

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MARY CHACHAS AND ANGELA
MOSLEY, *individually, and on behalf of others*
similarly situated,

Case No.

Plaintiffs,

vs.

CENTRICSIT, LLC,

Defendant.

COLLECTIVE ACTION
COMPLAINT WITH JURY DEMAND

Plaintiffs, Mary Chachas and Angela Mosley, by and through their attorneys JTB LAW GROUP LLC and THE ORLANDO FIRM, P.C., as and for their Complaint against Defendant, CentricsIT, LLC, allege of their own knowledge and conduct and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiffs bring this collective action, individually and on behalf of all others similarly situated, to recover monetary damages, liquidated damages, and costs, including reasonable attorney's fees, as a result of Defendant's willful violations of the Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA") and attendant regulations at 29 C.F.R. §§ 516, *et seq.*

2. Defendant violated the FLSA overtime requirement, 29 U.S.C. § 207(a)(1) by misclassifying Plaintiffs and other members of the FLSA Collective as salary-exempt employees

and paying them a fixed weekly salary, without overtime pay calculated at time-and-a-half of their regular rates of pay for each hour worked in excess of forty (40) in a workweek.

3. Plaintiffs bring this claim for relief for violation of the FLSA, as a collective action pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b), defined as follows:

All current and former employees of CentricsIT LLC who, at any time during the period dating from three (3) years prior to the commencement of this action through the date of judgment, worked in the United States in “Centrics Support Services” performing telephone and/or e-mail-based customer support to CentricsIT LLC’s clients and were classified as exempt from the overtime requirements of the FLSA.

4. Upon information and belief, for at least three (3) years prior to the filing of this Complaint, Defendant has willfully and intentionally committed systematic and widespread violations of the FLSA and corresponding regulations by failing to pay Plaintiffs and other Customer Support Services Representatives proper overtime compensation for hours worked over forty (40) in a given workweek.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over Plaintiffs’ FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiffs’ claims raise a federal question under 29 U.S.C. § 201, *et seq.*

6. This Court has personal jurisdiction over Defendant because its principal business office and headquarters is in the State of Georgia.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this District, employs Customer Support Services Representatives in this district, and a substantial portion of the events that give rise to the Plaintiffs’ claims occurred in

this district.

PARTIES

Plaintiffs

8. Plaintiff Mary Chachas is a resident of Duluth, Georgia, and was employed by Defendant as a Customer Support Services Representative from approximately March 2014 through early January 2017. Plaintiff Chachas signed a consent form to join this lawsuit, which is attached as *Exhibit 1*.

9. Plaintiff Angela Mosley is a resident of Dacula, Georgia, and was employed by Defendant as a Customer Support Services Representative from approximately September 2014 through early January 2017. Plaintiff Mosley signed a consent form to join this lawsuit, which is attached as *Exhibit 2*.

Defendant

10. Defendant CentricsIT LLC is a limited liability company organized under the laws of Georgia.

11. Defendant's central office is located at 3140 Northwoods Parkway, Suite 700, Norcross, Georgia 30071.

12. Defendant CentricsIT LLC provides technical support service, IT hardware maintenance on various products to customers worldwide.

FACTUAL ALLEGATIONS

FLSA Coverage

13. The FLSA applies in this case on an enterprise basis.

14. Defendant's annual revenue exceeds \$500,000.

15. Defendant has had more than two employees engaged in interstate commerce.

16. Plaintiff and other similarly situated Customer Support Services Representatives engaged in interstate commerce during their employment and therefore they were/are also covered by the FLSA on an individual basis.

Defendant's Employment and Misclassification of Customer Support Services Representatives

17. Defendant has and continues to employ a staff of Customer Support Services Representatives whose primary duties were to respond to incoming calls and emails regarding technical issues, check availability of products and updates, and assist with coordinating deliveries of products and in-person technical support.

18. Defendant classified its Customer Support Services Representatives as exempt employees and paid them a fixed salary, without overtime pay calculated at time-and-a-half of their regular rates of pay for each hour worked in excess of forty (40) in a workweek.

19. Prior to September 2015, Defendant did not pay its Customer Support Services Representatives any additional compensation besides their annual salary.

20. As a result of complaints from Customer Support Services Representatives regarding being required to work over forty (40) hours per week without receiving any compensation for hours over (40) in a workweek, in or around September 2015, Defendant started paying Customer Support Services Representatives a fixed sum of approximately \$250 for each weekend he or she was assigned to be "on-call," which rotated amongst each Customer Support Services Representative every several weeks. In or around August 2016, Defendant increased the on-call payment to a fixed sum of approximately \$400.

21. Defendant's Customer Support Services Representatives, including Plaintiffs,

were not employed in a *bona fide* executive, administrative, or professional capacity, or in the capacity of outside salespersons, *see* 29 U.S.C. § 213(a)(1), because their primary job duties did not include any of the following or any combination thereof:

- a. management of Defendant or of any customarily recognized department or subdivision of Defendant;
- b. customary or regular direction of the work of two or more other employees;
- c. office or non-manual work directly related to the management or general business operations of Defendant or its customers;
- d. exercise of discretion and independent judgment with respect to matters of significance; or
- e. making sales;

22. Defendant's Customer Support Services Representatives, including Plaintiffs, did not have authority to hire or fire other employees, nor did they make suggestions or recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees that were given particular weight.

23. Defendant's Customer Support Services Representatives, including Plaintiffs, did not fall within the FLSA overtime exemption applicable to the positions of "computer systems analyst, computer programmer, software engineer, or other similarly skilled worker," *see* 29 U.S.C. § 213(a)(17), because their primary job duties did not include any of the following or any combination thereof:

- a. applying systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;
- b. designing, developing, documenting, analyzing, creating, testing, or modifying computer systems or programs, including prototypes, based on

and related to user or system design specifications; or

- c. designing, documenting, testing, creating, or modifying computer programs related to machine operating systems.

24. Defendant's Customer Support Services Representatives worked from offices at the company's headquarters in Norcross, Georgia, as well as from their homes.

25. Defendant required its Customer Support Services Representatives, including Plaintiffs, to work full-time schedules consisting of five (5) shifts per week, each lasting approximately nine (9) hours, and also required them to perform additional work before and after their scheduled shifts, and on days they were not scheduled to work full shifts.

26. On most shifts, Defendant's Customer Support Services Representatives, including Plaintiffs, did not receive a free, uninterrupted meal break over twenty (20) minutes.

27. There have been many weeks in which Defendant's Customer Support Services Representatives, including Plaintiffs, worked more than five (5) shifts.

28. There have been many shifts in which Defendant's Customer Support Services Representatives, including Plaintiffs, worked more than nine (9) hours.

29. Defendant's Customer Support Services Representatives, including Plaintiffs, have regularly worked over forty (40) hours per week throughout the statutory period.

30. Defendant has assigned Customer Support Services Representatives to be "on-call" and available to work during certain designated periods outside their scheduled shifts, which varied in frequency and duration, and in some weeks included entire weekends and/or several nights after the Customer Support Services Representative's shift.

31. The work performed outside shifts and/or on-call periods included responding to inquiries from Defendant's companies, other technical support and/or inventory or delivery

providers, and Defendant's managers and supervisors, and performing research as needed to respond to such inquiries.

32. Plaintiffs and other similarly situated Customer Support Services Representatives performed such work on most days, at various times throughout the day and/or night, and for durations of time ranging from several minutes to several hours per day, all, if not most of which were in excess of forty (40) hours in a workweek.

33. In many weeks throughout the statutory period, Defendant required Customer Support Services Representatives to perform such work outside of their work schedule even in weeks in which they either did not receive any on-call pay, or received an amount of on-call pay that was insufficient to provide them with time-and-a-half of their regular rate of pay for all hours worked in excess of forty (40) in a workweek.

Plaintiffs' Employment

Mary Chachas

34. Plaintiff Mary Chachas was employed by Defendant as a Customer Support Services Representative from approximately March 2014 through early January 2017.

35. When Plaintiff Chachas started working for Defendant her annual salary was approximately \$45,000.

36. When Plaintiff Chachas last worked for Defendant her annual salary was approximately \$52,000.

37. Defendant classified Plaintiff Chachas as exempt from overtime.

38. Defendant misclassified Plaintiff Chachas as exempt from overtime.

39. In or around September 2015, Defendant started paying Plaintiff Chachas a fixed

sum of approximately \$275 in “on-call” pay approximately one every four to six (4-6) weeks. In or around August 2016, Defendant increased the on-call payment to a fixed sum of approximately \$400.

40. From December 2015 through May 2016, Plaintiff Chachas worked most, if not all of her shifts from her home.

41. As a Customer Support Services Representative, Plaintiff Chachas was required to work a full-time schedule consisting of five (5) shifts per week, each lasting approximately nine (9) hours, and additional work before and after her shifts and on days she was not scheduled to work a full shift.

42. Plaintiff Chachas’ shifts typically began at 9:00 a.m. and continued through 6:00 – 7:00 p.m., if not later.

43. On most shifts, Plaintiff Chachas did not receive a free, uninterrupted meal period of at least twenty (20) minutes.

44. In addition to her scheduled shifts, which generally exceeded forty (40) hours, Plaintiff Chachas spent several additional hours per after her shifts and on weekends (including those for which she did not receive on-call pay), performing work for Defendant such as responding to inquiries from Defendant’s companies, other technical support and/or inventory or delivery providers, and Defendant’s managers and supervisors, and performing research as needed to respond to such inquiries.

Angela Mosley

45. Plaintiff Angela Mosley was employed by Defendant as a Customer Support Services Representative from approximately September 2014 through early January 2017.

46. When Plaintiff Mosley started working for Defendant her annual salary was approximately \$45,000.

47. When Plaintiff Mosley last worked for Defendant her annual salary was approximately \$50,000.

48. Defendant classified Plaintiff Mosley as exempt from overtime.

49. Defendant misclassified Plaintiff Mosley as exempt from overtime.

50. In or around September 2015, Defendant started paying Plaintiff Mosley a fixed sum of approximately \$250 in “on-call” pay approximately one every four to six (4-6) weeks. In or around August 2016, Defendant increased the on-call payment to a fixed sum of approximately \$400.

51. Throughout her employment, Plaintiff Mosley worked most, if not all of her shifts from her home.

52. As a Customer Support Services Representative, Plaintiff Mosley was required to work a full-time schedule consisting of five (5) shifts per week, each lasting approximately nine (9) hours, and additional work before and after her shifts and on days she was not scheduled to work a full shift.

53. Plaintiff Mosley’s shifts typically began at 10:00 p.m. and continued through 6:00 a.m., if not later.

54. On most shifts, Plaintiff Mosley did not receive a free, uninterrupted meal period of at least twenty (20) minutes.

55. In addition to her scheduled shifts, which generally exceeded forty (40) hours, Plaintiff Mosley spent several additional hours per after her shifts and on weekends (including

those for which she did not receive on-call pay), performing work for Defendant such as responding to inquiries from Defendant's companies, other technical support and/or inventory or delivery providers, and Defendant's managers and supervisors, and performing research as needed to respond to such inquiries.

Plaintiffs' Attempt to Settle Pre-Litigation and Tolling of the Statute of Limitations

56. From January 2017 through August 2017, counsel for Plaintiffs and Defendant engaged in discussions in an effort to reach a settlement and release of Defendant's liability to Plaintiffs for unpaid overtime wages.

57. In the course of these discussions, counsel for Plaintiffs and Defendant executed a written agreement tolling Plaintiffs' statute of limitations under the FLSA as of January 25, 2017 and continuing through the termination of the tolling agreement pursuant to ten (10) days written notice by either side.

58. Despite their discussions, Plaintiffs and Defendant were unable to reach a settlement of Plaintiffs' unpaid overtime wages.

59. Plaintiffs' counsel received written notice from Defendant's counsel of Defendant's termination of the parties' tolling agreement on August 29, 2017.

60. Pursuant to the parties' tolling agreement, the statute of limitations applicable to each Plaintiffs' FLSA claim should be extended by two-hundred and twenty-six (226) days, i.e. the amount of days between January 25, 2017 and ten (10) days following Defendant's termination of the tolling agreement on August 29, 2017.

Defendant's Violations of Law are Willful and Ongoing

61. Defendant's violations of the above-described federal and state wage and hour

statutes and regulations were willful, arbitrary, unreasonable and in bad faith.

62. Defendant's wrongful acts and/or omissions/commissions, as alleged herein, were not made in good faith, or in conformity with or in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the U.S. Department of Labor and/or any state department of labor, or any administrative practice or enforcement policy of such departments.

63. At all relevant times, Defendant knew that Plaintiffs and other Customer Support Services Representatives worked over forty (40) hours per week and performed work outside of their work schedule such as responding to inquiries from Defendant's companies, other technical support and/or inventory or delivery providers, and Defendant's managers and supervisors, and performing research as needed to respond to such inquiries, without receiving time-and-a-half of their regular rate of pay for all hours worked in excess of forty (40) in a workweek.

64. At all relevant times, Defendant knew that Plaintiffs and other Customer Support Services Representatives were not employed in a *bona fide* executive, administrative, or professional capacity, or in the capacity of outside salespersons, or computer systems analysts, computer programmers, software engineers, or other similarly skilled workers.

65. At all relevant times, Defendant failed to take reasonable steps to determine whether its pay practices were compliant with the FLSA.

66. Plaintiffs and other Customer Support Services Representatives complained to Defendant about not receiving overtime compensation but Defendant willfully failed to pay their claimed unpaid wages and has refused to reclassify the Customer Support Services Representatives position as non-exempt and eligible for overtime pay.

67. In or around August 2016, Defendant issued an employee handbook which provided, in part, that “any employee who believes he or she had been misclassified ha[d] a duty to notify the Payroll Department.”

68. Defendant assured Plaintiffs and other Customer Support Services Representatives that they would be paid in compliance with the FLSA, but continued to misclassify them as salary-exempt employees and failed to pay them proper overtime compensation throughout Plaintiffs’ employment and continuing with respect to currently-employed Customer Support Services Representatives.

69. Despite being placed on notice that such time is compensable under the FLSA, Defendant’s violations of law have continued unabated.

COLLECTIVE ACTION ALLEGATIONS

70. Plaintiffs bring this action pursuant to 29 U.S.C. § 216(b) of the FLSA on their own behalf and on behalf of:

All current and former employees of CentricsIT LLC who, at any time during the period dating from three (3) years prior to the commencement of this action through the date of judgment, worked in the United States in “Centrics Support Services” performing telephone and/or e-mail-based customer support to CentricsIT LLC’s clients and were classified as exempt from the overtime requirements of the FLSA.

(hereinafter referred to as the “Collective”). Plaintiffs reserve the right to amend this definition as necessary.

71. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the employees described above are “similarly situated” to Plaintiffs under 29 U.S.C. § 216(b). The collective of employees on behalf of whom Plaintiffs bring this

collective action are similarly situated because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan; and (c) their claims are based upon the same factual and legal theories.

72. The employment relationships between Defendant and every Collective member are the same and differ only by name, location, and rate of pay.

73. The key legal issues are the same for every Collective member, to wit:

- a. Whether Defendant's Customer Support Services Representatives' primary duties fall within any of the FLSA's exemptions to overtime pay;
- b. Whether Defendant's Customer Support Services Representatives worked over forty (40) hours per week and whether Defendant knew of such work;
- c. Whether Defendant misclassification of its Customer Support Services Representatives was a willful violation of the FLSA and/or whether Defendant relied in good faith upon any provision of the FLSA or interpretation thereof;

74. The precise number and identities of Collective members should be readily available from a review of Defendant's personnel and payroll records.

COUNT I

FIRST CLAIM FOR RELIEF **(Individual Claim for Violation of the FLSA)**

75. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint inclusive, as if fully set forth herein.

76. Plaintiffs were required by Defendant and regularly worked over forty (40) hours a week.

77. Defendant failed to pay overtime compensation at time and a half (1.5) of Plaintiffs' regular rate of pay for hours in a workweek in excess of forty (40).

78. Defendant's conduct and practices, described herein, was/is willful, intentional,

unreasonable, arbitrary, and in bad faith.

79. Because Defendant willfully violated the FLSA a three (3) year statute of limitations applies to such violation, pursuant to 29 U.S.C. § 255, in addition to the two-hundred and twenty-six (226) days of tolling pursuant to Plaintiffs' agreement with Defendant.

80. As a result of the foregoing, Plaintiffs were illegally denied proper compensation and overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of total unpaid amounts, liquidated damages, costs, reasonable attorney's fees, and other compensation pursuant to 29 U.S.C. § 216(b).

COUNT II

SECOND CLAIM FOR RELIEF **(Collective Action Claims for Violations of the FLSA)**

81. Plaintiffs repeat and reallege all the preceding paragraphs of this Complaint, as if fully set forth herein.

82. Defendant required Customer Support Services Representatives including Plaintiffs to work hours in excess of forty (40) per week.

83. Defendant failed to pay Customer Support Services Representatives including Plaintiffs overtime compensation at a rate not less than one and one-half (1.5) times their regular rate of pay for hours in a workweek in excess of forty (40).

84. Defendant's uniform policy and practice, as described above, was/is willful, intentional, unreasonable, arbitrary, and in bad faith.

85. Because Defendant willfully violated the FLSA, as aforesaid, a three (3) year statute of limitations shall apply to such violation, pursuant to 29 U.S.C. § 255.

86. As a result of Defendant's foregoing violations, Customer Support Services

Representatives including Plaintiffs were illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, costs, reasonable attorney's fees, and other compensation pursuant to 29 U.S.C. § 216(b).

RELIEF REQUESTED

WHEREFORE, Plaintiffs respectfully request that this Court grant the following relief:

- a. A declaratory judgment that Defendant's wage practices alleged herein violate the FLSA, 29 U.S.C. §§ 201, *et seq.*, and attendant regulations at 29 C.F.R. §§ 516, *et seq.*;
- b. An order for injunctive relief ordering Defendant to end all of the illegal wage practices alleged herein pursuant to the FLSA and related laws and regulations;
- c. An order directing Defendant, at its own expense, to investigate and account for the number of overtime hours actually worked by Plaintiffs and all similarly situated Collective members;
- d. Judgment for damages for all unpaid overtime compensation under the FLSA, 29 U.S.C. §§ 201, *et seq.*, and attendant regulations at 29 C.F.R. §§ 516, *et seq.*;
- e. Judgment for liquidated damages pursuant to the FLSA, 29 U.S.C. §§ 201, *et seq.*, and attendant regulations at 29 C.F.R. §§ 516, *et seq.*, in an amount equal to all unpaid overtime compensation owed to Plaintiffs and all similarly situated Collective members during the applicable statutory period;
- f. An order directing Defendant to pay Plaintiffs' reasonable attorney's fees and all costs connected with their action;
- g. An incentive award for the Plaintiffs pursuant to the FLSA;
- h. Such other and further relief as to this Court may deem necessary, just, and proper.

JURY DEMAND

Plaintiffs, Mary Chachas and Angela Mosley, individually and on behalf of all others similarly situated, by and through their attorneys, hereby demand a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled cause.

Dated: September 8, 2017

By: /s Roger W. Orlando
Roger W. Orlando (GA Bar ID: 554295)
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Lead Counsel for Plaintiffs

CIVIL COVER SHEET

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)

I. (a) PLAINTIFF(S)

MARY CHACHAS AND ANGELA MOSLEY

DEFENDANT(S)

CENTRICSIT, LLC

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

Gwinnett County (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Roger W. Orlando (GA Bar ID: 554295) THE ORLANDO FIRM, P.C. 315 West Ponce de Leon Avenue, Suite 400 Decatur, GA 30030 (404) 373-1800 (office), roger@OrlandoFirm.com

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF, 2 U.S. GOVERNMENT DEFENDANT, 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY), 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF 1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE 2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE 3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

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)

Failure to pay overtime compensation

(IF COMPLEX, CHECK REASON BELOW)

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

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP) JUDGE MAG. JUDGE (Referral) 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
- 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 EML. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID 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 CORRUPT 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 ANTI-TRUST
- 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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

-----X
MARY CHACHAS and ANGELA MOSLEY, Individually and on
Behalf of
All Others Similarly
Situated,

Plaintiffs,

v.

CENTRICSIT, LLC,

Defendant.
-----X

CONSENT TO SUE

I hereby consent to be a Plaintiff in the Fair Labor Standards Act case captioned above. I hereby consent to the bringing of any claims I may have under the Fair Labor Standards Act (for unpaid minimum wages, overtime, liquidated damages, attorney's fees, costs and other relief) and applicable state wage and hour law against the Defendant(s). I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by JTB Law Group LLC, and to be bound by any settlement of this action or adjudication by the Court.

Name: Angela Mosley

Address: 1042 Jordan Road, Dacula, GA 30019

Signature: Angela Mosley

Dated: 09/06/2017

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

-----X
MARY CHACHAS and ANGELA MOSLEY, Individually and on
Behalf of
All Others Similarly
Situated,
Plaintiffs,

v.

CENTRICSIT, LLC,

Defendant.
-----X

CONSENT TO SUE

I hereby consent to be a Plaintiff in the Fair Labor Standards Act case captioned above. I hereby consent to the bringing of any claims I may have under the Fair Labor Standards Act (for unpaid minimum wages, overtime, liquidated damages, attorney's fees, costs and other relief) and applicable state wage and hour law against the Defendant(s). I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by JTB Law Group LLC, and to be bound by any settlement of this action or adjudication by the Court.

Name: Mary Chachas

Address: 400 Abbotts Mill Drive, Duluth, GA 30097

Signature: Mary Chachas

Dated: 09/07/2017

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [CentricsIT Faces Former Employees' Unpaid OT Claims](#)
