

1 **Susan Martin, SBA # 014226**
2 **Daniel Bonnett, SBA # 014127**
3 **Evan Schlack, SBA # 032539**
4 **MARTIN & BONNETT, P.L.L.C**
5 1850 N. Central Ave., Ste.2010
6 Phoenix, AZ 85004
7 Telephone: (602) 240-6900
8 smartin@martinbonnett.com
9 dbonnett@martinbonnett.com
10 eschlack@martinbonnett.com

11 **Troy L. Kessler** (*pro hac vice motion forthcoming*)
12 **Marijana Matura** (*pro have vice motion forthcoming*)
13 **SHULMAN KESSLER LLP**
14 534 Broadhollow Road, Suite 275
15 Melville, NY 11747
16 Telephone: (631) 499-9100
17 tkessler@shulmankessler.com
18 mmatura@shulmankessler.com

19 *Attorneys for Plaintiffs*

20 **IN THE UNITED STATES DISTRICT COURT**
21 **FOR THE DISTRICT OF ARIZONA**

22 XAVIER BONNER, PAHKALIJAE ROSS,
23 DEWOYNE WILLIAMS, AND JONATHAN
24 HARRIS, on behalf of themselves and all
25 others similarly situated, and ARLISON SIX,
26 individually,
27 Plaintiffs,
28 vs.

MICHIGAN LOGISTICS INC., d/b/a
DILIGENT DELIVERY SYSTEMS;
ARIZONA LOGISTICS, LLC, d/b/a
DILIGENT DELIVERY SYSTEMS; PARTS
AUTHORITY ARIZONA LLC, d/b/a PARTS
AUTHORITY; and XYZ CORPORATIONS,
Defendants.

CASE NO.:

CLASS ACTION COMPLAINT

Plaintiffs Xavier Bonner, Pahkalijae Ross, Dewoyne Williams, and Jonathan Harris, (collectively the “Arizona Class Representatives”), on behalf of themselves and all

1 others similarly situated, and Arlison Six, individually (collectively the “Plaintiffs”) by
2 and through their attorneys Martin & Bonnett, P.L.L.C. and Shulman Kessler LLP,
3 complaining of the Defendants Michigan Logistics Inc. d/b/a Diligent Delivery Systems,
4 Arizona Logistics LLC d/b/a Diligent Delivery Systems, Parts Authority Arizona LLC
5 d/b/a Parts Authority, and XYZ Corp. (collectively referred to as, “Defendants”), allege as
6 follows as for their Class Action Complaint:

7 **PRELIMINARY STATEMENT**

8 1. This lawsuit seeks to recover wages owed to Plaintiffs and their similarly
9 situated co-workers, who have worked for Defendants in the State of Arizona as delivery
10 drivers (collectively referred to as “Plaintiffs,” “Class Members” and/or “Drivers”) under
11 the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.; the Arizona wage
12 statute, A.R.S. § 23-350 et seq., and the Arizona Minimum wage law, A.R.S. § 23-363 et
13 seq.

14 2. This action is brought as a class action under the FLSA, 29 U.S.C. § 216(b),
15 to recover minimum wages, overtime wages, liquidated damages, attorneys’ fees and
16 other statutory penalties from Defendants’ violations of the FLSA.

17 3. Plaintiffs also seek permission to give notice of this action pursuant to 29
18 U.S.C. § 216(b) to all persons who are presently working or have worked at any time
19 during the 3 years immediately preceding the filing of this action for Defendants as a
20 delivery driver.

21 4. This action is also brought as a class action under Rule 23 of the Federal
22 Rules of Civil Procedure to recover all unpaid wages including minimum wages and
23 applicable overtime wages, unlawful deductions from wages, compensatory damages,
24 treble damages, attorneys’ fees and other statutory penalties resulting from Defendants’
25 violations of the Arizona wage statutes.

26 5. For at least the three year period prior to the filing of this action, Defendants
27 have knowingly misclassified Plaintiffs and Class Members, as defined below, as
28 independent contractors and failed to pay them their statutorily required minimum wages,

1 applicable overtime wages, and made unlawful deductions from their earned
2 compensation.

3 6. Even though Defendants in combination act as Plaintiffs' employers,
4 Defendants benefit greatly by misclassifying their Drivers as independent contractors.
5 Defendants operate a scheme to treat the Drivers as independent contractors and shift
6 Defendants' business expenses to their employees. Defendants require Plaintiffs to pay
7 for insurance, gas, repairs, and maintenance of their own vehicles in order to receive work
8 from Defendants.

9 7. By treating the Drivers as independent contractors instead of employees,
10 Defendants have engaged and continue to engage in a scheme to avoid workers'
11 compensation and unemployment payments, social security, other payroll taxes owed by
12 employers, and other benefits otherwise owed to employees. Defendants have attempted
13 and continue to attempt to avoid liability under wage protection statutes, federal labor
14 laws, and other statutes. By classifying their Driver workforce as independent
15 contractors, Defendants are able to obtain a vast competitive advantage over similar
16 companies that operate within the confines of the law by shifting a significant portion of
17 the cost of their business expenses to their employees. As a result, Defendants' practices
18 drive down wages, stifle competition and undercut fair labor practices across the industry.

19 8. Defendants require their Drivers to deliver parts to their stores located
20 throughout the State of Arizona as well as to other mechanics, including but not limited to
21 gas stations and auto body shops, and require Plaintiffs to work in excess of 40 hours per
22 workweek.

23 9. Defendants Michigan Logistics Inc. and Arizona Logistics LLC operate a
24 business that's primary purpose is to hire Drivers to businesses.

25 10. Defendant Parts Authority Arizona LLC operates a business enterprise
26 consisting of eleven auto parts stores throughout the State of Arizona. Defendant Parts
27 Authority Arizona LLC shares its Drivers throughout its Arizona stores. Defendant Parts
28 Authority Arizona LLC's Drivers were all hired by Defendants Michigan Logistics Inc.

1 and Arizona Logistics LLC; however, the Drivers day to day employment was and is
2 controlled by Defendant Parts Authority Arizona LLC, who required and continues to
3 require the Drivers to report to various Parts Authority Arizona LLC stores each workday
4 in order to delivery necessary supplies.

5 11. Defendants have failed to track their Drivers' hours worked.

6 **JURISDICTION & VENUE**

7 12. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because
8 this is a civil action arising under the laws of the United States. Specifically, this action is
9 brought under the FLSA, 29 U.S.C. § 216(b).

10 13. This Court has supplemental jurisdiction over the state law claims pursuant
11 to 28 U.S.C. § 1367(a) because the state law claims are sufficiently related and/or part of
12 the same case or controversy as the federal FLSA claims.

13 14. This Court has personal jurisdiction over Defendants because they regularly
14 transact business in the State of Arizona and have significant and continuous contacts with
15 Arizona.

16 15. Defendant Arizona Logistics LLC is a domestic limited liability corporation.

17 16. Defendant Parts Authority Arizona LLC is a domestic limited liability
18 corporation.

19 17. Venue is proper under 28 U.S.C. § 1391(b) because a substantial portion of
20 the acts or omissions giving rise to the claims in this action occurred in this district
21 including many of the wrongs herein alleged.

22 18. Accordingly, this action properly lies in the Eastern District of Arizona,
23 pursuant to 28 U.S.C. § 1391.

24 **THE PARTIES**

25 ***Plaintiffs***

26 19. Plaintiff Xavier Bonner ("Bonner") is a resident of Maricopa County,
27 Arizona.

28 20. Plaintiff Bonner was an "employee" of Defendants within the meaning of

1 A.R.S. § 23-350 and 29 U.S.C. § 203(e)(1).

2 21. Plaintiff Bonner became familiar with Defendants' operations as they relate
3 to this action during his tenure of employment with Defendants.

4 22. At all times Plaintiff Bonner was employed by and performed work for
5 Defendants, Defendants unlawfully classified him as an independent contractor.

6 23. Plaintiff Bonner has agreed to act as a class representative and his consent to
7 sue is attached as Exhibit "A" to this action.

8 24. Plaintiff Pahkalijae Ross ("Ross") is a resident of Maricopa County,
9 Arizona.

10 25. Plaintiff Ross was an "employee" of Defendants within the meaning of
11 A.R.S. § 23-350 and 29 U.S.C. § 203(e)(1).

12 26. Plaintiff Ross became familiar with Defendants' operations as they relate to
13 this action during his tenure of employment with Defendants.

14 27. At all times Plaintiff Ross was employed by and performed work for
15 Defendants, Defendants unlawfully classified him as an independent contractor.

16 28. Plaintiff Ross has agreed to act as a class representative and his consent to
17 sue is attached as Exhibit "A" to this action.

18 29. Plaintiff Dewoyne Williams ("Williams") is a resident of Maricopa County,
19 Arizona.

20 30. Plaintiff Williams has been an "employee" of Defendants within the
21 meaning of A.R.S. § 23-350 and 29 U.S.C. § 203(e)(1).

22 31. Plaintiff Williams became familiar with Defendants' operations as they
23 relate to this action during his tenure of employment with Defendants.

24 32. At all times Plaintiff Williams has been employed by and performed work
25 for Defendants, Defendants unlawfully classified him as an independent contractor.

26 33. Plaintiff Williams has agreed to act as a class representative and his consent
27 to sue is attached as Exhibit "A" to this action.

28 34. Plaintiff Jonathan Harris ("Harris") is a resident of Maricopa County,

1 Arizona.

2 35. Plaintiff Harris has been an “employee” of Defendants within the meaning
3 of A.R.S. § 23-350 and 29 U.S.C. § 203(e)(1).

4 36. Plaintiff Harris became familiar with Defendants’ operations as they relate
5 to this action during his tenure of employment with Defendants.

6 37. At all times Plaintiff Harris has been employed by and performed work for
7 Defendants, Defendants unlawfully classified him as an independent contractor.

8 38. Plaintiff Harris has agreed to act as a class representative and his consent to
9 sue is attached as Exhibit “A” to this action.

10 39. Plaintiff Arlison Six (“Six”) is a resident of Apache County, Arizona.

11 40. Plaintiff Six was an “employee” of Defendants within the meaning of
12 A.R.S. § 23-350 and 29 U.S.C. § 203(e)(1).

13 41. Plaintiff Six became familiar with Defendants’ operations as they relate to
14 this action during his tenure of employment with Defendants.

15 42. At all times Plaintiff Six was employed by and performed work for
16 Defendants, Defendants unlawfully classified him as an independent contractor.

17 43. Plaintiff Six’s consent to sue is attached as Exhibit “A” to this action.

18 Defendants

19 44. Upon information and belief, Defendant Michigan Logistics Inc. was and
20 still is a foreign corporation organized and existing pursuant to the laws of the State of
21 Texas, and is headquartered at 333 N. Sam Houston Parkway East, #1000, Houston,
22 Texas.

23 45. Upon information and belief, Defendant Michigan Logistics Inc. maintains
24 control, oversight, and direction over its operations and employment practices.

25 46. Upon information and belief, Defendant Michigan Logistics Inc. does
26 business as Diligent Delivery Systems.

27 47. Defendant Michigan Logistics Inc. lists on its website that it is engaged in
28 the business of shipping and delivery.

1 48. At all material times, Defendant Michigan Logistics Inc. has been an
2 “employer” within the meaning of the FLSA and Arizona law. 29 U.S.C. § 203(d) and
3 Ariz. Rev. Stat. § 23-350(3).

4 49. At all material times, Defendant Michigan Logistics Inc. has been and
5 remains an “enterprise” within the meaning of the FLSA by virtue of the business it
6 conducts as described herein. 29 U.S.C. § 203(r) & (s).

7 50. Upon information and belief, Defendant Arizona Logistics LLC was and
8 still is a domestic corporation organized and existing pursuant to the laws of the State of
9 Arizona, and is headquartered at 333 N. Sam Houston Parkway East, #1000, Houston,
10 Texas 77060.

11 51. Upon information and belief, Defendant Arizona Logistics LLC maintains
12 control, oversight, and direction over its operations and employment practices.

13 52. Upon information and belief, Defendant Arizona Logistics LLC does
14 business as Diligent Delivery Systems.

15 53. Upon information and belief, Defendant Arizona Logistics LLC transacts
16 business as Arizona Logistics, Inc.

17 54. At all material times, Defendant Arizona Logistics LLC has been an
18 “employer” within the meaning of the FLSA and Arizona law. 29 U.S.C. § 203(d) and
19 Ariz. Rev. Stat. § 23-350(3).

20 55. At all material times, Defendant Arizona Logistics LLC has been and
21 remains an “enterprise” within the meaning of the FLSA by virtue of the business it
22 conducts as described herein. 29 U.S.C. § 203(r) & (s).

23 56. Upon information and belief, Defendant Parts Authority Arizona LLC
24 (“Parts Authority”) was and still is a domestic corporation organized and existing pursuant
25 to the laws of the State of Arizona.

26 57. The Arizona Corporation Commission lists Parts Authority’s registered
27 statutory agent as Randy Buller, 2550 N. Scottsdale Road, Tempe, Arizona 85281.

28 58. Upon information and belief, Defendant Arizona Logistics LLC maintains

1 control, oversight, and direction over its operations and employment practices.

2 59. Upon information and belief, Defendant Parts Authority does business as
3 Parts Authority.

4 60. Upon information and belief, Defendant Parts Authority transacts business
5 as Parts Authority, Inc.

6 61. At all material times, Defendant Parts Authority has been an “employer”
7 within the meaning of the FLSA and Arizona law. 29 U.S.C. § 203(d) and Ariz. Rev.
8 Stat. § 23-350(3).

9 62. At all material times, Defendant Parts Authority has been and remains an
10 “enterprise” within the meaning of the FLSA by virtue of the business it conducts as
11 described herein. 29 U.S.C. § 203(r) & (s).

12 63. Upon information and belief, Defendant XYZ Corporations are one or more
13 fictitious name of the corporations, partnerships, or other business entities, the precise
14 identity of which are not presently known but who Plaintiffs will seek to add by name to
15 this action as the precise identity of each is determined. Upon information and belief, this
16 may include, but is not necessary limited to, PAI HoldCo, Inc. Upon further information,
17 Defendant XYZ Corporations operate, the business entity doing business as Parts
18 Authority.

19 64. Upon information and belief, Defendant XYZ Corporations maintain
20 control, oversight, and direction over their operations and employment practices as it
21 relates to the matters alleged herein.

22 65. Upon information and belief, Defendant XYZ Corporations maintain the
23 requisite amount of control, oversight, and direction over Defendant Parts Authority’s
24 operations and employment practices to be considered an employer or employers within
25 the meaning of the FLSA and Arizona law.

26 66. At all material times, each of the Defendant XYZ Corporations have been
27 an “employer” within the meaning of the FLSA and Arizona law. 29 U.S.C. § 203(d) and
28 Ariz. Rev. Stat. § 23-350(3).

1 67. At all material times, each Defendant XYZ Corporation has been and
2 remains an “enterprise” within the meaning of the FLSA by virtue of the business each
3 conducts as described herein. 29 U.S.C. § 203(r) & (s).

4 68. During the relevant time period, Michigan Logistics Inc. has operated and
5 continues to operate a business principally consisting of logistic management, namely
6 furnishing drivers for delivery companies around the country.

7 69. During the relevant time period, Arizona Logistics LLC has operated and
8 continues to operate a business principally consisting of logistic management, namely
9 furnishing drivers for delivery companies in the State of Arizona.

10 70. During the relevant time period, Defendant Parts Authority has operated and
11 continues to operate a business primarily consisting of retail sales and distribution of
12 automobile parts.

13 71. Michigan Logistics Inc., Arizona Logistics LLC, and Parts Authority
14 formed a joint employment relationship with respect to Plaintiffs and the Class Members
15 in furtherance of their respective business purposes including, but not necessarily limited
16 to, delivery of auto parts to customers of Parts Authority by work performed by Plaintiffs
17 and Class Members.

18 72. Defendants constitute a unified operation.

19 73. Defendants constitute a common enterprise.

20 74. Defendants have interrelated operations.

21 75. Defendants have common management.

22 76. Defendants have a centralized control of labor relations.

23 77. Defendants have common ownership.

24 78. Defendants Michigan Logistics Inc. and Arizona Logistics LLC hire
25 employees who are supervised by Defendant Parts Authority.

26 79. Defendant Parts Authority directs the day to day work of the Drivers who
27 are hired by Defendants Michigan Logistics Inc. and Arizona Logistics LLC.

28 80. Defendants Michigan Logistics Inc., Arizona Logistics LLC, and Parts

1 Authority share employees.

2 81. Defendants commingled funds with each other.

3 82. Defendants share the same physical addresses in the State of Arizona.

4 83. Defendants constitute a single employer.

5 84. Defendants constitute an integrated enterprise.

6 85. As described herein, at all material times, Defendants have jointly provided
7 direction to Plaintiffs and Class Members and have jointly maintained communication
8 with, and shared control of Plaintiffs and Class Members with regard to the assignment,
9 method, manner and monitoring the progress of their work and deliveries.

10 86. As such, Defendants are each directly, jointly, and severally liable for
11 violations in this case perpetrated against Plaintiffs and Class Members.

12 87. All of Defendant Parts Authority's store locations are advertised as a single
13 integrated enterprise on Defendant's website at:
14 <http://www.partsauthority.com/index.php/locations>.

15 88. Defendant Michigan Logistics Inc. employed employees, including
16 Plaintiffs herein, who regularly engaged in commerce or in the production of goods for
17 commerce or in handling, selling or otherwise working on goods and materials which
18 have moved in or been produced for commerce within the meaning of Section 3(b), (g), (i)
19 and (j) of the FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s)(A)(i).

20 89. Defendant Arizona Logistics LLC employed employees, including Plaintiffs
21 herein, who regularly engaged in commerce or in the production of goods for commerce
22 or in handling, selling or otherwise working on goods and materials which have moved in
23 or been produced for commerce within the meaning of Section 3(b), (g), (i) and (j) of the
24 FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s)(A)(i).

25 90. Defendant Parts Authority employed employees, including Plaintiffs herein,
26 who regularly engaged in commerce or in the production of goods for commerce or in
27 handling, selling or otherwise working on goods and materials which have moved in or
28 been produced for commerce within the meaning of Section 3(b), (g), (i) and (j) of the

1 FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s)(A)(i).

2 91. Defendant XYZ Corp. employed employees, including Plaintiffs herein,
3 who regularly engaged in commerce or in the production of goods for commerce or in
4 handling, selling or otherwise working on goods and materials which have moved in or
5 been produced for commerce within the meaning of Section 3(b), (g), (i) and (j) of the
6 FLSA, 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s)(A)(i).

7 92. Defendant Michigan Logistics Inc.'s annual gross volume of sales made or
8 business done is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

9 93. Defendant Arizona Logistics LLC's annual gross volume of sales made or
10 business done is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

11 94. Defendant Parts Authority's annual gross volume of sales made or business
12 done is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

13 95. Defendant XYZ Corp.'s annual gross volume of sales made or business
14 done is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

15 96. Defendants' annual gross volume of sales made or business done is not less
16 than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii)

17 97. At all times hereinafter mentioned, the activities of the Defendants
18 constituted an "enterprise" within the meaning of Section 3(r) & (s) of the FLSA. 29
19 U.S.C. § 203(r) & (s).

20 98. At all times hereinafter mentioned, Defendants employed employees,
21 including Plaintiffs herein, who regularly engaged in commerce or in the production of
22 goods for commerce or in handling, selling or otherwise working on goods and materials
23 which have moved in or been produced for commerce within the meaning of Section 3(b),
24 (g), (i) and (j) of the FLSA. 29 U.S.C. § 203(b), (g), (i), (j), (r) & (s).

25 99. At all relevant times, Defendants maintained control, oversight, and
26 direction over Plaintiffs and similarly situated employees, including timekeeping, payroll
27 and other employment practices that applied to them.

28 100. Defendants applied the same employment policies, practices, and

1 procedures to all Drivers throughout the State of Arizona, including policies, practices,
2 and procedures with respect to payment of overtime compensation.

3 **FLSA AND RULE 23 CLASS ACTION CLAIMS**

4 101. Plaintiffs bring the First Cause of Action, pursuant to the FLSA, 29 U.S.C. §
5 216(b), on behalf of themselves and all similarly situated persons who work or have
6 worked for Defendants as Drivers within the last 3 years and who elect to opt-in to this
7 action.

8 102. The proposed FLSA Class includes:

9 All current and former drivers who performed delivery services for Parts Authority
10 in the State of Arizona and were or are classified as independent contractors and/or not
11 classified as employees at any time during the three (3) years prior to the filing of their
12 respective consent forms (“FLSA Class”).

13 103. The Second and Third Causes of Action are properly maintainable as a class
14 action under Federal Rule of Civil Procedure 23.

15 104. The proposed Rule 23 Class includes:

16 All current and former drivers who performed delivery services for Parts Authority
17 in the State of Arizona and were or are classified as independent contractors and/or not
18 classified as employees at any time during the one (1) year prior to the filing of their
19 respective consent forms (“Rule 23 Class”).

20 105. The proposed FLSA Class and Rule 23 Class (collectively referred to as
21 “Class Members”) are so numerous that joinder of all members is impracticable. Upon
22 information and belief, there are more than 100 members of the proposed Class
23 throughout the State of Arizona.

24 106. There are questions of law and fact common to the Class that predominate
25 over any questions solely affecting individual members of the Class, including but not
26 limited to:

- 27 a. Whether one or all of Defendants are or were Plaintiffs’ employers;
28 b. Whether one or all of Defendants are required to and failed to pay Plaintiffs

1 and Class Members' statutory minimum wages;

2 c. Whether one or all of Defendants are required to and failed to pay Plaintiffs'
3 overtime for all hours worked in excess of forty hours per week;

4 d. Whether one or all of Defendants failure to pay wages violates state and
5 common law;

6 e. Whether Plaintiffs and Class Members were improperly classified as
7 independent contractors;

8 f. Whether one or all of Defendants were unjustly enriched by the acts and
9 omissions complained of herein;

10 g. Whether one or all of Defendants made or make unlawful deductions to
11 Plaintiffs' wages or unlawfully required the Drivers to bear Defendants' business
12 expenses for vehicles, equipment, gas, insurance, and other costs and expenses of the
13 employers' business;

14 h. Whether one or all of Defendants wrongfully required Plaintiffs to expend
15 money on Defendants' behalf;

16 i. The number of hours for which Plaintiffs and Class Members' alary was
17 intended to compensate;

18 j. The nature and extent of Plaintiffs' and Class Members' injury and the
19 appropriate measure of damages for the Classes.

20 107. The claims of the Arizona Class Representatives are typical of the claims of
21 the Class they seek to represent. The Arizona Class Representatives and Class Members
22 work or have worked for Defendants and have been subjected to common practices,
23 policies, programs, procedures, protocols, and plans of failing to pay all wages and
24 overtime owed, and making unlawful and excessive deductions from their wages. The
25 Arizona Class Representatives' job duties are also typical of those of the Class Members.

26 108. Defendants acted or refused to act on grounds generally applicable to the
27 Class Members as a whole by engaging the same violations of law with respect to the
28 Class Members, thereby making any final relief appropriate with respect to the Class as a

1 whole.

2 109. The Arizona Class Representatives will fairly and adequately protect the
3 interests of the Class and have no interests antagonistic to the Class.

4 110. The Arizona Class Representatives have retained counsel competent and
5 experienced in complex wage and hour litigation and class action litigation.

6 111. The Class Members have been damaged and are entitled to recovery as a
7 result of Defendants' common and uniform policies, practices, and procedures.

8 112. A Class Action is superior to other available methods for the fair and
9 efficient adjudication of this litigation, particularly in the context of wage litigation such
10 as the instant case where individual workers lack the financial resources to vigorously
11 prosecute the lawsuit in federal court against a large delivery conglomerate. Although the
12 relative damages suffered by individual members of the Class are not de minimis, such
13 damages are small compared to the expense and burden of individual prosecution of this
14 litigation.

15 113. Furthermore, class treatment is superior because it will obviate the need for
16 unduly duplicative litigation that might result in inconsistent judgments about Defendants'
17 policies.

18 114. The Arizona Class Representatives and the Class Members have been
19 equally affected by Defendants' failure to pay proper wages. Moreover, Class Members
20 still employed by Defendants may be reluctant to raise individual claims for fear of
21 retaliation.

22 **CLASS-WIDE FACTUAL ALLEGATIONS**

23 115. The Class Members have been victims of Defendants' common policy and
24 plan that has violated their rights under the FLSA by requiring Drivers to work in excess
25 of 40 hours per week and denying them overtime compensation for all overtime hours
26 worked. At all times relevant, Defendants' unlawful policy and pattern or practice has
27 been willful.

28 116. All of the work performed by Class Members was assigned by Defendants

1 and/or Defendants were aware of all the overtime work that Plaintiffs and Class Members
2 performed.

3 117. Upon information and belief, Defendants have a policy and pattern or
4 practice to require Plaintiffs and Class Members to work in excess of 40 hours per week.

5 118. Defendants failed to pay Plaintiffs and Class Members time and one half for
6 all hours worked over 40 in a workweek in violation of the FLSA.

7 119. Defendants unlawfully deducted money from Plaintiffs and Class Members'
8 wages.

9 120. Defendants have not allotted any time to Plaintiffs and the Class Members
10 for lunch or breaks. If Plaintiffs or Class Members want to eat lunch, they have been and
11 continue to be required to do so behind-the-wheel while on the move between deliveries
12 and while still performing work for Defendants.

13 121. Plaintiffs and Class Members are not allowed and do not exercise
14 independent judgement or discretion regarding their work for Defendants. All
15 independent judgment and discretion is subsumed by adherence to Defendants' scheduling
16 requirements and route micromanagement.

17 122. As part of its regular business practice, Defendants intentionally, willfully,
18 and repeatedly engaged in a pattern, practice, and/or policy that violates the FLSA.
19 Defendants' policy and pattern or practice includes but is not limited to:

- 20 a. Willfully failing to record all of the time that its employees, including
21 Plaintiffs and Class Members, worked for the benefit of Defendants;
- 22 b. Willfully failing to keep payroll records as required by the FLSA;
and
- 23 c. Willfully failing to pay its employees, including Plaintiffs and Class
24 Members, overtime wages for all of the hours that they worked in
excess of 40 per workweek.

25 123. Defendants were or should have been aware that the FLSA required it to pay
26 their Drivers premium overtime pay for all hours worked in excess of 40 per week.

27 124. Defendants' failure to pay Plaintiffs and Class Members overtime wages for
28

1 their work in excess of 40 hours per week was willful, intentional, and in bad faith.

2 125. Defendants' unlawful conduct has been widespread, repeated, and
3 consistent.

4 **PLAINTIFFS WERE DEFENDANTS' EMPLOYEES -**
5 **FACTUAL ALLEGATIONS**

6 126. Although Plaintiffs and the similarly situated drivers were classified as
7 independent contractors of Defendants, Defendants retained the right to control and did
8 control nearly every aspect of the Plaintiffs' work. Such control included, but was not
9 limited to, the following:

- 10 a. Plaintiffs and similarly situated drivers were required to report to a
11 specific Parts Authority store by 8:00 a.m. each work day, at which
12 time, Defendants provided Plaintiffs and other similarly situated
13 drivers with their initial round of deliveries that needed to be
14 immediately completed;
- 15 b. Plaintiffs and similarly situated drivers were required to remain at
16 their assigned Parts Authority stores until a minimum of
17 approximately 6:00 p.m. on Mondays through Fridays of each
18 workweek and until approximately 3:00 p.m. on Saturdays of each
19 workweek;
- 20 c. Plaintiffs and similarly situated drivers were not permitted to engage
21 in other employment during their regularly scheduled hours with
22 Defendants;
- 23 d. Defendants controlled the method, manner, and time that Plaintiffs
24 and Class Members deliver automobile parts to Defendants'
25 customers through a dispatcher that was located at each Parts
26 Authority store. Each workday, Defendants assigned to Plaintiffs and
27 the Class Members: the number of stops that Plaintiffs and other
28 similarly situated drivers make, the number of locations parts must be
delivered to, how many parts must be delivered to each location, and
the time of day each part must be delivered;
- e. Plaintiffs and similarly situated drivers did not negotiate regarding
the rates charged for their services;
- f. Plaintiffs and similarly situated drivers were disciplined by all
Defendants, with termination recommendations typically originating
with Defendant Parts Authority and executed by Defendants
Michigan Logistics Inc. and Arizona Logistics LLC;
- g. Plaintiffs and similarly situated drivers deliveries were monitored by
Defendants. Plaintiffs and similarly situated drivers were required to
be in contact with Defendants' dispatchers regarding the status of
deliveries throughout the day. For each delivery stop, Plaintiffs and
similarly situated drivers were required to confirm with Defendants'

1 that the delivery was made. If drivers encountered any problems
2 with a delivery, they were required to communicate with Defendants’
for instructions; and

3 h. Plaintiffs and similarly situated drivers were required to get
4 signatures from customers when deliveries were made.

5 127. Plaintiffs and similarly situated drivers did not have an opportunity to
6 experience profit or losses as a result of their employment for Defendants.

7 128. Plaintiffs and similarly situated drivers were told they could delegate their
8 work to other drivers, but any substitution of a Driver was typically completed by
9 Defendants upon Defendants’ Drivers requesting a day off.

10 129. Plaintiffs and similarly situated drivers did not have an opportunity to invest
11 in their business as a result of their employment for Defendants.

12 130. Plaintiffs and similarly situated Drivers were required to pay for their own
13 workers’ compensation insurance.

14 131. Defendant Michigan Logistics Inc. d/b/a Diligent Deliveries, advertises on
15 its websites that it provides:

- 16 • 24/7 service availability with a professional staff member;
- 17 • Outsourced dedicated fleet service solutions resulting in significant
18 cost savings;
- 19 • Online or over the phone orders, booking, and status updates;
- 20 • Constant delivery communication from pick up to proof of delivery
21 (POD);
- 22 • Quick entry and printable delivery tickets; and
- 23 • Custom delivery rates for frequent pick up or drop off locations.

24 132. Defendant Parts Authority specifically touts on its website its ability of
25 “having the right parts at the right price and at the right time” and highlights that its
26 “drivers and dispatchers get the right parts delivered—fast!”

27 133. Defendants did not provide Plaintiffs and Class Members with any training
28 in order to complete their duties as drivers.

134. Defendants did not require Plaintiffs and Class Members have any specific
skills or take any independent initiative to perform their duties.

135. Plaintiffs and Class Members performed services that are not outside the
usual course of Defendants’ business and are integral to Defendants’ business.

1 Bonner worked more than 55 hours per week for Defendants.

2 145. Defendants failed to compensate Plaintiff Bonner for all of the time worked
3 in excess of 40 hours per week at a rate of at least 1 and ½ times his regular hourly rate,
4 throughout the entire term of his employment with Defendants.

5 146. Defendants made unlawful deductions from Plaintiff Bonner's wages of two
6 dollars per workday for "administration fee" in order to offset Defendants' "compliance
7 and administration" costs.

8 147. Defendants failed to furnish Plaintiff Bonner with an accurate statement of
9 wages listing hours worked, rates paid, gross wages, allowances and deductions taken, and
10 net wages paid.

11 148. Upon information and belief, Defendants did not keep accurate records of
12 hours worked by Plaintiff Bonner.

13 ***Pahkalijae Ross***

14 149. Plaintiff Ross was employed by Defendants from in or about November
15 2015 until in or about July 2016 as a delivery driver.

16 150. Plaintiff Ross was an employee of Defendants, working under their direct
17 supervision.

18 151. Plaintiff Ross reported to various stores for Defendants, including but not
19 limited to: Defendants' Scottsdale store, located at 2550 North Scottsdale Road, Tempe,
20 Arizona 85281; Defendants' Fillmore store, located at 2215 Fillmore Street, Phoenix,
21 Arizona 85009; Defendants' Tempe store, located at 1505 West Baseline Road, Tempe,
22 Arizona 85283; Defendants' Mesa BAP store, located at 500 South Country Club Drive,
23 Mesa, Arizona 85210; Defendants' RR Mesa store, located at 1104 West Guadalupe
24 Road, Mesa, Arizona 85210; and Defendants' East Mesa store, located at 7220 East Main
25 Street, Mesa, Arizona 85207.

26 152. Throughout Plaintiff Ross' employment for Defendants, he was required to
27 report to work from approximately 7:30 a.m. until approximately 5:00 p.m. every Monday
28 through Friday, and from approximately 7:30 a.m. until approximately 3:00 p.m. every

1 Saturday.

2 153. At all times hereinafter mentioned, Plaintiff Ross was required to be paid
3 overtime pay at the statutory rate of 1 and ½ his regular rate of pay after he worked 40
4 hours in a workweek.

5 154. During most workweeks between November 2015 and July 2016, Plaintiff
6 Ross worked more than 55 hours per week.

7 155. Defendants failed to compensate Plaintiff Ross for all of the time worked in
8 excess of 40 hours per week at a rate of at least 1 and ½ times his regular hourly rate,
9 throughout the entire term of his employment with Defendants.

10 156. Defendants made unlawful deductions from Plaintiff Ross' wages of two
11 dollars per workday for "administration fee" in order to offset Defendants' "compliance
12 and administration" costs.

13 157. Defendants failed to furnish Plaintiff Ross with an accurate statement of
14 wages listing hours worked, rates paid, gross wages, allowances and deductions taken, and
15 net wages paid.

16 158. Upon information and belief, Defendants did not keep accurate records of
17 hours worked by Plaintiff Ross.

18 ***Dewoyne Williams***

19 159. Plaintiff Williams has been employed by Defendants from in or about
20 January 2016 through present as a delivery driver.

21 160. Plaintiff Williams has been an employee of Defendants, working under their
22 direct supervision.

23 161. Plaintiff Williams has reported to various stores for Defendants, including
24 but not limited to: Defendants' Scottsdale store, located at 2550 North Scottsdale Road,
25 Tempe, Arizona 85281; Defendants' Fillmore store, located at 2215 Fillmore Street,
26 Phoenix, Arizona 85009; and Defendants' Camelback store, located at 5030 North 27th
27 Avenue, Phoenix, Arizona 85017.

28 162. Throughout Plaintiff Williams' employment for Defendants, he was

1 required to report to work from approximately 8:30 a.m. until approximately 6:00 p.m.
2 every Monday through Friday, and from approximately 8:00 a.m. until approximately
3 4:00 p.m. every Saturday.

4 163. At all times hereinafter mentioned, Plaintiff Williams was required to be
5 paid overtime pay at the statutory rate of 1 and ½ his regular rate of pay after he worked
6 40 hours in a workweek.

7 164. During most workweeks between approximately January 2016 and the
8 present, Plaintiff Williams worked more than 55 hours per week.

9 165. Defendants failed to compensate Plaintiff Williams for all of the time
10 worked in excess of 40 hours per week at a rate of at least 1 and ½ times his regular
11 hourly rate, throughout the entire term of his employment with Defendants.

12 166. Defendants made unlawful deductions from Plaintiff Williams' wages of
13 two dollars per workday for an "administration fee" in order to offset Defendants'
14 "compliance and administration" costs.

15 167. Defendants failed to furnish Plaintiff Williams with an accurate statement of
16 wages listing hours worked, rates paid, gross wages, allowances and deductions taken, and
17 net wages paid.

18 168. Upon information and belief, Defendants did not keep accurate records of
19 hours worked by Plaintiff Williams.

20 ***Jonathan Harris***

21 169. Plaintiff Harris has been employed by Defendants from in or about
22 November 2015 through present as a delivery driver.

23 170. Plaintiff Harris has been an employee of Defendants, working under their
24 direct supervision.

25 171. Plaintiff Harris has reported to various stores for Defendants, including but
26 not limited to: Defendants' Peoria store, located at, 9700 North 91st Avenue, Peoria,
27 Arizona 85345 and Defendants' Surprise store, located at 13128 West Foxfire Drive,
28 Surprise, Arizona 85374.

1 172. Throughout Plaintiff Harris' employment for Defendants, he was required to
2 report to work from approximately 7:30 a.m. until approximately 5:00 p.m. every Monday
3 through Friday and from approximately 8:00 a.m. until approximately 3:00 p.m. every
4 Saturday.

5 173. At all times hereinafter mentioned, Plaintiff Harris was required to be paid
6 overtime pay at the statutory rate of 1 and ½ his regular rate of pay after he worked 40
7 hours in a workweek.

8 174. During most workweeks between November 2016 and the present, Plaintiff
9 Harris worked more than 55 hours per week.

10 175. Defendants failed to compensate Plaintiff Harris for all of the time worked
11 in excess of 40 hours per week at a rate of at least 1 and ½ times his regular hourly rate,
12 throughout the entire term of his employment with Defendants.

13 176. Defendants made unlawful deductions from Plaintiff Harris' wages of two
14 dollars per workday for "administration fee" in order to offset Defendants' "compliance
15 and administration" costs.

16 177. Defendants failed to furnish Plaintiff Harris with an accurate statement of
17 wages listing hours worked, rates paid, gross wages, allowances and deductions taken, and
18 net wages paid.

19 178. Upon information and belief, Defendants did not keep accurate records of
20 hours worked by Plaintiff Harris.

21 ***Arlison Six***

22 179. Plaintiff Six was employed by Defendants from in or about November 2011
23 until in or about November 2013 as a delivery driver.

24 180. Plaintiff Six was an employee of Defendants, working under their direct
25 supervision.

26 181. Plaintiff Six reported to various stores for Defendants, including but not
27 limited to: Defendants' Scottsdale store, located at 2550 North Scottsdale Road, Tempe,
28 Arizona 85281; Defendants' Fillmore store, located at 2215 Fillmore Street, Phoenix,

1 Arizona 85009; and Defendants' Phoenix North store, located at 15230 North 32nd Street,
2 Phoenix, Arizona 85032.

3 182. Throughout Plaintiff Six employment for Defendants, he was required to
4 report to work from approximately 7:30 a.m. until approximately 5:00 p.m. every Monday
5 through Friday, and from approximately 7:30 a.m. until approximately 3:00 p.m. every
6 Saturday.

7 183. At all times hereinafter mentioned, Plaintiff Six was required to be paid
8 overtime pay at the statutory rate of 1 and ½ his regular rate of pay after he worked 40
9 hours in a workweek.

10 184. During most workweeks between November 2011 and November 2013,
11 Plaintiff Six worked more than 55 hours per week.

12 185. Defendants failed to compensate Plaintiff Six for all of the time worked in
13 excess of 40 hours per week at a rate of at least 1 and ½ times his regular hourly rate,
14 throughout the entire term of his employment with Defendants.

15 186. Defendants made unlawful deductions from Plaintiff Six's wages of two
16 dollars per workday for "administration fee" in order to offset Defendants' "compliance
17 and administration" costs.

18 187. Defendants failed to furnish Plaintiff Six with an accurate statement of
19 wages listing hours worked, rates paid, gross wages, allowances and deductions taken, and
20 net wages paid.

21 188. Upon information and belief, Defendants did not keep accurate records of
22 hours worked by Plaintiff Six.

23 **FIRST CAUSE OF ACTION**

24 **Failure to Pay Overtime and Minimum Wages In Violation of the FLSA**
25 **(Brought on behalf of Plaintiffs and the FLSA Class)**

26 189. Plaintiffs reallege and incorporate by reference all allegations in all
preceding paragraphs.

27 190. Plaintiffs and members of the FLSA Class are non-exempt employees
28 entitled to be paid overtime compensation for all overtime hours worked.

1 191. Defendants employed Plaintiffs and members of the FLSA Class for
2 workweeks longer than 40 hours and willfully failed to compensate Plaintiffs for all of the
3 time worked in excess of 40 hours per week, at a rate of at least 1 and ½ times their
4 regular hourly rate, in violation of the requirements of Section 7 of the FLSA, 29 U.S.C. §
5 207(a) (1).

6 192. Plaintiffs have expressed their consent to make these claims against the
7 Defendants by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

8 193. Defendants failed to make a good faith effort to comply with the FLSA with
9 respect to its compensation to Plaintiffs and the FLSA Class.

10 194. Because Defendants' violations of the FLSA were intentional, willful, and
11 repeated, a 3 year statute of limitations applies, pursuant to 29 U.S.C. § 255.

12 195. As a consequence of the willful underpayment of wages, alleged above,
13 Plaintiffs have incurred damages thereby and Defendants are indebted to them in the
14 amount of the unpaid overtime compensation, together with interest, liquidated damages,
15 attorneys' fees, and costs in an amount to be determined at trial.

16 **SECOND CAUSE OF ACTION**
17 **Violation of Arizona's Wage Act - A.R.S. § 23-350, et seq.**
18 **(Brought on behalf of Plaintiffs and Rule 23 Class)**

19 196. Plaintiffs reallege and incorporate by reference all allegations in all
20 preceding paragraphs.

21 197. Ariz. Rev. Stat. § 23-351 provides in relevant part:

22 A. Each employer in this State shall designate two or
23 more days in each month, not more than sixteen days
24 apart, as fixed paydays for payment of wages to the
25 employees . . .

26 C. Each employer shall, on each of the regular paydays,
27 pay to the employees . . . all wages due the employee
28 up to such a date . . .

(3) Overtime or exception pay shall be paid no
later than sixteen days after the end of the
most recent pay period.

198. Ariz. Rev. Stat. § 23-352 provides in relevant part:

If an employer, in violation of this chapter fails to pay wages
due any employee, the employee may recover in a civil action

1 against an employer or former employer an amount that is
2 treble the amount of the unpaid damages.

3 199. Ariz. Rev. Stat § 23-352 provides in relevant part:

4 No employer may withhold or divert any portion of an
5 employee's wages unless one of the following applies:

- 6 1. The employer is required or empowered to do so by
7 statute or federal law.
- 8 2. The employer has prior written authorization from the
9 employee. An employer shall not withhold wages
10 under a written authorization from the employee past
11 the date specified by the employee in a written
12 revocation of the authorization, unless the withholding
13 is to resolve a debt or obligation to the employer or a
14 court orders otherwise.
- 15 3. There is a reasonable good faith dispute as to the
16 amount of wages due, including the amount of any
17 counterclaim or any claim of debt, reimbursement,
18 recoupment or set-off asserted by the employer against
19 the employee.

20 200. Ariz. Rev. Stat. § 23-363 provides in relevant part:

- 21 A. Employers shall pay employees no less than the
22 minimum wage, which shall be six dollars and seventy
23 five cents (\$6.75) an hour beginning January 1, 2007.
- 24 B. The minimum wage shall be increased on January 1,
25 2008 on and on January 1 of successive years by the
26 increase of the cost of living . . .

27 201. Effective January 1, 2015, the Arizona minimum wage became \$8.05 per
28 hour.

202. By the acts and omissions set forth above, including by failing to pay all
wages due to Plaintiffs and Rule 23 Class, including applicable minimum wages under
Arizona law and applicable overtime wages and by improperly deducting portions of
Plaintiffs' and Rule 23 Class' wage, by inter alia deducting wages due to "administrative
charge" violates Arizona's Wage Act.

203. As a result of Defendants' violations of Ariz. Rev. Stat. § 23-351, Plaintiffs
and Rule 23 Class have been harmed, have suffered substantial losses and have been
deprived of compensation to which they were entitled and therefore are entitled to an
award of the unpaid wages, with prejudgment interest thereon, and treble the amount of

1 such wages, together with attorneys' fees and costs, pursuant to A.R.S. § 23-355.

2 **THIRD CAUSE OF ACTION**
3 **Restitution / Unjust Enrichment - A.R.S. § 23-350, et seq.**
4 **(Brought on behalf of Plaintiffs and the Rule 23 Class)**

5 204. Plaintiffs reallege and incorporate by reference all allegations in all
6 preceding paragraphs.

7 205. Defendants have been unjustly enriched by shifting a portion of the cost of
8 doing business on to their employees. Such costs include, inter alia, the costs of fuel,
9 vehicle maintenance, and insurance.

10 206. Plaintiffs and the Rule 23 Class are entitled to restitution and/or damages in
11 quantum meruit for the value of the economic benefit they were required to bestow upon
12 Defendants.

13 207. Any contracts Plaintiffs and the Rule 23 Class entered into or were required
14 to enter into as a condition of their employment that govern such payments are
15 unconscionable and unenforceable.

16 208. Plaintiffs and the Rule 23 Class are entitled to restitution for all of
17 Defendants' costs or fees that have been levied upon Plaintiffs and the Rule 23 Class
18 together with prejudgment interest. Plaintiffs are similarly entitled to restitution for all
19 fuel surcharges and other costs charged to Defendants' customers, clients or other third
20 parties that were paid

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated,
23 seek for the following relief:

24 A. A declaration that Defendants are joint employers of Plaintiffs and the Class
25 Members;

26 B. A declaration that Plaintiffs and the FLSA Class are non-exempt employees
27 of Defendants for purposes of the FLSA;

28 C. A declaration that Plaintiffs and the Rule 23 Class are employees of
29 Defendants under Arizona law including, but not limited to, for purposes of the Arizona

1 Wage Act;

2 D. A declaration that Defendants have violated and are violating the FLSA;

3 E. A declaration that Defendants have violated and are violation Arizona's
4 Wage Act;

5 F. A declaration that Defendants' violations of the FLSA and Arizona Wage
6 Act are willful;

7 G. Awarding Plaintiffs and Class Members wages and overtime payments due
8 to them for the hours worked by them for Defendants without proper compensation;

9 H. Awarding Plaintiffs and Class Members statutory, compensatory and
10 punitive damages, liquidated damages, appropriate statutory penalties, treble damages,
11 and restitution to be paid by Defendants.

12 I. Requiring Defendants to comply with the FLSA and Arizona Wage Act by
13 promptly paying Plaintiffs and Class Members for all hours worked at the appropriate
14 rates of pay;

15 J. Awarding Plaintiffs and Class Members attorneys' fees and costs of suit;
16 and

17 K. Awarding Plaintiffs and Class Members such other and further relief as the
18 Court deems just and proper, at law and in equity.

19 L. That, at the earliest possible time, Plaintiffs be allowed to give notice to the
20 FLSA Class, or that the Court issue such notice, to all persons who are presently, or have
21 at any time during the 3 years immediately preceding the filing of this suit, up through and
22 including the date of this Court's issuance of court-supervised notice, been employed by
23 Defendants as Drivers, or similarly situated positions. Such notice shall inform them that
24 this civil action has been filed, of the nature of the action, and of their right to join this
25 lawsuit if they believe they were denied proper wages;

26 M. Certification of this case as a class action pursuant to Rule 23 of the Federal
27 Rules of Civil Procedure;

28 N. Designation of Plaintiffs Xavier Bonner, Pahkalijae Ross, Dewoyne

1 Williams, and Jonathan Harris as representatives of the Rule 23 Class, and counsel of
2 record as Class Counsel; and

3 O. Reasonable incentive awards for Plaintiffs to compensate them for the time
4 they spent attempting to recover wages for the Class and for the risks they took in doing
5 so.

6 RESPECTFULLY SUBMITTED this 24th day of October, 2016.

7
8 By: /s/ Daniel Bonnett
Daniel Bonnett

9 MARTIN & BONNETT, P.L.L.C.
10 Susan Martin
Daniel Bonnett
Evan Schlack
11 1850 N. Central Avenue, Suite 2010
12 Phoenix, Arizona 85004
Telephone: (602) 240-6900

13 SHULMAN KESSLER LLP
14 Troy L. Kessler (pro hac vice motion
forthcoming)
15 Marijana Matura (pro hac vice motion
forthcoming)
16 534 Broadhollow Road, Suite 275
Melville, New York 11747
17 Telephone: (631) 499-9100

18 *Attorneys for Plaintiffs and the*
Putative FLSA and the Rule 23 Classes

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EXHIBIT “A”

CONSENT FORM

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* against my current/former employer, Michigan Logistics, Inc. d/b/a Diligent Delivery Systems (“Diligent”), to secure any relief that may be awarded, including overtime pay, liquidated damages, attorneys’ fees, costs and other relief arising out of my employment with Diligent.
2. During the past 3 years, there were occasions when I worked more than 40 hours in a week for Diligent, and I did not receive proper overtime compensation for those hours.
3. I authorize Shulman Kessler LLP to represent me in this case.

Date: 9/20/2016

DocuSigned by:

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Signature


xavier bonner

Print Name

CONSENT FORM

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Date: 10/19/2016

DocuSigned by:

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Signature


Pahkalijae Ross

Print Name

CONSENT FORM

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Date: 9/20/2016

DocuSigned by:

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Signature

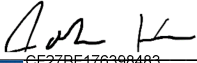
Dewoyne Williams

Print Name

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3. I authorize Shulman Kessler LLP to represent me in this case.

Date: 9/21/2016

DocuSigned by:

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Signature

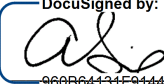
Jonathan Harris

Print Name

CONSENT FORM

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2. During the past 3 years, there were occasions when I worked more than 40 hours in a week for Diligent, and I did not receive proper overtime compensation for those hours.
3. I authorize Shulman Kessler LLP to represent me in this case.

Date: 9/20/2016

DocuSigned by:

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Signature

Arlison Six

Print Name

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

<p>Plaintiff Xavier Bonner ; Pahkalijae Ross ; (s): Dewoyne Williams ; Jonathan Harris ; Arlison Six</p>	<p>Defendant Michigan Logistics Inc., d/b/a (s): Diligent Delivery Systems ; Arizona Logistics, LLC, d/b/a Diligent Delivery Systems ; Parts Authority Arizona LLC, d/b/a Parts Authority ; XYZ Corporations</p>
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County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

Daniel L. Bonnett
Martin & Bonnett, P.L.L.C.
1850 N. Central Avenue, Suite 2010
Phoenix, Arizona 85004
(602) 240-6900

Susan Martin
Martin & Bonnett, P.L.L.C.
1850 N Central Avenue, Suite 2010
Phoenix, Arizona 85004
(602) 240-6900

Evan Schlack
Martin & Bonnett, P.L.L.C.
1850 N Central Avenue, Suite 2010
Phoenix, Arizona 85004
(602) 240-6900

II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal
Parties (Diversity Cases Only)

Plaintiff:- **N/A**

Defendant:- **N/A**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **710 Fair Labor Standards Act**

VI.Cause of Action: **29 U.S.C. § 201 et seq., A.R.S. § 23-350, et seq.**

VII. Requested in Complaint

Class Action: **Yes**

Dollar Demand: **TBD**

Jury Demand: **No**

VIII. This case is not related to another case.

Signature: s/Daniel L. Bonnett

Date: 10/24/2016

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Logistics Companies Slammed with FLSA Class Action Suit](#)
