

representative and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. He is filing this complaint on behalf of himself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

6. Plaintiff Richard Neidert is a resident and citizen of Arizona. At all times relevant to this complaint, he was employed by Defendant as a brand advocate and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. He is filing this complaint on behalf of himself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

7. Plaintiff Jill Pate is a resident and citizen of Texas. At all times relevant to this complaint, she was employed by Defendant as a hybrid brand advocate/merchandising representative and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. He is filing this complaint on behalf of himself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

8. Plaintiff Rene Sandoval, Jr., is a resident and citizen of Texas. At all times relevant to this complaint, he was employed by Defendant as a hybrid brand advocate/merchandising representative and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. He is filing this complaint on behalf of himself and

on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

9. Plaintiff Cheryl Songster is a resident and citizen of Nebraska. At all times relevant to this complaint, she was employed by Defendant as a hybrid brand advocate/merchandising representative and was classified as a salaried employee, but in reality non-exempt from the overtime requirements of the Fair Labor Standards Act. She is filing this complaint on behalf of herself and on behalf of all other ActionLink employees, whether past, present or future, who are classified as salaried employees but in reality are or will be non-exempt from the overtime requirements of the Fair Labor Standards Act.

10. Defendant ActionLink, LLC is a foreign corporation (Ohio) doing business in the state of Arkansas. ActionLink was the Plaintiffs' employer for all relevant time periods. For all of the similarly situated employee Plaintiffs, ActionLink, LLC is currently or was their employer within the meaning of the FLSA, 29 U.S.C § 203(d). The registered agent for ActionLink, LLC is David A. Daywatt, whose address is Meaden & Moore, One GOJO Plaza Suite 275, Akron, OH, 44311.

11. Plaintiffs and those similarly situated seek an action for declaratory judgment under 28 U.S.C. §§ 2201 and 2202 and for compensation and other relief under the FLSA, as amended, 29 U.S.C. §§ 215, 216(b) and 217.

12. Jurisdiction of this action is conferred on the Court by 29 U.S.C. §§ 216(b), 217; 28 U.S.C. § 1331 and 28 U.S.C. § 1337. Venue lies within the district, pursuant to 28 U.S.C. § 1391.

13. At all times material herein, Plaintiffs and those similarly situated have been entitled to the rights, protection and benefits provided under the FLSA, as amended, 29 U.S.C. § 201, *et seq.*

II. FACTUAL ALLEGATIONS

14. ActionLink provides marketing services to manufactures and retailers of electronics and appliances throughout the United States, including Arkansas.

15. In or around February of 2011, ActionLink started the "LG Slingshot" program to provide marketing services to its customer LG.

16. During the period relevant to this lawsuit, Plaintiffs Jennifer Beauford, David Caffey, Richard S. Levis, Jill Pate, and Cheryl Songster worked as hybrid brand advocates/merchandising representatives for ActionLink as part of the LG Slingshot program, each servicing retail stores in an assigned geographical region.

17. During the period relevant to this lawsuit, Plaintiffs Steve Cox, Elaina Grauer, Richard Neidert, and Rene Sandoval, Jr. worked as brand advocates for ActionLink as part of the LG Slingshot program, each servicing retail stores in an assigned geographical region.

18. Although Plaintiffs were classified as exempt salaried employees by Defendant, they had no authority to hire and fire any other ActionLink employee nor were their suggestions and recommendations as to the hiring, firing, advancement, promotion or other change of status of other employees given particular weight.

19. Plaintiffs and those similarly situated received total annual compensation of less than \$100,000.00 per year.

20. Plaintiffs and those similarly situated did not have as their primary duty management of the enterprise or of a customarily recognized department or subdivision thereof.

21. Plaintiffs and those similarly situated did not supervise other ActionLink employees.

22. Plaintiffs and those similarly situated did not have as their primary duty performance

of nonmanual work directly related to the management or business operations of ActionLink.

23. The Plaintiffs classified by Defendant as “hybrid” employees performed job duties associated with three job titles: merchandising representative, home electronics brand advocate, and home appliances brand advocate.

24. Plaintiffs’ duties as merchandising representatives included visiting retail stores that sold consumer products manufactured by LG. Merchandising representatives were required to maintain product displays, clean and repair products on display, and perform other activities associated with marketing LG products.

25. Plaintiffs’ duties as brand advocates included visiting retail stores that sold consumer products manufactured by LG. Brand advocates were required to train store personnel, interact with customers, track the prices of competing products, and perform other activities associated with marketing LG products.

26. ActionLink expected Plaintiffs to make a minimum of 20 visits per week to retail stores.

27. In addition to their visits to retail stores, Plaintiffs were required to make reports of their activities via ActionLink’s online reporting system, participate in conference calls, respond to emails, and perform other administrative tasks.

28. Plaintiffs often required 60 to 75 hours per week to perform all the duties assigned by Defendant.

29. Defendant was aware that Plaintiffs and similarly situated employees worked long hours, and expected them to do so.

30. Martin Pak, National Operations Manager for the LG Slingshot program,

acknowledged in emails to employees that the volume of work assigned to brand advocates and merchandising representatives required long hours.

31. ActionLink promised Plaintiffs quarterly bonuses as partial compensation for their long hours. Those bonuses were never paid.

32. Using its online reporting system, "Natural Insight," ActionLink recorded some but not all hours Plaintiffs spent performing work in retail stores.

33. ActionLink did not keep records of hours spent by Plaintiffs traveling between stores, responding to phone calls and emails, writing reports, or performing other administrative tasks.

34. ActionLink periodically required Plaintiffs to travel out of town for regional or national meetings. Two such meetings taking place in 2011. ActionLink did not compensate Plaintiffs for all hours spent traveling to and attending these meetings.

35. At no time did Defendant pay Plaintiffs and those similarly situated overtime pay for hours worked in excess of 40 in a workweek at one and one-half times their regular rate of pay.

36. Defendant has defrauded Plaintiffs and those similarly situated by informing them they are "exempt" employees. This conduct may be used by Plaintiffs and those similarly situated to equitably toll the statute of limitations from running on the claims comprising this lawsuit.

37. In December, 2011, ActionLink reclassified its brand advocate, merchandising representative, and hybrid brand advocate/merchandising representative employees from FLSA exempt to FLSA non-exempt.

38. After reclassifying its brand advocate, merchandising representative, and hybrid brand advocate/merchandising representative employees, ActionLink continued to deny them overtime pay for all hours worked in excess of 40 per week. ActionLink directed and continues to direct its

employees to falsify records of time worked in order to avoid payment for overtime.

39. In December, 2011, ActionLink issued checks to some employees purporting to settle any claims for unpaid wages or overtime.¹ Prior to the issuance of the checks, some employees were asked to estimate the number of hours for which they had not been compensated. ActionLink directed the employees to exclude administrative time (i.e., time not spent in retail stores) from their estimates.

40. Furthermore, the violations previously pled are ongoing and continuing and the named Plaintiffs and those similarly situated should be awarded damages for a time period up to and including the day of the trial.

III. COLLECTIVE ACTION ALLEGATIONS

41. Plaintiffs bring their First Claim for Relief for violation of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons who were, are, or will be employed by Defendants as a brand advocate, a merchandising representative, a hybrid brand advocate/merchandising representative, or any other similarly situated mis-classified salaried employee who are entitled to unpaid overtime at any time within the applicable statute of limitations period, who have not been compensated for all hours worked in excess of forty (40) hours per work week.

42. The First Claim for Relief for violations of the FLSA may be brought and maintained as an “opt-in” collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. § 216(b), as prospective members of the FLSA Collective Action are similarly situated to Plaintiffs and have claims that are similar to Plaintiffs’ First Claim for Relief.

¹ A representative check is attached hereto as Exhibit A.

43. Questions of law and fact common to the collective action as a whole include, but are not limited to, the following:

- a. Whether Defendant unlawfully failed and continues to fail to compensate FLSA Collective Action Plaintiffs and prospective FLSA Collective Action Plaintiffs for all hours worked in violation of the FLSA, 29 U.S.C. § 201 *et seq.*;
- b. Whether Defendant unlawfully failed and continues to fail to pay overtime compensation in violation of the FLSA, 29 U.S.C. § 201 *et seq.*;
- c. Whether Defendant's failure to pay overtime to the FLSA Collective Action Plaintiffs was willful within the meaning of FLSA;
- d. Whether Defendant failed and continues to fail to maintain accurate records of actual time worked by the FLSA Collective Action Plaintiffs;
- e. Whether Defendant failed and continues to fail to record or report all actual time worked by the FLSA Collective Action Plaintiffs; and
- f. Whether Defendant failed and continues to fail to provide accurate wage statements itemizing all actual time worked and wages earned by the FLSA Collective Action Plaintiffs.

44. Plaintiffs and the FLSA Collective Action Plaintiffs are similarly situated and are subject to Defendant's common practice, policy or plan of mis-classifying non-exempt employee as salaried exempt employees and refusing to compensate all hours worked and refusing to pay overtime in violation of the FLSA.

45. The names and addresses of the FLSA Collective Action Plaintiffs are available from Defendant, and notice should be provided to the FLSA Collective Action Plaintiffs *via* first class mail to their last known address as soon as possible.

IV. FIRST CLAIM FOR RELIEF

**(Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*,
Brought by Plaintiffs on Behalf of Themselves and all FLSA Collective Action Plaintiffs)**

46. Plaintiffs, on behalf of themselves and all FLSA Collective Action Plaintiffs, re-allege and incorporate by reference all paragraphs above as if they were set forth again herein.

47. At all relevant times, Defendant has been, and continues to be, an “employer” engaged in interstate “commerce” and/or in the production of “goods” for “commerce,” within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendant has employed and/or continues to employ “employee[s],” including Plaintiffs and each of the prospective FLSA Collective Action Plaintiffs, who have been and/or continue to be engaged in interstate “commerce” and/or in the production of “goods” for “commerce,” within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, Defendant has had gross operating revenues in excess of \$500,000.

48. Plaintiffs in this action have signed Consent to Sue forms pursuant to Section 16(b) of the FLSA, 29 U.S.C. §§ 216(b) and 256.² Other individuals will sign consent forms and join as plaintiffs on this claim in the future.

49. The FLSA requires Defendant, as a covered employer, to compensate all non-exempt employees for all hours worked, and to compensate all non-exempt employees at a rate of not less

² See Exhibit B attached hereto.

than one and one-half times their regular rate of pay for work performed in excess of forty (40) hours in a work week.

50. Plaintiffs and all FLSA Collective Action Plaintiffs are entitled to compensation for all hours worked.

51. Plaintiffs and all FLSA Collective Action Plaintiffs are entitled to be paid overtime compensation for all overtime hours worked.

52. At all relevant times, Defendants, pursuant to their policies and practices, failed and refused to compensate Plaintiffs and the FLSA Collective Action Plaintiffs for all hours of work performed in excess of 40 hours per week.

53. At all relevant times, Defendants, pursuant to their policies and practices, failed and refused to pay overtime premiums to Plaintiffs and the FLSA Collective Action Plaintiffs for their hours worked in excess of 40 hours per week.

54. At all relevant times, Defendants have engaged, and continue to engage, in a willful policy, pattern, or practice of requiring or permitting its non-exempt employees, including the FLSA Collective Action Plaintiffs, to perform work in excess of 40 hours per week.

55. At all relevant times, the overtime work performed by Defendant's non-exempt employees, including the FLSA Collective Action Plaintiffs, was and continues to be required or permitted by Defendant, for the benefit of Defendant, and is directly related to such employees' principal employment with Defendant, and is an integral and indispensable part of such employees' employment with Defendant.

56. Defendant violated and continues to violate the FLSA, 29 U.S.C. § 201 *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a), by failing to pay FLSA Collective Action Plaintiffs for

all hours actually worked and by failing to pay FLSA Collective Action Plaintiffs at least one-and-a-half times their regular rates of pay for all hours worked in excess of forty (40) in a workweek. These violations of the FLSA were knowing and willful within the meaning of 29 U.S.C. § 201 *et seq.*

57. The FLSA also imposes specific employment record-keeping requirements, including the obligation to keep accurate records of all hours worked. By failing to record, report, and/or preserve records of hours worked by Plaintiff and the prospective FLSA Collective Action Plaintiffs, Defendant has failed to make, keep, and preserve records with respect to each of its employees sufficient to determine their wages, hours, and other conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201 *et seq.*, including 29 U.S.C. §§ 211(c) and 215(a). These violations of the FLSA were knowing and willful within the meaning of 29 U.S.C. § 201 *et seq.*

58. As a result of Defendant's violations of law, FLSA Collective Action Plaintiffs are entitled to recover from Defendant the amount of their unpaid wages and overtime compensation, an additional equal amount as liquidated damages, as provided by the FLSA, 29 U.S.C. § 216(b), prejudgment interest, attorneys' fees, litigation expenses and court costs, pursuant to 29 U.S.C. § 216(b), and such other legal and equitable relief as the Court deems just and proper.

59. At all times relevant, Defendant's conduct was and is governed by the FLSA, including its anti-retaliation provision. That provision provides that it is unlawful for any person to "discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this [act], or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee." 29 U.S.C. § 215(a)(3).

V. SUMMARY

60. Plaintiffs ask the Court to enter a declaratory judgment, declaring that Defendant has willfully and wrongfully violated its statutory obligations, and deprived Plaintiffs and those similarly situated of their rights, protection and entitlements under law as alleged in Plaintiffs' complaint.

61. Plaintiffs request the Court enter a permanent injunction, restraining and preventing Defendant from withholding the compensation that is due to the Plaintiffs and those similarly situated and from further violating their rights under the law.

62. Plaintiffs request the Court enter a permanent injunction, restraining and preventing Defendants from engaging in retaliatory and discriminatory conduct towards the other similarly situated employees, that they be restrained from engaging in such conduct against other employees who participate herein or are called to testify herein, and to restrain such conduct of Defendants if other employees complain of wage and hour violations as such rights are protected under the law.

63. Plaintiffs further ask that the Court order a complete and accurate accounting of all the compensation to which Plaintiffs are entitled as well as provide a complete listing of the names and addresses of all those employees who are similarly situated as described above.

64. Plaintiffs ask this Court to award them monetary damages in the form of back-pay compensation, liquidated damages equal to their unpaid compensation, plus interest for the named Plaintiffs and all Plaintiffs similarly situated.

65. Plaintiffs further ask the Court to award them their attorney fees, and their costs and expenses and disbursements in pursuing this cause of action for the named Plaintiffs and all those similarly situated.

VII. DEMAND FOR JURY TRIAL

66. Plaintiffs demand a trial by jury upon all issues herein.

WHEREFORE, premises considered, Plaintiffs pray that Defendant be summoned to appear and answer; that the Court enter a declaratory judgment, declaring that Defendant has willfully and wrongfully violated its statutory obligation, and deprived Plaintiffs and all Plaintiffs similarly situated of their rights, protection and entitlements under the law, and particularly the FLSA as alleged herein; that the Court enter a permanent injunction, restraining and preventing Defendant from withholding the compensation that is due to the Plaintiffs and all Plaintiffs similarly situated and from further violating their rights under the FLSA and other applicable laws; that the Court order a complete and accurate accounting of all the compensation to which Plaintiffs and all Plaintiffs similarly situated are entitled; that each Plaintiff and all Plaintiffs similarly situated be awarded monetary damages in the form of back-pay compensation, liquidated damages equal to their unpaid compensation, plus interest; that Plaintiffs and all Plaintiffs similarly situated specifically pray for a jury trial; that Plaintiffs and all Plaintiffs similarly situated should have their attorneys fees paid by Defendant as well as their expenses, costs and any disbursements required to bring this cause of action; and any other just and proper relief to which they may be entitled.

Respectfully submitted,

By: 

John T. Holleman, ABN 91056
Maryna O. Jackson, ABN 2009111
Amber R. Schubert, ABN 2009150
HOLLEMAN & ASSOCIATE, P.A.
200 West Capitol Avenue, Suite 1620
Little Rock, AR 72201
Telephone: (501) 975-5040
Facsimile: (501) 975-5043



actionlink

12-30-2011

45717477
64-1278/611

ACTIONLINK, LLC
2279 ROMIG RD
AKRON, OH 44320

BANK OF AMERICA
BANK OF AMERICA N.A.
ATLANTA, DEKALB COUNTY, GA

AMOUNT

*****143.50

Pay: ONE HUNDRED FORTY-THREE DOLLARS and 50 CENTS

CHERYL K SONGSTER
12712 EMILINE ST
OMAHA, NE 68138

** NOT VALID AFTER 90 DAYS **

To The Order Of:

SECURITY FEATURES
INCLUDED.
DETAILS
ON BACK.

2011286 3688 NE 00 37000

⑈0045717477⑈ ⑆061112788⑆ 3299039224⑈

ACTIONLINK, LLC (3688) 2279 ROMIG RD AKRON, OH 44320 OASIS SRQ GREEN TEAM 800-329-7823

Employee ID	Employee Name	Check Date	Period Start Date	Period End Date	Check No
E20345	CHERYL K SONGSTER	12-30-2011	01-31-2011	12-25-2011	45717477

Fed Tax Status: M Fed Tax Allow: 1

Charge Date	Description	CURRENT EARNINGS DETAIL			DEDUCTIONS / TAXES		
		Rate	Hours/Units	Amount	Description	Amount	Y-T-D
12-25-2011	RETRO PAY	152.0800	1.00	152.08	FEDERAL INCOME	0.00	1,025.20
					MEDICARE - EE	2.20	173.40
					SOCIAL SECURITY	6.38	502.27
					NE INCOME TAX	0.00	530.91

Totals: 1.00 152.08

Type	Account	Amount	Net Pay
			143.50
			Net Pay Y-T-D
			9,727.10

Total: 0.00 Total: 8.58 2,231.78

Y-T-D EARNINGS		PAID TIME OFF		EMPLOYER CONTRIBUTIONS		
Description	Amount	Description	Balance	Description	Amount	Y-T-D
REG PAY	11,635.20					
RETRO PAY HRS	161.60					
INCENTIVE PAY	10.00					
RETRO PAY	152.08					

Total: 11,958.88 Total: 0.00 0.00

IMPORTANT NOTES

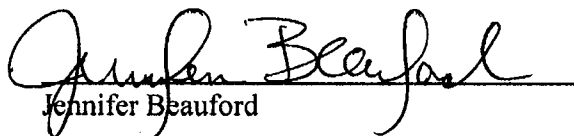
By cashing this check, the employee to whom is made is agreeing that he or she has received full payment from Actinlink or wages earned, including minimum wage and overtime, up to the date of the check. Best wishes for a Happy Birthday!

EXHIBIT
A

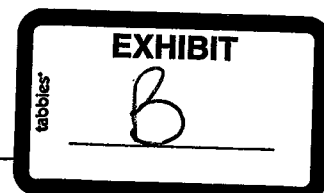
ACTIONLINK, LLC

PLAINTIFF CONSENT FORM

I hereby consent to join the action against ACTIONLINK, LLC as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join any subsequent action to assert claims against ACTIONLINK, LLC for overtime pay. During the past three years, there were occasions when I worked over 40 hours per week while employed by ACTIONLINK, LLC. As an employee/former employee of ACTIONLINK, LLC, I consent to becoming a party Plaintiff to this lawsuit, to be represented by HOLLEMAN & ASSOCIATES, P.A. and to be bound by any settlement of this action or adjudication of the Court. Consented to on this 13 day of Feb., 2012.


Jennifer Beauford

HOLLEMAN & ASSOCIATES, P.A.



ACTIONLINK, LLC

PLAINTIFF CONSENT FORM

I hereby consent to join the action against ACTIONLINK, LLC as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join any subsequent action to assert claims against ACTIONLINK, LLC for overtime pay. During the past three years, there were occasions when I worked over 40 hours per week while employed by ACTIONLINK, LLC. As an employee/former employee of ACTIONLINK, LLC, I consent to becoming a party Plaintiff to this lawsuit, to be represented by HOLLEMAN & ASSOCIATES, P.A. and to be bound by any settlement of this action or adjudication of the Court. Consented to on this 16th day of February, 2012.

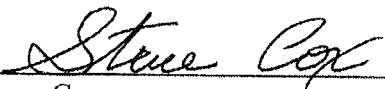


David Caffrey

ACTIONLINK, LLC

PLAINTIFF CONSENT FORM

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Steve Cox

ACTIONLINK, LLC

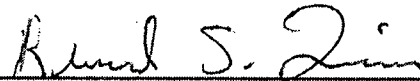
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Elaina Grauer

PLAINTIFF CONSENT FORM

I hereby consent to join the action against ACTIONLINK, LLC as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join any subsequent action to assert claims against ACTIONLINK, LLC for overtime pay. During the past three years, there were occasions when I worked over 40 hours per week while employed by ACTIONLINK, LLC. As an employee/former employee of ACTIONLINK, LLC, I consent to becoming a party Plaintiff to this lawsuit, to be represented by HOLLEMAN & ASSOCIATES, P.A. and to be bound by any settlement of this action or adjudication of the Court. Consented to on this 16TH day of FEBRUARY, 2012.

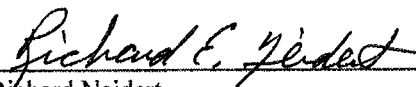


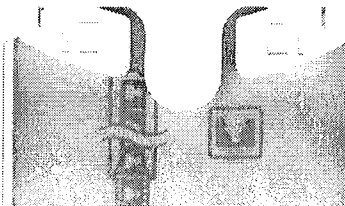
Richard S. Levis

ACTIONLINK, LLC

PLAINTIFF CONSENT FORM

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Richard Neidert



ACTIONLINK, LLC

PLAINTIFF CONSENT FORM

I hereby consent to join the action against ACTIONLINK, LLC as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join any subsequent action to assert claims against ACTIONLINK, LLC for overtime pay. During the past three years, there were occasions when I worked over 40 hours per week while employed by ACTIONLINK, LLC. As an employee/former employee of ACTIONLINK, LLC, I consent to becoming a party Plaintiff to this lawsuit, to be represented by HOLLEMAN & ASSOCIATES, P.A. and to be bound by any settlement of this action or adjudication of the Court. Consented to on this 29 day of February, 2012.

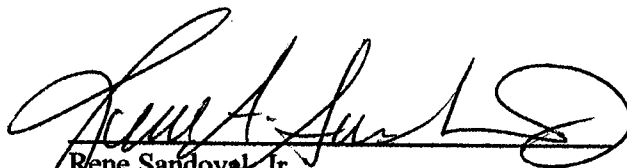


Jill Pate

ACTIONLINK, LLC

PLAINTIFF CONSENT FORM

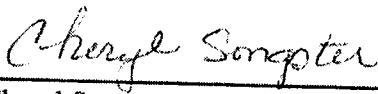
I hereby consent to join the action against ACTIONLINK, LLC as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join any subsequent action to assert claims against ACTIONLINK, LLC for overtime pay. During the past three years, there were occasions when I worked over 40 hours per week while employed by ACTIONLINK, LLC. As an employee/former employee of ACTIONLINK, LLC, I consent to becoming a party Plaintiff to this lawsuit, to be represented by HOLLEMAN & ASSOCIATES, P.A. and to be bound by any settlement of this action or adjudication of the Court. Consented to on this 21 day of February, 2012.


Rene Sandoval, Jr.

ACTIONLINK, LLC

PLAINTIFF CONSENT FORM

I hereby consent to join the action against ACTIONLINK, LLC as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join any subsequent action to assert claims against ACTIONLINK, LLC for overtime pay. During the past three years, there were occasions when I worked over 40 hours per week while employed by ACTIONLINK, LLC. As an employee/former employee of ACTIONLINK, LLC, I consent to becoming a party Plaintiff to this lawsuit, to be represented by HOLLEMAN & ASSOCIATES, P.A. and to be bound by any settlement of this action or adjudication of the Court. Consented to on this 16 day of February, 2012.



Cheryl Songster