

JURISDICTION

2. This action arises under the FLSA, 29 U.S.C. § 201, *et seq.* This Court has jurisdiction over claims filed under the FLSA pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

VENUE

3. The venue of this Court over this controversy is proper based upon 28 U.S.C. § 1391(b)(2) as a substantial part of the events or omissions occurred within this venue.

THE PARTIES

4. Plaintiff was, at all times relevant hereto, an “employee” of the Defendant as that term is defined by 29 U.S.C. § 203(e).

5. The Defendant was, at all times relevant hereto, Plaintiff’s “employer” as that term is defined by 29 U.S.C. § 203(d).

6. Plaintiff was, at all times relevant to the violations of the FLSA, through the performance of his job duties, engaged in commerce as defined by 29 U.S.C. § 203(b).

7. Defendant is and was, at all times relevant hereto, an enterprise engaged in commerce or in the production of goods for commerce as defined by 29 U.S.C. § 203(s)(1).

8. Upon information and belief, Defendant, at all times material hereto, had annual gross sales or business of no less than \$500,000.00 and was engaged in interstate commerce or in the production of goods for interstate commerce as defined in §§ 3(r) and 3(s) of the FLSA, 29 U.S.C. § 203(r) and § 203(s).

9. Plaintiff has retained the law firm of Wilson McCoy, P.A. to represent him in this matter and has agreed to pay said firm a reasonable attorneys’ fee for its services.

FACTUAL ALLEGATIONS

10. This action arises from an ongoing willful misclassification of the Plaintiff's position of a Senior Business Leader as exempt from the overtime requirements of the FLSA and Defendant's deliberate actions to not pay Plaintiff overtime wages.

11. Under the provisions of the Fair Labor Standards Act ("FLSA"), employees are required to receive overtime wages at a rate of one and one-half times their regular hourly rate for hours they work in excess of forty during any particular workweek unless they qualify for an FLSA exemption.

12. Plaintiff began working for Defendant on February 1, 2011.

13. Plaintiff was initially hired by Defendant as a Business Leader in the sales division.

14. Defendant provides audience development, membership rewards programs, fundraising materials, merchant eSignage, and branded or unbranded coupon books to its customers.

15. Plaintiff was later promoted to a Senior Business Leader in the sales division. At all times material to this Complaint, Plaintiff served as a Senior Business Leader for Defendant.

16. While working as a Senior Business Leader, Plaintiff's primary job duty was to make sales to new and existing customers on behalf of Defendant from his home office.

17. At all times material hereto, Plaintiff was paid by Defendant in the form of salary plus commissions.

18. In 2015, Plaintiff was paid an annual base salary of \$110,000.00 per year.

19. In 2015, Plaintiff was paid commissions totaling \$36,343.20.

20. In 2015, Plaintiff was paid total wages of \$146,343.20.

21. In 2016, Plaintiff was paid an annual base salary of \$110,000.00 per year.
22. In 2016, Plaintiff was paid commissions totaling \$73,654.00.
23. In 2016, Plaintiff was paid total wages of \$183,654.00.
24. In 2017, Plaintiff was paid an annual base salary of \$110,000.00 per year.
25. In 2017, Plaintiff was paid commissions totaling \$92,584.00.
26. In 2017, Plaintiff was paid total wages of \$202,584.00.
27. Plaintiff's salary remained consistent week to week throughout his employment, regardless of hours worked.
28. Plaintiff worked remotely from his home office located at 3585 Fodder Dr. Rockledge, Florida 32955.
29. Plaintiff routinely worked 7:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday in his home office for Defendant.
30. Plaintiff was responsible for selling to and servicing customers in all four time zones in the continental United States.
31. Plaintiff routinely worked an average of 11 hours per weekday to provide service through the Pacific coast states.
32. Plaintiff also worked outside the hours of 7:00 a.m. to 8:00 p.m Eastern Standard Time when customer inquiry arose at night or on the weekends.
33. Plaintiff routinely worked approximately 55 hours each week.
34. Plaintiff routinely worked approximately 15 hours per week in overtime.
35. In addition to the 55 hours worked each week, during the infrequent weeks in which Plaintiff was required to travel, Plaintiff typically worked an additional 5 hours while traveling and at the airport.

36. Plaintiff's direct supervisor and management were aware of Plaintiff working over 40 hours every week.

37. Plaintiff's direct supervisor and management were aware of Plaintiff working in the evenings and on weekends.

38. Since the inception of his employment with Defendant through the date of filing this complaint, Plaintiff was never compensated one and one-half times his regular rate of pay for hours worked above 40 in a work week.

39. Plaintiff's hours may be evidenced, in part, by using his computer log in records, phone records, emails, documentation showing Plaintiff's presence at customer locations, events, and conference calls.

40. Plaintiff is currently employed by Defendant.

41. While working as a Senior Business Leader, Plaintiff's job duties included web research for industry points of contact including names, phone numbers, or emails.

42. While working as a Senior Business Leader, Plaintiff's job duties included making cold phone calls to potential and current customers.

43. While working as a Senior Business Leader, Plaintiff's job duties included sending emails to potential customers.

44. While working as a Senior Business Leader, Plaintiff's job duties included requesting connections with potential customers via LinkedIn.

45. While working as a Senior Business Leader, Plaintiff's job duties included reviewing the websites of potential customers.

46. While working as a Senior Business Leader, Plaintiff's job duties included researching various trade shows for different industries where a booth may be able to be setup.

47. While working as a Senior Business Leader, Plaintiff's job duties included attending trade shows to hand out information about Defendant and the products which are offered.

48. Plaintiff attend only 2-4 trade shows a year on behalf of Defendant.

49. The average trade show that Plaintiff would attend would last 2 days.

50. Plaintiff would attend after hours parties at trade shows to collect information about other companies.

51. While working as a Senior Business Leader, Plaintiff's job duties included setting up phone call appointments to discuss needs of potential customers.

52. While working as a Senior Business Leader, Plaintiff's job duties included explaining and showing products to potential customers through webinars and phone calls.

53. While working as a Senior Business Leader, Plaintiff's job duties included asking questions and filling in statements of work based on customer feedback.

54. While working as a Senior Business Leader, Plaintiff's job duties included submitting statements of work to management for changes and approval.

55. While working as a Senior Business Leader, Plaintiff's job duties included sending statements of work changed and approved by management to customers for their approval.

56. While working as a Senior Business Leader, Plaintiff's job duties included sending customer approved statements of work to the sales support team for fulfillment.

57. While working as a Senior Business Leader, Plaintiff's job duties included sending customer approved statements of work to the accounting team for invoicing.

58. While working as a Senior Business Leader, Plaintiff's job duties included sending customer approved statements of work to the management team.

59. While working as a Senior Business Leader, Plaintiff's job duties included receiving invoice from the accounting team and forwarding it to the customer.

60. While working as a Senior Business Leader, Plaintiff's job duties included relaying wants and needs of customers to the design team.

61. While working as a Senior Business Leader, Plaintiff's job duties included getting a scheduled delivery date of products and informing customer of that date.

62. While working as a Senior Business Leader, Plaintiff's job duties included calling customers to confirm that the items were received on the date they were given.

63. While working as a Senior Business Leader, Plaintiff's job duties included calling customers to ensure that their bill was correct.

64. While working as a Senior Business Leader, Plaintiff's job duties included calling existing customers to determine new goals or objectives of the company.

65. While working as a Senior Business Leader, Plaintiff's job duties included relaying new goals, objectives, or desires of existing customers to the design team.

66. While working as a Senior Business Leader, Plaintiff's job duties included sending proofs and ideas from the design team to the customer for approval.

67. While working as a Senior Business Leader, Plaintiff's job duties included communicating customers approval to the art department.

68. While working as a Senior Business Leader, Plaintiff's job duties included taking calls and emails regarding customer complaints.

69. While working as a Senior Business Leader, Plaintiff's job duties included forwarding all customer complaint calls and email details to the customer service department.

70. While working as a Senior Business Leader, Plaintiff's job duties included following up with the customer service department employee to ensure they got the complaint and were working on it.

71. While working as a Senior Business Leader, Plaintiff's job duties included relaying to the customer the decisions and observations of the customer service department.

72. While working as a Senior Business Leader, Plaintiff's job duties included calling or emailing merchants who customers wanted represented in Defendants suites of programs and offers.

73. While working as a Senior Business Leader, Plaintiff's job duties included making occasional trips to visit members of the Brevard County School Foundation.

74. While working as a Senior Business Leader, Plaintiff's job duties included conducting meetings and luncheons.

75. While working as a Senior Business Leader, Plaintiff's job duties included delivering programs and products to schools for sale by the students.

76. While working as a Senior Business Leader, Plaintiff's job duties included tabulating sales data from schools and picking up unsold books.

77. While working as a Senior Business Leader, Plaintiff's job duties included tracking leads and contracts for customers.

78. While working as a Senior Business Leader, Plaintiff's job duties included attending weekly conference calls with Plaintiff's direct supervisors.

79. While working as a Senior Business Leader, Plaintiff's job duties included filling in sales data and submitting it to Defendant.

80. While working as a Senior Business Leader, Plaintiff's job duties included weekly calls with supervisors' assistants in anticipation of weekly conference call.

81. While working as a Senior Business Leader, Plaintiff's job duties included emailing provided work product samples to prospective customers.

82. While working as a Senior Business Leader, Plaintiff's job duties included attending training sessions on Defendants new offerings and procedures.

83. Plaintiff followed Defendant's guidelines and supervision when fulfilling his job duties.

84. During his employment with Defendant, Plaintiff was fulfilling non-exempt work.

85. Plaintiff received a salary for the non-exempt work performed for Defendant.

86. Defendant did not record or otherwise maintain records of the hours Plaintiff worked each day or each workweek on its behalf.

87. Defendant did not require Plaintiff to maintain or submit hourly or weekly timekeeping reports.

88. Plaintiff adhered to and followed contracts that were negotiated by customers and defendants.

89. Plaintiff was required to follow all company procedures and policies without any deviation.

90. If Plaintiff was to deviate from any procedures or contracts, he was required to first receive approval from Defendant and customers.

91. Plaintiff was required to seek approval from Defendant and supervisors for any decision he would make that might affect the company or contracts.

92. Defendant knowingly and willfully violated the overtime provisions of the FLSA by misclassifying the position Plaintiff held, Senior Business Leader, with Defendant, as exempt from the overtime provisions of the FLSA.

93. Based on his duties, Plaintiff's position did not qualify for any of the overtime exemptions to the FLSA.

94. During Plaintiff's employment with Defendant, the Plaintiff's duties did not qualify for the administrative exemption under the FLSA.

95. Plaintiff was not exempt under the administrative exemption.

96. Plaintiff applied well-established techniques, procedures or specific standards described in manuals or other sources and did not exercise discretion nor use independent judgment with respect to matters of significance.

97. Plaintiff's primary duties included following the direct procedures of Defendant and supervisors when fulfilling his job duties.

98. Plaintiff did not exercise discretion and independence in matters of significance.

99. Plaintiff did not have authority to, nor did he formulate, affect, interpret, or implement management policies or operating practices of Defendant.

100. Plaintiff did not have authority to, nor did he perform, work which substantially effects Defendant's operations.

101. Plaintiff did not have authority to commit the employer in matters that have significant financial impact.

102. Plaintiff did not have the authority to waive or deviate from established policies and procedures without prior approval.

103. Plaintiff did not have authority to negotiate and bind the company on significant matters.

104. Plaintiff did not have the ability or responsibility to provide consultation or expert advice to management.

105. Plaintiff did not have the ability or responsibility to investigate and resolve matters of significance on behalf of management.

106. Plaintiff did not have the authority to represent the company in handling complaints, arbitrating disputes, and resolving grievances.

107. Plaintiff did not perform any quality control, nor did he work or develop any performance or procedural policies of Defendant.

108. Plaintiff performed work as the medium between the customer and the design and customer service team.

109. Plaintiff never implemented management policies, never carried out major assignments, and never negotiate on behalf of the associations on significant matters.

110. During Plaintiff's employment with Defendant, the Plaintiff's duties as a Senior Business Leader did not qualify for the executive exemption under the FLSA.

111. Plaintiff was not exempt as an executive because he did not supervise the equivalent of at least two or more full time employees as part of his duties.

112. Plaintiff did not manage employees for Defendant.

113. Plaintiff did not set or adjust the rates of pay and hours of work for Defendant's employees.

114. Plaintiff did not direct the work of at least two or more other full-time employees on a more than occasional but less than constant basis for Defendant.

115. Plaintiff did not have the authority to hire or fire employees from Defendant.

116. Plaintiff did not manage the enterprise or manage a customarily recognized department or subdivision of the enterprise.

117. During Plaintiff's employment with Defendant, Plaintiff's duties as a Senior Business Leader did not qualify for the outside sales exemption under the FLSA.

118. Plaintiff was not customarily and regularly engaged away from the employer's place of business in performing his primary duties.

119. Plaintiff worked from his own home office.

120. Plaintiff's home office was his primary place of business.

121. Plaintiff's home office is an extension of Defendants business and is considered Defendants place of business.

122. Plaintiff only met the salary requirement for the professional exemption.

123. Apart from salary, Plaintiff did not meet any other requirement for the professional exemption.

124. Plaintiff only met the salary requirement for the executive exemption.

125. Apart from salary, Plaintiff did not meet any other requirement for the executive exemption.

126. Plaintiff only met the salary requirement for the administrative exemption.

127. Apart from salary, Plaintiff did not meet any other requirement for the administrative exemption.

128. During his employment with Defendant as a Senior Business Leader, Plaintiff routinely worked workweeks in excess of forty (40) hours in a week.

129. Defendant never paid Plaintiff overtime wages for any hours Plaintiff worked in excess of forty (40) in a workweek.

130. Upon information and belief, Defendant willfully and illegally classified Plaintiff as exempt from the overtime wage provisions of the FLSA.

131. The job duties performed by Plaintiff as Senior Business Leader are such that according to the provisions of the FLSA and the Code of Federal Regulations (“CFR”), Plaintiff should have rightly been classified as a non-exempt employee and eligible for overtime wages.

132. Defendant employs human resources personnel and legal counsel to ensure compliance with all applicable state and federal statutes, including the FLSA provision regarding payment of overtime wages.

133. Defendant knows or should have known that its former and current policies regarding payment of overtime wages as described herein violate the FLSA as they pertained to Plaintiff.

134. As an employer, Defendant is responsible for the unlawful conduct and policies described herein related to the failure to comply with the provisions of the FLSA as applied to Plaintiff during the time he served as Senior Business Leader.

135. Defendant did not seek or rely upon the advice of a Department of Labor opinion letter with respect to Plaintiff’s classification as an exempt employee.

136. As a result of the actions of Defendant in not paying legally required overtime wages to Plaintiff, Plaintiff has suffered economic damages.

137. The actions of Defendant in deliberately failing to pay Plaintiff overtime wages were done for the purpose of enriching and benefitting Defendant.

138. Defendant knew or should have known that Plaintiff was working more than 40 hours per week.

139. Plaintiff put Defendant on notice of his misclassification by way of email dated July 24, 2018 (the "Notice of FLSA Misclassification"). A copy of Plaintiff's email dated July 24, 2018 to Defendant is attached hereto as **Exhibit "A"**.

140. After receiving the Notice of FLSA Misclassification, Defendant changed the commission structure of Plaintiff. A copy of Plaintiff's new commission structure is attached here to as **Exhibit "B"**.

141. Prior to providing Defendant with the Notice of FLSA Misclassification, Plaintiff was eligible for commission when he met the base goal of four times his salary in sales.

142. After the providing Defendant with the Notice of FLSA Misclassification, Plaintiff is now required to meet his year-end total sales as a base goal for commission eligibility.

143. Plaintiff was the only sales employee in the past year to substantially exceed his base commission goal.

144. Defendant changed sales commission compensation plans to require employees to, in addition to the base commission goal, meet the previous year's gross sales amount before commissions will be paid out.

145. Plaintiff is the only employee that this change has a substantial negative impact on.

146. Upon belief and understanding, Plaintiff is one of two sales associates to exceed his sales requirement of 4x his salary.

147. Upon belief and understanding, of those two employees who exceeded 4x their salary requirement, Plaintiff was the only associate to substantially exceed the goal, requiring that he gross nearly 1/3 more in sales than any other associate to be given any commission compensation at all.

148. In the 3 years prior to issuing the Notice of FLSA Misclassification, Plaintiff has not had his commission compensation plan changed before the end of the plans term by Defendant. (**Exhibit “C”**)

149. By issuing the Notice of FLSA Misclassification to Defendant, Plaintiff engaged in protected activity under the FLSA.

150. But-for Plaintiff’s Notice of FLSA Misclassification, Defendant would not have changed Plaintiff’s commission compensation plan.

151. Defendant’s change of Plaintiff’s compensation plan was in retaliation for Plaintiff engaging in protected activity under the FLSA.

152. Defendant’s change of all sales associates plans was pretextual as Plaintiff was the only one substantially effected.

153. In October of 2018, Defendant again changed the job requirements of Plaintiff by requiring that he produce 50 leads per week, up from 20 per week.

154. Plaintiff previously met the 20 leads per week goal.

155. Defendant knows or has reason to know that an increase in the amount of weekly leads will affect the time Plaintiff can give to each customer.

156. Defendant knows or has reason to know that a decrease customer contact time will decrease sales potential.

157. Defendant knows or has reason to know that a decrease in sales potential will lead to a decrease in commissions.

158. But-for Plaintiff's Notice of FLSA Misclassification, Defendant would not have changed Plaintiff's lead requirements.

159. Defendant's change of Plaintiff's lead requirements was in retaliation for Plaintiff engaging in protected activity under the FLSA.

160. Plaintiff has been or will be harmed as a result of the retaliation by Defendant.

161. Plaintiff has had to retain the services of Wilson McCoy P.A. and is required to pay its reasonable attorney fees.

COUNT I
VIOLATION OF THE OVERTIME PROVISIONS OF
THE FAIR LABOR STANDARDS ACT

162. Plaintiff re-alleges and incorporates herein the allegations contained in paragraphs 1 through 161, above.

163. Plaintiff, as Defendant's employee, was entitled to be paid at the statutory rate of one and one-half times Plaintiff's regular rate of pay for those hours worked in excess of forty (40) hours.

164. Specifically, Plaintiff worked numerous weeks in excess of forty (40) hours a week, yet he was not compensated for any hours worked in excess of forty (40) at a rate not less than one and one-half times the regular rate at which he is/was employed.

165. Throughout the employment of Plaintiff, the Defendant has repeatedly and willfully violated Section 7 and Section 15 of the FLSA by failing to compensate Plaintiff at a

rate not less than one and one-half times the regular rate at which he is/was employed for workweeks longer than forty (40) hours.

166. At all times material hereto, Defendant failed to maintain proper/accurate time records as mandated by the FLSA.

167. Defendant knew or should have known that Plaintiff was working more than 40 hours each week.

168. As a result of Defendant's intentional, willful, and unlawful acts in refusing to pay Plaintiff time and one half his regular rate of pay for each hour worked in excess of forty (40) hours per week in one or more work weeks, Plaintiff has suffered damages and is incurring reasonable attorneys' fees and costs.

169. Defendant's conduct was in reckless disregard of the overtime requirements of the FLSA.

170. Defendant willfully violated the FLSA.

171. Plaintiff is entitled his unpaid overtime and an equal amount as liquidated damages.

WHEREFORE, Plaintiff demands a judgment against Defendant for unpaid overtime wages found to be due and owing; an additional amount equal to the unpaid overtime wages found to be due and owing as liquidated damages; prejudgment interest in the event liquidated damages are not awarded; a reasonable attorney's fee and costs; and such other relief as this Court deems just and equitable.

COUNT II
COLLECTIVE ACTION, VIOLATION OF OVERTIME
PROVISIONS OF THE FAIR LABOR STANDARDS ACT

172. Plaintiff re-alleges and incorporates herein the allegations contained in paragraphs 1 through 161, above.

173. At all times material, Defendant employed other non-exempt Business Leaders and Sales Associates that performed the same job duties as Plaintiff.

174. These other Business Leaders and Sales Associates also worked for Defendant and worked a substantial number of hours in excess of forty (40) per week. For all intents and purposes, the other Business Leaders and Sales Associates were similarly situated to Plaintiff.

175. Defendant knew or should have known that similarly situated individuals were working in excess of 40 hours each week.

176. Defendant failed to pay individuals similarly situated to Plaintiff one and one-half times their regular hourly rate, for all hours worked in excess of forty (40) in each week, in violation of the Fair Labor Standards Act.

177. Defendant's failure to pay such similarly situated individuals the required overtime rate was in reckless disregard of the Fair Labor Standards Act.

178. As a direct and legal consequence of Defendant's unlawful acts, individuals similarly situated to Plaintiff have suffered damages and have incurred, or will incur, costs and attorneys' fees in the prosecution of this matter.

WHEREFORE, Plaintiff demands that similarly situated employees have judgment entered against Defendant for the payment of all overtime hours at one and one-half the regular rate of pay for the hours worked over forty for which Defendant did not properly compensate them, liquidated damages, reasonable attorneys' fees and costs incurred in this action, and all further relief that this court deems to be just and appropriate.

COUNT III
RETALIATION UNDER THE FAIR LABOR STANDARDS ACT

179. Plaintiff re-alleges and incorporates herein the allegations contained in paragraphs 1 through 161, above.

180. Plaintiff sent Notice of FLSA Misclassification to Defendant on July 24, 2018.
(Exhibit “A”)

181. The Notice of FLSA Misclassification constituted protected activity pursuant to 29 U.S.C. § 215(a)(3).

182. After engaging in protected activity, Plaintiff had his commission compensation plan changed twice.

183. Upon belief and understanding, after the second change, Plaintiff is now required to meet a gross sales minimum for compensation which is approximately \$200,000 more than the next similarly situated sales associate.

184. Both commission plan changes occurred within four months of Plaintiff's protected activity.

185. Defendant changed the commission plan in retaliation of Plaintiff's protected activity.

186. Defendant increased the weekly lead requirements of Plaintiff by over 100%.

187. Defendant increased the weekly lead requirements with knowledge that it would lower Plaintiff's potential to make sales.

188. Defendant has raised Plaintiff's sales requirement to make commissions while increasing the number of leads generated weekly to decrease Plaintiff's sales potential.

189. As a direct and legal consequence of Defendant's unlawful acts, Plaintiff has incurred, or will incur, damages in the form of decreased yearly commissions.

190. As a direct and legal consequence of Defendant's unlawful acts, Plaintiff has incurred, or will incur, costs and attorneys' fees in the prosecution of this matter.

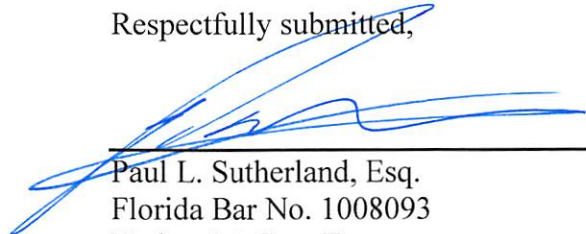
WHEREFORE, Plaintiff demands a judgment against Defendant for compensatory damages; an additional amount found to be due and owing as liquidated damages; prejudgment interest in the event liquidated damages are not awarded; a reasonable attorney's fee and costs; and such other relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED this 16th day of November, 2018.

Respectfully submitted,



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Jul 24 (2
days ago)

to Ray, Luke, bcc: Rick, bcc: etrt9wt

Gentlemen:

Good afternoon. I know we are scheduled to discuss my compensation plan for the 2018-2019 plan year tomorrow. As you are aware, I am presently not in agreement with the proposed terms, and I was hoping to hear from you before the call. In the event I do not, I remain hopeful that we can come to mutually agreeable terms.

As you know, I have worked a lot of hours in my home office on the company's behalf, established customer relationships, and produced a substantial amount of revenue for the company in my years here. I am not looking to be paid for work I haven't done, but I do think I should be justly compensated for work performed. On that note, since our last communications, I have had time to think and reviewed resources on compensation. Based upon the work I've performed, I think my position is an inside sales position not an outside sales position. If the proposed pay plan is forced upon myself and others, this should certainly be taken into consideration, and we should be compensated for the overtime hours worked to produce new commissionable accounts.

Lastly, I wanted to put you on notice of something which may require me to miss some work in the near future. I am scheduled for a biopsy on August 7, 2018. While I won't go into all of the details, I may need an accommodation (time off) for treatment of my condition. I'll know more soon and will keep you posted. I thank you in advance for your consideration.

Regards,

Rick

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**Compensation Plan for Rick Dexheimer
 July 1, 2016 - June 30, 2017**

Salary: \$110,000 base salary paid in equal bi-weekly installments.

Commission: Once the employee has achieved a certain amount of Eligible Revenue Collected (as set by management), he is eligible to earn commission at a rate of 25% less a Corporate Allocation Rate of 18%. Expectations of Eligible Revenue Collected and the commission formula are outlined below:

Commission Formula (Effective July 1, 2016 - June 30, 2017):

Base Pay (\$110,000) x 4 = Minimum Expected Eligible Revenue (\$440,000)
 Revenue Collected – Minimum Expected Eligible Revenue (\$440,000) = Commissionable Revenue
 Commissionable Revenue x Commission Rate (25%) x (1 -Corporate Allocation Rate (18%)) = Earned Commission

Eligible Revenue Collected is defined as Revenue Deal approved by Company and may differ from the Actual Revenue Collected. Revenues Collected is defined as any revenue collected by SaveAround from the result of paid signed Custom and/or Fundraising Sales. All agreements with Custom and Fundraising must be signed off and approved by Manager. The Corporate Allocation Rate is defined as the % cost assigned to the business unit that covers overhead. It is set at 18% of revenue collected. The Corporate Allocation Rate is not deducted within the Minimum Expected Eligible Revenue. Company has the right to apply additional costs to the sale if incremental expenses exists (e.g., incremental resources to manage project, technology investments, etc.). Items such as COGS (e.g., printing, manufacturing, paper, merchant acquisition, standard perks setup) will not be part of calculation. Postage is not considered revenues and not part of any calculation.

Commission is considered earned once SaveAround, Inc has collected the actual revenue of the sale. Commission will be paid to employees through the Company’s regular bi-weekly payroll run within one month of when it is earned. In the event of a discrepancy or error, any commission owed will be paid through the Company’s regular bi-weekly payroll run within one month of when the discrepancy or error is found.

Additionally, the following SaveAround Contract Value Sheet Table will provide the dollars earned for merchant signing. These dollars will be applied towards the commission calculation (either towards Minimum Expected Eligible Revenue threshold or post)

SaveAround Contract Value Sheet Table							
Non Revenue Book Merchants (including Printable, Mobile, Ecom) no insertion and no back end revenue							
Merchant Type	Locations						
	<5	6-10	11-25	26-50	51-100	100-500	500+
Food	\$400	\$600	\$1,500	\$2,500	\$3,000	\$3,500	\$4,000
Supermarket	\$400	\$600	\$1,500	\$2,500	\$3,000	\$3,500	\$4,000
Rec/Ent	\$300	\$500	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000
Travel	\$300	\$500	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000
Retail	\$300	\$500	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000

Non Revenue - Non Book Digital Merchants (Printable, Mobile, Ecom)							
	Locations						
	Merchant Type	<5	6-10	11-25	26-50	51-100	100-500
Food	\$150	\$250	\$500	\$750	\$1,000	\$1,500	\$1,800
Supermarket	\$150	\$250	\$500	\$750	\$1,000	\$1,500	\$1,800
Rec/Srv	\$100	\$200	\$375	\$500	\$750	\$1,000	\$1,200
Travel	\$100	\$200	\$375	\$500	\$750	\$1,000	\$1,200
Retail	\$100	\$200	\$375	\$500	\$750	\$1,000	\$1,200

**Contract Valuse Sheet is subject to change at companies discretion at any time. Merchant agreements that are signed for 1 program, 1 year, or other restrictions are subject to a 50% deduction*

The Sales Representative's Responsibilities include:

- Services existing accounts and establishes new accounts by planning and organizing daily work schedule to call on existing or potential sales outlets
- Responsible for contacting and documenting with 20 new leads per week
- Adjusts content of sales presentations by studying the type of sales outlet or trade factor
- Focuses sales efforts by studying existing and potential volume of contacts/industries
- Submits orders by referring to manager, set price lists and product literature
- Keeps management informed by submitting activity on designated systems such as weekly contact reports, weekly work plans, and monthly and annual analyses

Leave of Absence and Termination Procedures:

In order to receive a commission payment, the sales representative must not be an inactive* employee of the company at the time the commission is earned.

*An "inactive" employee is an individual employed with the company but on a leave of absence for longer than 12 consecutive weeks. This leave may be designated as disability, workers' compensation, or any other unpaid leave of absence.

Re-Assignment of Work: The Company will make an effort not to re-assign an employee's work within the first 12 weeks of absence (until the employee is considered inactive*). However, out of business necessity, including business volume, an employee's work may be re-assigned to a different employee prior to this time period in order for the Company to avoid a loss of business. This will occur at manager's discretion.

Expenses (if applicable): Employees become ineligible for business expense reimbursements while inactive*. The company will reimburse employees for any business-related expenses (in accordance with the Expense Reimbursement Policy) that occurred prior to the employee taking leave.

Benefits (if applicable): The Company will continue employees' health insurance and/or Aflac Supplemental Insurance for employees taking leave covered under the Family and Medical Leave Act, as long as regular payments (as agreed upon between the employee and the Company) are made to the Company for such coverage. If FMLA leave has been exhausted by an employee or if



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an employee takes unpaid leave for any other reason, it will be at the Company's discretion whether health insurance coverage and/or Aflac Supplemental Insurance coverage is continued while the employee is on leave.

Paid Time-Off (PTO): PTO will not accrue while an employee has taken an unpaid leave of absence.

Upon termination, either voluntary or involuntary, the Company will pay an employee for any wages earned and any commissions and/or bonuses on eligible amounts collected from clients through his or her termination date. The commission will be paid through the regular payroll system within two weeks of the termination date.

The compensation terms and agreement may renew annually though all future terms and conditions are subject to change at Company's sole discretion with notice to the employee.

Employee Acknowledgement:

I, Rick Dexheimer, acknowledge and understand the information contained above in the *Compensation Plan*. I also understand that I am an employee at-will, meaning either I or the company may terminate this relationship at any time, with or without cause or notice.



(Employee Signature)

7-14-16

(Date)



Compensation Plan for: Rick Dexheimer

Term: July 01, 2018 thru June 30, 2019

Salary Base: \$110,000 annual base salary, paid in accordance with company's existing or future payroll schedule

Base Coverage Multiple: 4 times Salary Base

Base Coverage Total ("BCT") Requirement: \$440,000

Previous Year Collected Revenue Required ("PYCR"): \$639,000 638,595.75 (Rmd)

Commission Rate*: 20% for all collected revenues above BCT, once and only if, PYCR is exceeded. If and when PYCR is exceeded during the Term, commission payments will be made within 30 days. Should employment cease prior to the fiscal year concluding, the company has no liability for commissions unless the PYCR was reached by the date of separation.

*Commission is considered earned once the Company has collected the actual revenue of the sale and the PYCR has been exceeded. Commission will be paid to employees through the Company's regular biweekly payroll within one month of being earned. In the event of a discrepancy or error, any commission owed will be paid through the Company's regular biweekly payroll within one month of when the discrepancy or error is found.

Term Accelerator Bonus ("TAB"): TAB will be paid for new annual multi-year contracts that represent a minimum annual contracted revenue of \$40,000 and are preapproved by the Company. TAB is paid within 30 days of first payment received by Company for preapproved contracts as follows:

- 2 year term - \$2,500
- 3 year term - \$5,000
- 4 or more year term - \$7,500

TAB plan is separate and apart from the Commission Rate noted above and will be calculated and paid independently.

Variable Commission Opportunity: From time-to-time, Company may require commissionable work within its fundraising and merchant signing divisions. Commission rates will be issued based on project assignment. All dollars earned from



fundraising and merchant signing will be applied towards towards the PYCR requirement calculation.

Cost of Goods and Deliverables:

Company has the right to apply costs to the sale if any incremental expenses exists (e.g., incremental resources to acquire merchants, manage project(s), technology investments/enhancements, 3rd party licenses, hosting, etc.), items such as standard COGS (e.g., printing, manufacturing, paper, existing merchant content, standard perks setup) will not be part of calculation. Postage, shipping & handling is not considered revenues and not part of any calculation.

All Client Agreements, Contracts and/or Statements of Work must be approved and signed by your Manager or a member of the Senior Management team.

The sales representative responsibilities include:

- Provision of services to existing accounts and securing new accounts by planning and organizing daily work schedule to call on existing or potential sales outlets
- Fully knowledgeable on all products and services offered by Company
- Adjust content of sales presentations by studying the type of sales
- Proficient with developing proposals and financial models in Google Suite, including Slides, Sheets, and Docs; or MS Office
- Focused sales efforts by studying existing and potential opportunities
- Submit Statements of Work and Agreements requests to manager, who will approve pricing and the product/service offering prior to presentation to Client.
- Responsible for documenting 20 new leads per week, minimum, through Company's CRM platform or other designated reporting method.
- Keep management informed by submitting activity on designated systems such as weekly contact reports, weekly work plans, and monthly and annual analysis.

Leave of Absence and Termination Procedures:

In order to receive a commission payment, the sales representative must be an active* employee of the company at the time the commission earned.

*An "inactive" employee is an individual employed with the company but on a leave of absence for longer than 12 consecutive weeks. This leave may be designated as disability, workers' compensation, or an other unpaid leave of absence.

Reassignment of work: The Company will make an effort not to reassign an employee's work within the first 12 weeks of absence (until the employee is considered active*).



However, out of business necessity, including business volume, an employee's work may be reassigned to a different employee prior to this time in order for the Company to avoid a loss of business. This will occur at manager's discretion.

Expenses (if applicable): Inactive* employees are not eligible business expense reimbursements. The Company will reimburse employees for preapproved business-related expenses (in accordance with the Expense Reimbursement Policy) that occurred prior to the employee taking leave.

Benefits (if applicable): The Company will continue employee's health insurance and/or AFLAC Supplemental Insurance for employees taking leave covered under the Family and Medical Leave Act, as long as regular payments (as agreed upon between the employee and the Company) are made to the Company for such coverage. If FMLA leave has been exhausted by an employee or if an employee takes unpaid leave for any other reason, it will be at the Company's discretion whether health insurance coverage and/or AFLAC Supplemental Insurance coverage is continued while the employee is on leave.

Paid Time-Off, PTO will not accrue while an employee has taken unpaid leave of absence.

The compensation terms and agreement may renew annually though all future terms and conditions are subject to change at Company's sole discretion and may be changed by Company once notice is given to the Employee.

Upon termination, either voluntary or involuntary, the Company will pay an employee for any wages earned and any commissions and/or bonuses earned and eligible on amounts collected from employee clients through his or her termination date.



Employee Acknowledgement:

I, Rick Dexheimer, acknowledge and understand the information contained above in the Compensation Plan. I also understand that I am an employee at-will, meaning either I or the company may terminate this relationship at any time, with or without cause or notice.

Name Printed: RICHARD M DEXHEIMER Date: 8-1-18

Name Signed:  Date: 8-1-18

New Compensation Plan Overview						
Base	\$110,000					
Threshold (4 multiple)*	\$440,000					
Commission	20%					
Existing Accounts	Apprx. Collected Existing Revenue	Term Accelerator (new annual contracted minimum value > \$40,000)				
Last Year	\$638,590.00	2	\$2,500			
		3	\$5,000			
		4+	\$7,500			
Total Existing Revenue	\$638,590					
		Assumed Total	\$10,000			
		<i>Example: 1 two year deal and 1 three year deal. Accelerator bonus is paid within 30 days of first payment based on approved contract.</i>				
<i>* In order to receive commission, sales reps must exceed last year's collected revenues by \$1 and meet the threshold multiple</i>						
New Sales Scenarios	Apprx Existing Revenue	Total Revenue	Exceed Last Year's Revenues	Commission	Term Bonus	Total Comp
\$25,000	\$638,590	\$663,590	Yes	\$44,718	\$10,000	\$164,718
\$75,000	\$638,590	\$713,590	Yes	\$54,718	\$10,000	\$174,718
\$125,000	\$638,590	\$763,590	Yes	\$64,718	\$10,000	\$184,718
\$175,000	\$638,590	\$813,590	Yes	\$74,718	\$10,000	\$194,718
\$225,000	\$638,590	\$863,590	Yes	\$84,718	\$10,000	\$204,718
\$275,000	\$638,590	\$913,590	Yes	\$94,718	\$10,000	\$214,718
\$325,000	\$638,590	\$963,590	Yes	\$104,718	\$10,000	\$224,718
\$375,000	\$638,590	\$1,013,590	Yes	\$114,718	\$10,000	\$234,718
\$425,000	\$638,590	\$1,063,590	Yes	\$124,718	\$10,000	\$244,718
\$475,000	\$638,590	\$1,113,590	Yes	\$134,718	\$10,000	\$254,718
\$525,000	\$638,590	\$1,163,590	Yes	\$144,718	\$10,000	\$264,718
\$575,000	\$638,590	\$1,213,590	Yes	\$154,718	\$10,000	\$274,718
\$625,000	\$638,590	\$1,263,590	Yes	\$164,718	\$10,000	\$284,718
\$675,000	\$638,590	\$1,313,590	Yes	\$174,718	\$10,000	\$294,718
\$725,000	\$638,590	\$1,363,590	Yes	\$184,718	\$10,000	\$304,718
\$775,000	\$638,590	\$1,413,590	Yes	\$194,718	\$10,000	\$314,718
\$825,000	\$638,590	\$1,463,590	Yes	\$204,718	\$10,000	\$324,718
\$875,000	\$638,590	\$1,513,590	Yes	\$214,718	\$10,000	\$334,718

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 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, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

RICHARD DEXHEIMER

(b) County of Residence of First Listed Plaintiff Brevard County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Nathan A. McCoy, Esq. and Paul L. Sutherland, Esq.
Wilson McCoy P.A.
100 E. Sybelia Ave., Suite 205, Maitland, FL 32751 Tel: 407-803-5400

DEFENDANTS

ENJOY THE CITY NORTH, INC. d/b/a SAVEAROUND

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.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES			
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act			
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609					

V. 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)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 U.S.C. § 201, et seq.

Brief description of cause:

Unpaid Overtime Wages

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 226,734.00

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

11/16/2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

RICHARD DEXHEIMER, on behalf of himself and on behalf of other similarly situated individuals

Plaintiff(s)

v.

ENJOY THE CITY NORTH, INC. d/b/a SAVEAROUND

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

ENJOY THE CITY NORTH, INC. d/b/a SAVEAROUND
30 CHARLES STREET
BINGHAMTON, NY 13905

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

GARY D. WILSON, ESQ.
PAUL L. SUTHERLAND, ESQ.
WILSON MCCOY, P.A.
100 E. SYBELIA AVENUE SUITE 205
MAITLAND, FL 32751

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Save Around Hit with Wage and Hour Lawsuit Over Alleged Employee Misclassification](#)
