

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TIMOTHY HESSEMAN,)
COLTON WILLIAMS, and)
ROBERT VANTASSELL)
individually and on behalf of all other)
similarly situated individuals,)

Plaintiffs,)

v.)

CABLE TELEVISION)
INSTALLATION & SERVICE, LLC,)
CALVIN F. MULLER, JEFFREY D.)
SALTER, MICHAEL A. SOROS)

Defendants.)

Civil Action No. 8:18-cv-01777-T-30-MAP

COMPLAINT

(Jury Trial Demanded)

Plaintiffs Timothy Hesseman, Colton Williams, and Robert Vantassell, both individually and on behalf of all other similarly situated individuals, by way of his Complaint in the above-captioned matter, make the following allegations contained herein:

I. NATURE OF CLAIMS

1. This action is brought individually and as a collective action for unpaid minimum wages, overtime compensation, liquidated damages, and other relief under

TPA051986
\$400.00

the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq. (“FLSA”). The collective action provisions under the FLSA provide for opt-in class participation.

II. PARTIES, JURISDICTION, AND VENUE

2. Plaintiff Timothy Hesseman is a citizen and resident of Grovetown, Georgia, and was employed by Defendants as a cable installation technician in Georgia from 2016 until approximately June 2018.

3. Plaintiff Colton Williams is a citizen and resident of Grovetown, Georgia, and was employed by Defendants as a cable installation technician in Georgia from approximately August 2017 to March 2018.

4. Plaintiff Robert Vantassell is a citizen and resident of Thomson, Georgia, and was employed by Defendants as a cable installation technician in Georgia from approximately June 2017 to December 2017.

5. Defendant Cable Television Installation & Service, LLC (“CTIS”) is a limited liability company with its principal place of business in Tampa, Florida and doing business in numerous locations across the country, including Alabama, Tennessee, Georgia, South Carolina, and Florida. On information and belief, CTIS is an enterprise with over \$500,000 in annual revenues.

6. Defendant Calvin F. Muller is a managing member of CTIS. On

information and belief, he has, at all relevant times, exercised control over the operations of CTIS.

7. Defendant Jeffrey D. Salter is a managing member of CTIS. On information and belief, he has, at all relevant times, exercised control over the operations of CTIS.

8. Defendant Michael A. Soros is a managing member of CTIS. On information and belief, he has, at all relevant times, exercised control over the operations of CTIS.

9. Plaintiffs bring this action individually and as an opt-in, collective action pursuant to 29 U.S.C. § 216(b), on behalf of a class of all employees who worked as cable installation technicians at any of Defendants' locations in the United States at any time within the three years prior to joining this lawsuit.

10. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, as this action is brought under 29 U.S.C. § 216(b).

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant's principal place of business is within this judicial district.

COLLECTIVE ACTION ALLEGATIONS

12. Plaintiffs bring this action on behalf of themselves and all other similarly situated employees of Defendants. Plaintiffs' written consent forms are

attached hereto as Exhibit A.

13. Plaintiffs and those similarly situated were employed by Defendants to perform cable television installation and repair services.

14. Plaintiffs performed their work out of a CTIS warehouse in Augusta, Georgia, where they reported to work each morning.

15. Plaintiffs and those similarly situated were paid a piece rate wage for each job performed.

16. In many weeks, the technicians' total piece rate pay for the week was less than the federal minimum wage for each hour worked in the pay period. For example, during the week ending March 6, 2018, Plaintiff Hesseman worked more than forty hours and was paid only \$203.89 in non-overtime compensation; thus, Defendants failed to pay him the minimum wage of \$7.25 per hour.

17. Plaintiffs and those similarly situated routinely worked six or seven days per week, often over 60 hours per week. For example, Plaintiff Hesseman worked, on average, more than fifty hours per week during July and August of 2017.

18. Technicians received some pay designated as "overtime" wages for their hours worked over forty per week, but this amount was less than the amount owed under the FLSA because it was often based on an hourly rate that was less than the federal minimum wage of \$7.25 per hour. This occurred when Plaintiff

Hesseman worked more than forty hours in the week ending March 6, 2018, and his overtime pay was based on a regular hourly rate that was less than the statutory minimum. There were also instances in which Defendants did not pay Plaintiffs and other technicians their full overtime wages due under the FLSA because they failed to calculate the overtime rate based on the technicians' actual compensation including, specifically, a so-called "production bonus" which was not figured into the overtime rate.

19. In addition, Defendants also maintained a policy of deducting significant amounts from Plaintiffs' and other technicians weekly wages through "backcharges" for damaged or broken equipment, missing tools, and failed quality control audits.

20. These backcharges were labelled as a "loan repay" on the technicians' paystubs, but Plaintiffs and other technicians had not received any "loans" from their employer.

21. In many weeks, these wage deductions brought Plaintiffs' and other technicians' regular hourly rate below the minimum wage of \$7.25 per hour, and brought their overtime wages below the full overtime compensation required by the FLSA (one and one-half times the regular hourly rate, or the minimum wage, for hours over 40 per week).

22. For example, during the week ending August 17, 2017, Defendants deducted \$42.49 from Plaintiff Hesseman's pay through an unauthorized "backcharge," which lowered the amount of his overtime wages below what was due under the FLSA. Plaintiff Williams had hundreds of dollars deducted from his pay over the course of several weeks because a customer stole Defendants' drill that he had used to perform a job at the customer's home, and these deductions reduced his hourly pay and overtime pay below what was owed under the FLSA. In addition, during the week ending April 12, 2018, CTIS deducted \$41.45 from Plaintiff Williams' pay for an unlawful "backcharge," resulting in him earning less than the required \$7.25 minimum wage for each hour worked.

23. Defendants also failed to compensate Plaintiffs and the other technicians for all hours worked. For example, there were times when Plaintiffs and other technicians were assigned to perform jobs out of town, and Defendants did not record all hours that they worked. Defendants also failed to accurately record the times that Plaintiffs and technicians ended their work each day.

24. Specifically, there were many days when Plaintiffs and other technicians were required to return to the CTIS warehouse at the end of their workday after their last job had been "closed out." CTIS's policy was that the technicians' workday ended at the time that their last job was "closed out," and as a

result CTIS failed to record the technicians' time spent working when they travelled to Defendants' warehouse in the evenings and working at the warehouse at the end of the workday.

25. CTIS also had a policy of altering the times that technicians "closed out" their last jobs of the day, which also resulted in under-recording the amount of time worked by Plaintiffs and other technicians each day. By not paying Plaintiffs and other technicians for all time worked, their pay was frequently less than the minimum wage for all hours actually worked in a week, and less than the FLSA required overtime compensation.

COUNT I

(Fair Labor Standards Act—Failure to Pay Minimum Wage) (Individual and Collective Action)

26. Plaintiffs repeat and reallege each and every allegation of Paragraphs 1-15 as if restated herein verbatim.

27. Defendant CTIS is an "employer" for purposes of the Fair Labor Standards Act, 29 U.S.C. § 203(s).

28. Defendants Muller, Salter, and Soros are employers for purposes of the Fair Labor Standards Act, 29 U.S.C. § 203(d).

29. Plaintiffs and the members of the Plaintiff class are covered employees under the FLSA because they were involved in interstate commerce on a regular basis during their employment with Defendants.

30. Plaintiffs and the members of the Plaintiff class were employees of Defendants for purposes of the Fair Labor Standards Act during all times relevant to this Complaint.

31. Defendants failed to pay Plaintiffs and the members of the Plaintiff class an hourly rate of at least the minimum wage of \$7.25 per hour for each and every hour worked, as required by Section 6(a)(1)(C) of the FLSA, 29 U.S.C. § 206(a)(1)(C).

32. The failure of Defendants to compensate Plaintiffs and the members of the Plaintiff class at least minimum wage was knowing, willful, intentional, and done in bad faith. Plaintiffs and the members of the Plaintiff class are also entitled to liquidated damages equal to the amount of unpaid minimum wages due to them under the FLSA, pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b).

33. Plaintiffs and those similarly situated are also entitled to an award of reasonable attorneys' fees and costs incurred in prosecuting this action, pursuant to 29 U.S.C. § 216(b).

COUNT II

**(Fair Labor Standards Act–Failure to Pay Overtime Wages)
(Individual and Collective Action)**

34. Plaintiffs repeat and reallege each and every allegation of Paragraphs 1-23 as if restated herein verbatim.

35. Plaintiffs and the members of the Plaintiff class routinely worked in excess of forty (40) hours per workweek for Defendants.

36. Defendants failed to pay Plaintiffs and the members of the Plaintiff class at the rate of one-and-a-half times their regular rate of pay for all hours worked in excess of forty hours weekly as required by section 7(a) of the FLSA, 29 U.S.C. § 207(a).

37. Plaintiffs and the members of the Plaintiff class are entitled to back wages at the rate of one-and-a-half times their regular rate of pay for all overtime hours worked in excess of forty hours per week, pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b).

38. The failure of Defendants to compensate Plaintiffs and the members of the Plaintiff class for overtime work as required by the FLSA was knowing, willful, intentional, and done in bad faith.

39. Plaintiffs and the members of the Plaintiff class are also entitled to

liquidated damages equal to the amount of unpaid overtime compensation due to them under the FLSA, pursuant to section 16(b) of the FLSA, 29 U.S.C. § 216(b).

Plaintiffs and those similarly situated are also entitled to an award of reasonable attorneys' fees and costs incurred in prosecuting this action, pursuant to 29 U.S.C. § 216(b).

WHEREFORE, having fully set forth their allegations against Defendants, Plaintiffs respectfully request that the Court enter judgment for the following relief:

- a. An order authorizing the sending of appropriate notice to current and former employees of Defendants who are potential members of the collective action under the Fair Labor Standards Act;
- b. A declaratory judgment that Defendants have willfully and in bad faith violated the minimum wage and overtime compensation provisions of the FLSA, and have deprived Plaintiffs and the members of the Plaintiff class of their rights to such compensation;
- c. An order requiring Defendants to provide a complete and accurate accounting of all the minimum wages and overtime compensation to which Plaintiffs and the members of the Plaintiff class are entitled;
- d. An award of monetary damages to Plaintiffs and the members of the Plaintiff class in the form of back pay for unpaid minimum wages and

overtime compensation due, together with liquidated damages in an equal amount;

- e. Injunctive relief ordering Defendants to amend their wage and hour policies to comply with applicable laws;
- f. Pre-judgment interest;
- g. Attorneys' fees and costs; and
- h. Such further relief as the Court deems just and proper.

Dated: July 19, 2018

Respectfully submitted,

s/ Eric Lindstrom

Eric Lindstrom
FL Bar No. 104778
EGAN, LEV, LINDSTROM & SIWICA,
P.A.
Post Office Box 2231
Orlando, FL 32802
(407) 422-1400 (office)
(407) 422-3658 (facsimile)
elindstrom@eganlev.com

Harold Lichten, Pro Hac Vice Forthcoming
Matthew Thomson, Pro Hac Vice
Forthcoming
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston St., Suite 2000
Boston, MA 02116
(617) 994-5800 (office)
(617) 994-5801 (facsimile)
hlichten@llrlaw.com

mthomson@llrlaw.com

Attorneys for Plaintiff

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

FILED

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

Timothy Hesseman, Colton Williams, and Robert Vantassell individually and on behalf of all other similarly situated individuals,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Eric Lindstrom, EGAN, LEV, LINDSTROM & SIWICA, P.A.
1617 NW 16th Avenue, Gainesville, FL 32627

DEFENDANTS

Cable Television Installation & Service, LLC, Galvin F. Muller, Jeffrey D. Salter, Michael A. Soros

County of Residence of First Listed Defendant Hillsborough
(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	PERSONAL INJURY <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"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 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 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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 <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
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	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			

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:

(1) failure to pay minimum wage; (2) failure to pay overtime wages

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

The Jr

DOCKET NUMBER

DATE

07/19/2018

SIGNATURE OF ATTORNEY OF RECORD

for Eric Lindstrom

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

OPT-IN CONSENT FORM

Timothy Hesseman v. Cable Television Installation Services, Inc., Case No. _____

Complete and return to: Harold L. Lichten, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston St., Suite 2000
Boston, MA 02116
Fax: (617) 994-5801
scleary@llrlaw.com

Name: Timothy Hesseman

Address: [REDACTED]

City [REDACTED] State [REDACTED] Zip [REDACTED]

Telephone: [REDACTED]

E-Mail: [REDACTED]

**CONSENT TO JOIN COLLECTIVE ACTION
Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)**

1. I have been employed as technician for CTIS. I consent and agree to pursue my claims for unpaid wages in connection with the above-referenced lawsuit arising out my employment.

2. I was employed as a technician for CTIS from approximately 06012016 to 06012018 (dates). During the time, there have been weeks where I did not earn the minimum wage required by law and/or when I was not paid all overtime wages due under the law.

3. During the time that I was employed as a technician for CTIS, I was dispatched out of a warehouse located in Augusta, Georgia (city, state).

4. I understand that this lawsuit is brought under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action. I hereby designate the law firm of Lichten & Liss-Riordan, P.C. to represent me for all purposes in this action.

6. I also designate the named plaintiff(s) in this action, the collective action representatives, as my agents to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs' Counsel concerning attorneys' fees and costs (with the understanding that Plaintiffs' Counsel are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fees), and all other matters pertaining to this lawsuit.

Signature: Timothy Hesseman

Date: 06/28/2018

OPT-IN CONSENT FORM

Timothy Hesseman v. Cable Television Installation Services, Inc., Case No. _____

Complete and return to: Harold L. Lichten, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston St., Suite 2000
Boston, MA 02116
Fax: (617) 994-5801
scleary@llrlaw.com

Name: Colton Williams

Address: [REDACTED]

City [REDACTED] State [REDACTED] Zip [REDACTED]

Telephone: [REDACTED]

E-Mail: [REDACTED]

**CONSENT TO JOIN COLLECTIVE ACTION
Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)**

1. I have been employed as technician for CTIS. I consent and agree to pursue my claims for unpaid wages in connection with the above-referenced lawsuit arising out my employment.

2. I was employed as a technician for CTIS from approximately August 3 2017 to March 30 2018 (dates). During the time, there have been weeks where I did not earn the minimum wage required by law and/or when I was not paid all overtime wages due under the law.

3. During the time that I was employed as a technician for CTIS, I was dispatched out of a warehouse located in Augusta Ga (city, state).

4. I understand that this lawsuit is brought under the Fair Labor Standards Act, 29 U.S.C. 29 U.S.C. § 201, et seq. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action. I hereby designate the law firm of Lichten & Liss-Riordan, P.C. to represent me for all purposes in this action.

6. I also designate the named plaintiff(s) in this action, the collective action representatives, as my agents to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs' Counsel concerning attorneys' fees and costs (with the understanding that Plaintiffs' Counsel are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fees), and all other matters pertaining to this lawsuit.

Signature: Colton Williams

Date: 07/03/2018

OPT-IN CONSENT FORM

Timothy Hesseman v. Cable Television Installation Services, Inc., Case No. _____

Complete and return to: Harold L. Lichten, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston St., Suite 2000
Boston, MA 02116
Fax: (617) 994-5801
sclarey@llrlaw.com

Name: Robert Richard Vantassell

Address: [REDACTED]

City [REDACTED] State [REDACTED] Zip [REDACTED]

Telephone: [REDACTED]

E-Mail: [REDACTED]

**CONSENT TO JOIN COLLECTIVE ACTION
Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)**

1. I have been employed as technician for CTIS. I consent and agree to pursue my claims for unpaid wages in connection with the above-referenced lawsuit arising out my employment.

2. I was employed as a technician for CTIS from approximately June 2017 to December 2017 (dates). During the time, there have been weeks where I did not earn the minimum wage required by law and/or when I was not paid all overtime wages due under the law.

3. During the time that I was employed as a technician for CTIS, I was dispatched out of a warehouse located in Augusta georgia (city, state).

4. I understand that this lawsuit is brought under the Fair Labor Standards Act, 29 U.S.C. 29 U.S.C. § 201, et seq. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action. I hereby designate the law firm of Lichten & Liss-Riordan, P.C. to represent me for all purposes in this action.

6. I also designate the named plaintiff(s) in this action, the collective action representatives, as my agents to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs' Counsel concerning attorneys' fees and costs (with the understanding that Plaintiffs' Counsel are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fees), and all other matters pertaining to this lawsuit.

Signature: Robert Richard Vantassell

Date: 06/28/2018

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Cable Television Installation & Service Hit with Wage and Hour Lawsuit](#)
