

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

MAR 01 2021

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

JAMES W. McCORMACK, CLERK
By: [Signature] DEP CLERK
PLAINTIFFS

**CHRISTOPHER LOONEY, Individually
and on Behalf of All Others Similarly
Situated, and JASON NELSON**

vs.

No. 4:21-cv- 165-KGB**WECO, INC., and GARY WAINWRIGHT****DEFENDANTS**

ORIGINAL COMPLAINT—COLLECTIVE ACTION

COME NOW Plaintiffs Christopher Looney, individually and on behalf of all others similarly situated, and Jason Nelson (“Plaintiffs”), by and through their attorney Josh Sanford of Sanford Law Firm, PLLC, and for their Original Complaint—Collective Action (“Complaint”) against Defendants Weco, Inc., and Gary Wainwright (collectively “Defendant” or “Defendants”), they state and allege as follows:

I. PRELIMINARY STATEMENTS

1. This is a collective action brought by Plaintiff Christopher Looney, individually and on behalf of all others similarly situated, and Plaintiff Jason Nelson, individually, against Defendant for violations of the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the “FLSA”), and the overtime provisions of the Arkansas Minimum Wage Act, Ark. Code Ann. § 11-4-201, *et seq.* (the “AMWA”), and Ark. Code Ann. § 11-4-405.

2. Plaintiffs seek a declaratory judgment, monetary damages, liquidated damages, prejudgment interest, and a reasonable attorney’s fee and costs as a result of

This case assigned to District Judge Baker

and to Magistrate Judge Ray

Defendant's policies and practices of failing to pay proper overtime compensation under the FLSA and the AMWA.

3. Plaintiffs also bring this action under the Families First Coronavirus Response Act, Division E—Emergency Paid Sick Leave Act, 29 U.S.C. § 2601, *et seq.* (“FFCRA”), for declaratory judgment, monetary damages, and a reasonable attorney’s fee and costs as a result of Defendants’ failure to provide paid sick time to Plaintiffs and Defendants’ unlawful termination of Plaintiff Jason Nelson under the FFCRA.

II. JURISDICTION AND VENUE

4. The United States District Court for the Eastern District of Arkansas has subject matter jurisdiction over this suit under the provisions of 28 U.S.C. § 1331 because this suit raises federal questions under the FLSA and the FFCRA.

5. This Complaint also alleges violations of AMWA and of Ark. Code Ann. § 11-4-405, which arise out of the same set of operative facts as the federal cause of action; accordingly, this Court has supplemental jurisdiction over Plaintiff’s Arkansas state law claims pursuant to 28 U.S.C. § 1367(a).

6. The acts complained of herein were committed and had their principal effect against Plaintiffs within the Central Division of the Eastern District of Arkansas; therefore, venue is proper within this District pursuant to 28 U.S.C. § 1391.

III. THE PARTIES

7. Plaintiff Christopher Looney (“Looney”) is an individual and resident of Lonoke County.

8. Plaintiff Jason Nelson (“Nelson”) is an individual and resident of White County.

9. Separate Defendant Weco, Inc. (“Weco”), is a domestic, for-profit corporation.

10. Weco’s registered agent for service is Gary S. Wainwright, at 1481 Highway 167 North, Bradford, Arkansas 72020.

11. Separate Defendant Gary Wainwright (“Wainwright”) is an individual and resident of Arkansas.

12. Defendants maintain a website at <https://arkansasmohawklifts.com/>.

IV. FACTUAL ALLEGATIONS

13. Plaintiffs repeat and re-allege all the preceding paragraphs of this Complaint as if fully set forth in this section.

14. Wainwright is a principal, director, officer, and/or owner of Weco.

15. Wainwright took an active role in operating Weco and in the management thereof.

16. Wainwright, in his role as an operating employer of Weco, had the power to hire and fire Plaintiffs, often supervised Plaintiffs’ work and determined their work schedule, and made decisions regarding Plaintiffs’ pay, or lack thereof.

17. Wainwright, at relevant times, exercised supervisory authority over Plaintiffs in relation to their work schedule, pay policy and the day-to-day job duties that Plaintiffs’ jobs entailed.

18. Within the three years preceding the filing of this Complaint, Defendant has continuously employed at least four employees.

19. Defendant employs two or more individuals who engage in interstate commerce or business transactions, or who produce goods to be transported or sold in

interstate commerce, or who handle, sell, or otherwise work with goods or materials that have been moved in or produced for interstate commerce such as vehicles and fuel.

20. Defendant's annual gross volume of sales made or business done is not less than \$500,000.00 (exclusive of excise taxes at the retail level that are separately stated) in each of the three years preceding the filing of the Original Complaint.

21. At all times relevant to this lawsuit, Defendants have been employers within the meaning the FLSA.

22. Defendant's primary business is selling, servicing, installing and inspecting automotive equipment.

23. At all times material herein, Plaintiffs have been entitled to the rights, protections, and benefits provided under the FLSA.

24. At all times material herein, Plaintiffs have been classified by Defendant as non-exempt from the overtime requirements of the FLSA, 29 U.S.C. § 207, and the AMWA, Ark. Code Ann. § 11-4-211, and has been paid an hourly wage.

25. Defendant employed Looney as an hourly-paid Field Technician from September of 2019 to the present.

26. Defendant employed Nelson as an hourly-paid Roving Technician from October of 2019 until March of 2020.

27. Defendant also employed other hourly-paid Field Technicians within the three years preceding the filing of this lawsuit.

28. As a Field Technician, Plaintiff was primarily responsible for servicing automotive equipment.

29. Other Field Technicians had similar duties to Plaintiff.

30. At all relevant times herein, Defendant directly hired Field Technicians to work on its behalf, paid them wages and benefits, controlled their work schedules, duties, protocols, applications, assignments and employment conditions, and kept at least some records regarding their employment.

31. Looney and other Field Technicians regularly worked hours for which they were not paid.

32. Looney and other Field Technicians were generally paid for hours they spent actually servicing automotive equipment, but not for time spent driving between jobs or time spent ordering parts or other administrative duties.

33. Looney estimates he worked between 60 and 70 hours per week but was paid for less than half of that time.

34. Nelson estimates he worked approximately 70 hours per week and was generally paid for the hours he worked.

35. Other Field Technicians had similar schedules to Plaintiffs and worked a similar number of hours as Plaintiffs.

36. Defendant was aware of the time Field Technicians spent driving and performing other duties because Defendant assigned jobs to Field Technicians.

37. Looney and other Field Technicians clocked in and out using an app.

38. Looney clocked in at the beginning of his workday and clocked out at the end of the workday. In other words, his time records should show all or almost all of the time he spent working.

39. Even though Defendant had actual knowledge of the hours that Looney worked, Looney's paystubs indicated he worked exactly 40 hours per week. When

Looney complained to Defendant about this disparity between actual time worked and time recorded, Defendant stopped listing the hours worked on Looney's paystubs.

40. Looney's actual pay was listed as "Commission" and did not relate or have a connection to the number of hours listed on each paystub.

41. Defendant knew or should have known that Looney and other Field Technicians were working additional hours off-the-clock for which they were not compensated.

42. Defendant told Looney and other Field Technicians that they would not be paid for time spent driving or doing anything other than actually performing repairs or services for customers.

43. Looney and other Field Technicians were not paid for the time they spent performing certain jobs—for example, if the customer did not pay their bill, Defendant would often refuse to pay Looney or other Field Technicians for the time they spent on that job.

44. Defendant sometimes required Looney to take care of another service job if it was near a job Looney was already working, and Defendant did not always pay Looney for these additional jobs.

45. Defendant required Looney and other Field Technicians to order and pay for parts required for repairs.

46. Defendant failed to reimburse Looney and other Field Technicians for some of their purchases. For example, if the factory from which the part was ordered made a mistake and sent the wrong part but refused to take it back, Defendant would not reimburse Looney or other Field Technicians for that part.

47. Defendant paid Looney and other Field Technicians for mileage only when they were thirty miles or more from their residences. This policy resulted in a failure to reimburse Looney and other Field Technicians for the majority of their mileage.

48. 29 U.S.C. § 531.35 states, “The wage requirements of the [FLSA] will not be met where the employee ‘kicks-back’ directly or indirectly to the employer . . . the whole or part of the wage delivered to the employee.”

49. Because Defendant failed to reimburse Looney and other Field Technicians for purchases Defendant required them to make, and because Defendant failed to reimburse Looney and other Field Technicians for most of their mileage, Looney and other Field Technicians were forced to kick these costs back to Defendant, and this led to additional overtime violations.

50. Defendant terminated Nelson’s employment in April of 2020.

51. Defendant failed to pay Nelson his final paycheck for Nelson’s final two weeks of work.

52. Because Nelson received no wages for the final two weeks of work, Defendant failed to pay Nelson minimum wage for all hours worked during that period.

53. At all relevant times herein, Defendant has deprived Plaintiff and other Field Technicians of regular wages and overtime compensation for all hours worked.

54. Defendant knew or showed reckless disregard for whether its actions violated the FLSA.

55. In the summer of 2020, there was an outbreak of COVID-19 at Looney’s children’s school, and Looney was required to be tested for COVID-19 and to quarantine.

56. Looney was required to miss work for 3 to 5 days while he waited for his test results.

57. Looney tested negative for COVID-19.

58. Defendant failed to pay Looney sick leave for the time he was quarantined.

59. Although it was recommended by health professionals that Looney quarantine for two weeks despite his negative test results, because of pressure from Defendant and Defendant's refusal to pay sick leave under the FFCRA, Looney returned to work after he received his negative diagnosis.

60. In March of 2020, Nelson returned from traveling and quarantined for two weeks, per the general advice of healthcare professionals.

61. Defendant failed to pay Nelson sick leave for the time he was quarantined.

62. Defendant violated the FFCRA by failing to pay Plaintiffs sick leave.

63. After Nelson quarantined for two weeks, he attempted to contact Defendant but was unable to do so. Defendant did not assign any jobs to Nelson for approximately three weeks. Nelson eventually applied for unemployment benefits, at which point Defendant contacted Nelson and provided him with a letter of termination.

64. Defendant terminated Nelson's employment because he took sick leave in accordance with the FFCRA.

65. Defendant violated the FFCRA by terminating Nelson's employment because he took sick leave in accordance with the FFCRA.

V. REPRESENTATIVE ACTION ALLEGATIONS

66. Plaintiffs repeat and re-allege all previous paragraphs of this Complaint as though fully incorporated in this section.

67. Looney brings this claim for relief for violation of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons similarly situated as Field Technicians who were, are, or will be employed by Defendant within the applicable statute of limitations period, who are entitled to payment of the following types of damages:

- A. Overtime premiums for all hours worked over forty in any week;
- B. Liquidated damages; and
- C. Attorney's fees and costs.

68. Looney proposes the following class under the FLSA:

All hourly Field Technicians in the past three years.

69. In conformity with the requirements of FLSA Section 16(b), Looney has filed or will soon file a written Consent to Join this lawsuit.

70. The relevant time period dates back three years from the date on which Plaintiffs' Original Complaint—Collective Action was filed herein and continues forward through the date of judgment pursuant to 29 U.S.C. § 255(a), except as set forth herein below.

71. The members of the proposed FLSA class are similarly situated in that they share these traits:

- A. They were paid hourly;
- B. They worked hours over forty in at least one week within the three years preceding the filing of this lawsuit;
- C. They were subject to Defendant's common policy of requiring Field Technicians to work off the clock;

D. They were subject to Defendant's common policy of failing to pay Field Technicians for all hours worked; and

E. They were subject to Defendant's common policy of failing to reimburse Field Technicians for all required purchases and/or mileage.

72. Looney is unable to state the exact number of the collective but believes that the class exceeds ten persons.

73. Defendant can readily identify the members of the collective, who are a certain portion of the current and former employees of Defendant.

74. The names and physical and mailing addresses of the probable FLSA collective action plaintiffs are available from Defendant.

75. The email addresses of many of the probable FLSA collective action plaintiffs are available from Defendant.

VI. FIRST CLAIM FOR RELIEF (Individual Claims for FLSA Violations)

76. Plaintiffs repeat and re-allege all previous paragraphs of this Complaint as though fully set forth herein.

77. Plaintiffs assert this claim for damages and declaratory relief pursuant to the FLSA, 29 U.S.C. § 201, *et seq.*

78. At all relevant times, Defendant has been, and continues to be, an enterprise engaged in commerce within the meaning of the FLSA, 29 U.S.C. § 203.

79. 29 U.S.C. §§ 206 and 207 require any enterprise engaged in commerce to pay a minimum wage for all hours worked up to 40 each week and to pay 1.5x their regular wages for all hours worked over 40, unless an employee meets certain exemption requirements of 29 U.S.C. § 213 and all accompanying DOL regulations.

80. Defendant classified Plaintiffs as non-exempt from the requirements of the FLSA.

81. Defendant failed to pay Plaintiffs for all hours worked.

82. Defendant failed to pay Plaintiffs a sufficient overtime premium for all hours worked over forty each week.

83. Defendant knew or should have known that its actions violated the FLSA.

84. Defendant's conduct and practices, as described above, were willful.

85. By reason of the unlawful acts alleged herein, Defendant is liable to Plaintiffs for monetary damages, liquidated damages and costs, including reasonable attorney's fees provided by the FLSA for all violations which occurred beginning at least three years preceding the filing of Plaintiffs' initial complaint, plus periods of equitable tolling.

86. Defendant has not acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA, and, as a result thereof, Plaintiffs are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime premium pay described above pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b).

87. Alternatively, should the Court find that Defendant acted in good faith in failing to pay Plaintiffs as provided by the FLSA, Plaintiffs are entitled to an award of prejudgment interest at the applicable legal rate.

**VII. SECOND CLAIM FOR RELIEF
(Collective Action Claim for FLSA Violations)**

88. Plaintiffs repeat and re-allege all previous paragraphs of this Complaint as though fully set forth herein.

89. Looney asserts this claim for damages and declaratory relief on behalf of all similarly situated employees pursuant to the FLSA, 29 U.S.C. § 201, *et seq.*

90. At all relevant times, Defendant has been, and continues to be, an enterprise engaged in commerce within the meaning of the FLSA, 29 U.S.C. § 203.

91. 29 U.S.C. §§ 206 and 207 require any enterprise engaged in commerce to pay all employees a minimum wage for all hours worked up to 40 each week and to pay 1.5x their regular wages for all hours worked over 40 each week, unless an employee meets certain exemption requirements of 29 U.S.C. § 213 and all accompanying Department of Labor regulations.

92. Defendant classified Looney and other similarly situated employees as non-exempt from the overtime provisions of the FLSA.

93. Defendant failed to pay Looney and similarly situated employees for all hours worked.

94. Defendant failed to pay Looney and similarly situated employees a sufficient overtime premium for all hours worked over forty each week

95. Defendant deprived Looney and similarly situated employees of compensation for all of the hours worked over forty per week, in violation of the FLSA.

96. Defendant knew or should have known that its actions violated the FLSA.

97. Defendant's conduct and practices, as described above, were willful.

98. By reason of the unlawful acts alleged herein, Defendant is liable to Looney and all similarly situated employees for monetary damages, liquidated damages and costs, including reasonable attorney's fees provided by the FLSA for all violations which

occurred beginning at least three years preceding the filing of Plaintiffs' initial complaint, plus periods of equitable tolling.

99. Defendant has not acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA, and, as a result thereof, Looney and similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime premium pay described above pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b).

100. Alternatively, should the Court find that Defendant acted in good faith in failing to pay Looney and the collective members as provided by the FLSA, they are entitled to an award of prejudgment interest at the applicable legal rate.

**VIII. THIRD CLAIM FOR RELIEF
(Individual Claims for AMWA Violations)**

101. Plaintiffs repeat and re-allege all previous paragraphs of this Complaint as though fully set forth herein.

102. Plaintiffs assert this claim for damages and declaratory relief pursuant to the AMWA, Ark. Code Ann. §§ 11-4-201, *et seq.*

103. At all relevant times, Defendant was Plaintiffs' "employer" within the meaning of the AMWA, Ark. Code Ann. § 11-4-203(4).

104. Sections 210 and 211 of the AMWA require employers to pay all employees a minimum wage for all hours worked, and to pay one and one-half times regular wages for all hours worked over 40 each week, unless an employee meets the exemption requirements of 29 U.S.C. § 213 and accompanying Department of Labor regulations.

105. Defendant classified Plaintiffs as non-exempt from the requirements of AMWA.

106. Defendant failed to pay Plaintiffs for all hours worked.

107. Defendant failed to pay Plaintiffs a sufficient overtime premium for all hours worked over forty each week.

108. Defendant knew or should have known that its practices violated the AMWA.

109. Defendant's conduct and practices, as described above, were willful, intentional, unreasonable, arbitrary, and in bad faith.

110. By reason of the unlawful acts alleged herein, Defendant is liable to Plaintiffs for, and Plaintiffs seek, monetary damages, liquidated damages, prejudgment interest, and costs, including reasonable attorney's fees as provided by the AMWA.

**IX. FOURTH CLAIM FOR RELIEF
(Individual Claims for Violation of the FFCRA)**

111. Plaintiffs repeat and re-allege all previous paragraphs of this Complaint as though fully set forth herein.

112. Plaintiffs assert this claim for damages and declaratory relief pursuant to the FFCRA, 29 U.S.C. § 5101, *et seq.*

113. At all relevant times, Defendants were Plaintiffs' "employers" within the meaning of the FFCRA, 29 U.S.C. § 5110(2).

114. At all relevant times, Plaintiffs were an "employee" within the meaning of the FFCRA, 29 U.S.C. § 5110(1).

115. Section 5102 of the FFCRA requires employers to provide paid sick leave to each full-time employee for up to eighty hours. Any employer who fails to provide paid sick leave shall be considered to have failed to pay minimum wages in violation of the FLSA.

116. Defendants failed to pay Plaintiffs sick leave, despite Plaintiffs' entitlement thereto.

117. Section 5104 of the FFCRA prohibits employers from terminating the employment of an employee who takes leave in accordance with the FFCRA.

118. Defendants terminated Nelson's employment because he took leave in accordance with the FFCRA.

119. Defendants knew or should have known that their practices violated the FFCRA.

120. Defendants' conduct and practices, as described above, were willful, intentional, unreasonable, arbitrary, and in bad faith.

121. By reason of the unlawful acts alleged herein, Defendants are liable to Plaintiffs for, and Plaintiffs seek, monetary damages, liquidated damages, reinstatement, prejudgment interest, and costs, including reasonable attorney's fees as provided by the FFCRA.

**X. FIFTH CLAIM FOR RELIEF
(Individual Claim for Violation of Ark. Code Ann. § 11-4-405)**

122. Plaintiffs repeat and re-allege all previous paragraphs of this Complaint as though fully set forth herein.

123. Nelson asserts this claim for damages and declaratory relief pursuant to Ark. Code Ann. § 11-4-405.

124. At all relevant times, Defendant was Nelson's employer for purposes of Ark. Code Ann. § 11-4-405.

125. Ark. Code Ann. § 11-4-405 requires employers to pay all wages due to a discharged employee by the next regular payday.

126. Defendant discharged Nelson but failed to pay Nelson all wages due to him.

127. By reason of the unlawful acts alleged herein, Defendant is liable to Nelson for, and Nelson seeks, monetary damages, liquidated damages, prejudgment interest, and costs, including reasonable attorney's fees.

XI. PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiffs Christopher Looney, individually and on behalf of all others similarly situated, and Jason Nelson respectfully pray that each Defendant be summoned to appear and to answer this Complaint and for declaratory relief and damages as follows:

A. Declaratory judgment that Defendant's practices alleged in this Complaint violate the FLSA, the AMWA, and their related regulations;

B. Certification of a collective under Section 216 of the FLSA of all individuals similarly situated, as further defined in any motion for the same;

C. Judgment for damages suffered by Plaintiffs and others similarly situated for all unpaid overtime wages under the FLSA, the AMWA and their related regulations;

D. Judgment for liquidated damages owed to Plaintiffs and all others similarly situated pursuant to the FLSA, the AMWA, and their related regulations;

E. Judgment for damages suffered by Plaintiffs for all unpaid wages under the FFCRA and its related regulations;

F. Judgment for liquidated damages pursuant to the FFCRA and its related regulations;

G. Reinstatement pursuant to the FFCRA;

H. Judgment for damages and liquidated damages owed to Plaintiff under Ark. Code Ann. § 11-4-405;

I. An order directing Defendant to pay Plaintiffs and all others similarly situated interest, a reasonable attorney's fee and all costs connected with this action; and

J. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

**CHRISTOPHER LOONEY,
Individually and on Behalf of All
Others Similarly Situated, and
JASON NELSON, PLAINTIFFS**

SANFORD LAW FIRM, PLLC
Kirkpatrick Plaza
10800 Financial Centre Pkwy, Suite 510
Little Rock, Arkansas 72211
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Facsimile: (888) 787-2040



Josh Sanford
Ark. Bar No. 2001037
josh@sanfordlawfirm.com

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

**CHRISTOPHER LOONEY, Individually
and on Behalf of All Others Similarly
Situated, and JASON NELSON**

PLAINTIFFS

vs.

No. 4:21-cv-_____

WECO, INC., and GARY WAINWRIGHT

DEFENDANTS

CONSENT TO JOIN COLLECTIVE ACTION

I was employed as an hourly worker for Weco, Inc., and Gary Wainwright within the past three years. I understand this lawsuit is being brought under the Fair Labor Standards Act for unpaid wages. I consent to becoming a party-plaintiff in this lawsuit, to be represented by Sanford Law Firm, PLLC, and to be bound by any settlement of this action or adjudication by the Court.



CHRISTOPHER LOONEY

March 1, 2021

**Josh Sanford, Esq.
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josh@sanfordlawfirm.com**

CIVIL COVER SHEET

4:21-cv-165-KGB

JS 44 (Rev. 06/17)

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

CHRISTOPHER LOONEY, Individually and on Behalf of All Others Similarly Situated, and JASON NELSON

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Josh Sanford, SANFORD LAW FIRM, PLLC, Kirkpatrick Plaza,
10800 Financial Centre Parkway, Suite 510, Little Rock, Arkansas 72211
501-221-0088; josh@sanfordlawfirm.com

DEFENDANTS

WECO, INC., and GARY WAINWRIGHT

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)

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 (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)) 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:

Unpaid 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 _____

DOCKET NUMBER _____

DATE
March 1, 2021

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Weco, Inc. Hit with Lawsuit Over Allegedly Unpaid Wages, Unlawful Termination](#)
