

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**DRIANA MARTINEZ, on her own behalf and
all others similarly situated**

PLAINTIFF(S),

v.

CASE NO.:

**ASKINS & MILLER ORTHOPAEDICS,
a Florida for-profit Corporation,
ROLAND VANCE ASKINS III, individually,
DARYL MILLER, individually, and
CHRIS KLINGENSMITH, individually,**

DEFENDANTS.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, DRIANA MARTINEZ ("Plaintiff"), on behalf of herself and other current employees and former employees similarly situated, by and through undersigned counsel, files this Complaint against Defendants, ASKINS & MILLER ORTHOPAEDICS, P.A., a Florida for-profit Corporation, ("AMO"), and ROLAND VANCE ASKINS III ("ASKINS"), individually, DARYL MILLER ("MILLER"), individually, and CHRIS KLINGENSMITH ("KLINGENSMITH") individually, (collectively, "Defendants") and states as follows:

JURISDICTION

1. Jurisdiction in this Court is proper as the claims are brought pursuant to the Fair Labor Standards Act, as amended (29 U.S.C. §201, *et seq.*, hereinafter called the "FLSA") to recover unpaid wages, an additional equal amount as liquidated damages, and reasonable attorney's fees and costs.
2. The jurisdiction of the Court over this controversy is based upon 29 U.S.C. §216(b).

PARTIES

3. At all times material hereto, Plaintiff was, and continues to be, a resident of Sarasota County, Florida.
4. At all times material hereto AMO was a Florida for-profit Corporation. Further, at all times material hereto, AMO was engaged in business in Florida, with a principle place of business in Sarasota, Florida.
5. At all times relevant to this action, ASKINS was a resident of the State of Florida, who owned, managed, and operated AMO.

6. At all times relevant to this action, MILLER was a resident of the State of Florida, who owned, managed, and operated AMO.
7. At all times relevant to this action, KLINGENSMITH was a resident of the State of Florida, who managed and assisted with operating AMO.
8. At all times relevant to this action, ASKINS, MILLER, and KLINGENSMITH each regularly exercised the authority to set policy, set pay, determine employee schedules, determine exempt or non-exempt status under the FLSA, hire and fire employees of AMO, and decide which employees would be paid and which would not be paid during any given pay-period.
9. At all times relevant to this action, ASKINS, MILLER, and KLINGENSMITH each had authority to determine the terms and conditions of employment for employees working at AMO, including deciding which employees would be paid and which would not during any given pay-period.
10. At all times relevant to this action, ASKINS, MILLER, and KLINGENSMITH controlled the finances and operations of AMO, including deciding which employees would be paid and which would not during any given pay-period.
11. At all times relevant to this action, ASKINS, MILLER, and KLINGENSMITH were employers as defined by 29 U.S.C. 201 *et seq.*
12. At all times material hereto, AMO was, and continues to be, a business that earns at least \$500,000.00 in annual sales.
13. At all times material hereto, Plaintiff was an "employee" of Defendants within the meaning of the FLSA.
14. At all times material hereto, Defendants were "employers" within the meaning of the FLSA.
15. Defendants were, and continue to be, "employers" within the meaning of the FLSA.
16. At all times material hereto, Defendant AMO was and continues to be, an "enterprise engaged in commerce" within the meaning of FLSA.
17. At all times material hereto, the work performed by the Plaintiff was directly essential to the business performed by Defendants.

STATEMENT OF FACTS

18. In or about November 2015, Defendants hired Plaintiff to work as a "Clinical Nurse."
19. At various material times hereto, Defendants failed to deliver unto Plaintiff wages which were long past due and owing.
20. AMO's failure to deliver such due and owing wages to Plaintiff and similarly situated employees was part of a pattern and practice at AMO, stretching back approximately two years' from and continuing to today's date.

21. Defendants were all not only personally aware of, but actively participated in this pattern and practice of unlawfully withholding employee wages.
22. Plaintiff explicitly informed Defendants that she had not been paid long overdue wages on several occasions. One such occasion of complaint about not being paid wages was documented via text-message, wherein KLINGENSMITH explicitly acknowledges Defendants' repeated failure to pay long overdue wages, and blamed MILLER for personally taking wages intended for Plaintiff; this demonstrates knowledge and intent on the part of both KLINGENSMITH and MILLER to deprive Plaintiff of her lawful due and owing wages.
23. Defendants routinely issued checks to their employees, including Plaintiff, which Defendants knew or should have known would bounce or be returned for insufficient funds. Plaintiff is in possession of many such checks; upon information and belief, Defendants' issuance of such checks was part of a pattern and practice that has lead several banks to stop accepting checks from Defendants altogether.
24. KLINGENSMITH arbitrarily decided what employees would or would not be paid during any given pay period, with input from ASKINS and MILLER. Thus all Defendants not only were aware of Defendants' depriving Plaintiff and other employees of wages that were due and owing, but each actively participated in failing to pay or depriving Plaintiff and similarly situated employees of their due and owing wages.
25. Defendants have violated Title 29 U.S.C. §206 and 207 from at least November 2015, and continuing through today's date:
 - a. Defendants have failed to deliver at least \$1,920.00 in earned wages to Plaintiff, despite numerous notices and opportunities to do so;
 - b. Defendants have repeatedly promised to pay Plaintiff her overdue wages, and each time reneged on that promise;
 - c. Defendants have failed to make payments, or provisions for payment, to properly compensate Plaintiff at the pre-agreed upon rate for all hours already worked, as provided by the FLSA and as provide by agreement between the parties;
 - c. Defendants have failed to maintain proper time and wage records as mandated by the FLSA.
26. Plaintiff has retained Christine R. Sensenig, Esquire of Hultman Sensenig + Joshi to represent Plaintiff in the litigation in order to enforce Plaintiff's rights under the FLSA, and Plaintiff has agreed to pay a reasonable fee and costs for such services.

COUNT I
RECOVERY OF UNPAID WAGES AGAINST ALL DEFENDANTS

27. Plaintiff re-alleges and re-avers paragraphs 1 through 26 of the Complaint as if fully set forth herein.

28. From November 2015, and continuing for roughly 19 months, Plaintiff regularly performed 40 hours of work per week for Defendants, at the agreed-upon rate of \$16.00 per hour.
29. Defendants routinely withheld Plaintiff's earned wages, or delivered those wages late.
30. As of the filing of this Complaint, Plaintiff is still owed approximately three (3) weeks' worth of unpaid wages, with the outstanding balance currently totaling \$1,920.00. Such wages are long past due and owing.
31. Defendants' actions were willful, and demonstrate contempt for the law, as Plaintiff informed Defendants on several occasions that she was not being paid for her work, to wit:
 - a. On more than one occasion, Plaintiff informed KLINGENSMITH via text-message that she was not being paid properly; promises were made to Plaintiff as to payment being made but according to Plaintiff, KLINGENSMITH told Plaintiff in a text message that MILLER took the money, and would pay Plaintiff shortly; Plaintiff was never paid.
 - b. An exchange like the one summarized above is not an isolated incident. The exchange described above demonstrates both KLINGENSMITH and MILLER were not only personally aware of Defendants' illegal pay practices, but participated directly therein.
 - b. According to Plaintiff, on or about June 9th, 2017, KLINGENSMITH instructed Plaintiff to not seek legal counsel to recover her unpaid wages, saying "There's nothing lawyers can do for you." Again, this statement, demonstrates knowledge of Defendants' illegal conduct, authority to weigh in on the same, and intent to continue engaging therein.
 - c. According to Plaintiff, on or about February 2017 (the latest of several occasions), KLINGENSMITH informed employees, including Plaintiff, that any mention of unpaid wages would be met with immediate termination. This is evidence of knowledge and intent to retaliate, as well as KLINGENSMITH's authority over the day to day operations of AMO.
 - d. Defendants were repeatedly made aware of their failure to pay Plaintiff her overdue wages, as such timely payment of due and owing wages are required under the FLSA.
 - e. Defendants continued their illegal pay practices despite these repeated, explicit complaints by Plaintiff and numerous other employees, all of whom are capable of and intend to testify to Defendants' illegal patterns and practices.
 - f. Thus Defendants knew their conduct was illegal, and yet persisted. Defendants' conduct was thus willful under the FLSA.
32. Due to the intentional, willful, and unlawful acts of Defendants, Plaintiff suffered damages and lost compensation for time worked for three (3) weeks' worth of work, roughly 120 hours at the agreed upon rate of \$16.00 per hour totaling \$1,920.00, plus liquidated damages in that same amount.

33. Plaintiff is entitled to an award of reasonable attorney's fees and costs pursuant to 29 U.S.C. §216(b).

WHEREFORE, Plaintiff respectfully requests that judgment be entered in Plaintiff's favor against Defendants:

- a. Declaring, pursuant to 29 U.S.C. § 201 *et seq.* that the acts and practices complained of herein are in violation of the FLSA, without which Defendants would surely continue their illegal pay practices;
- b. Awarding Plaintiff wages in the amount due to her for Plaintiff's time worked for Defendants which remains outstanding and unpaid;
- c. Awarding Plaintiff liquidated damages in an amount equal to the wage award;
- d. Awarding Plaintiff reasonable attorney's fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b);
- e. Awarding Plaintiff pre-judgment interest;
- f. Ordering any other further relief the Court deems just and proper.

COUNT II RECOVERY OF UNPAID WAGES – COLLECTIVE ACTION
AGAINST ALL DEFENDANTS

34. Plaintiff reincorporates and readopts all allegations contained within Paragraphs 1 – 33, above.
35. Plaintiff brings this action individually and on behalf of all other similarly situated current and former employees pursuant to the FLSA 29 U.S.C. §216(b), and due to a breach of contract to pay wages at the agreed upon hourly rate.
36. Plaintiff asserts that Plaintiff's claims are typical of others similarly situated in regard to being subjected to Defendants' illegal pay practices of refusing to pay employees due and owing wages for hours already worked for Defendants.
37. At all times material, Defendants employed numerous other employees who regularly performed work for Defendants, and who have received no wages for their time worked, in violation of the FLSA and Defendants' contracts with Plaintiff and similarly situated current and former employees.
38. Throughout their employment, individuals similarly situated to Plaintiff were subject to the same unlawful pay practices.
39. Defendants failed to pay those individuals, who are similarly situated to Plaintiff, due and owing wages in violation of the FLSA.
40. Defendants failed to pay those individuals, who are similarly situated to Plaintiff, due and owing wages in breach of violation of the FLSA and in breach of the agreements entered into between the parties.

41. Plaintiff is an appropriate class representative due to her not having been paid wages that were due and owing, her situation being very similar to other employees at AMO, her knowledge of complaints by other current and former employees, which complaints were shared with similarly situated employees and Defendants, and Plaintiff is aware of when and to whom those complaints were directed.
42. Defendants' failure to pay such similarly situated individuals any wages at all was willful and in open contempt of the FLSA, and the contracts for wages entered into between the Defendants, Plaintiff, and similarly situated individuals.
43. As a direct and legal consequence of Defendants' 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 respectfully requests that judgment be entered in Plaintiff's favor against Defendants:

- a. Declaring, pursuant to 29 U.S.C. § 201 *et seq.*, that the acts and practices complained of herein are in violation of the FLSA, without which Defendants would surely continue their illegal pay practices;
- b. Awarding Plaintiff and similarly situated employees' wages in the amount due to Plaintiff and each similarly situated employee for the time each worked for Defendants, which wages remain outstanding and unpaid to Plaintiff and similarly situated employees;
- c. Awarding Plaintiff and similarly situated employees liquidated damages in an amount equal to the wage award given to each of them;
- d. Awarding Plaintiff and similarly situated employees' reasonable attorney's fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b);
- e. Awarding Plaintiff and similarly situated employees' pre-judgment interest;
- f. Granting Plaintiff an Order, on an expedited basis, allowing Plaintiff to send Notice of this action, pursuant to 216(b), to those similarly situated to Plaintiff; and,
- g. Ordering any other further relief the Court deems just and proper.

COUNT III
RETALIATION
AGAINST ALL DEFENDANTS

44. Plaintiff re-alleges and re-avers paragraphs 1 through 43 of the Complaint as if fully set forth herein.
45. On or about February 2017, Plaintiff and many other unpaid employees complained to KLINGENSMITH about not being paid their wages.

46. According to Plaintiff, in response to Plaintiff's complaint to KLINGENSMITH about not receiving her wages, KLINGENSMITH informed her and the other employees present at the time of the complaint that any mention of unpaid wages would be met with immediate termination.
47. This is evidence of knowledge and intent to retaliate by KLINGENSMITH and AMO permitted KLINGENSMITH to act as its agent and representative at all times, thus all Defendants are aware of and responsible for the retaliation complained of by Plaintiff.
48. Due to Defendants' repeated failure to pay Plaintiff's outstanding wages, Plaintiff was constructively discharged and was forced to leave her employment Defendants on or about May 15th, 2017. Plaintiff's constructive discharge was compelled by Defendants' illegal pay practices. Similarly situated employees also experienced retaliation due to complaining about Defendants' illegal pay practices.

WHEREFORE, Plaintiff respectfully requests that judgment be entered in Plaintiff's favor against Defendants:

- a. Declaring, pursuant to 29 U.S.C. §2201 *et seq.*, that the acts and practices complained of herein are in violation of the wage and hour provisions of the FLSA, without which Defendants would surely continue their illegal pay practices;
- b. Awarding Plaintiff compensation in the amount due to her for all hours already worked, as well as the back pay and front pay Plaintiff was denied due to Defendants' constructive termination and retaliatory threats;
- c. Awarding Plaintiff liquidated damages in an amount equal to the unpaid wages;
- d. Awarding Plaintiff reasonable attorney's fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b);
- e. Awarding Plaintiff pre-judgment interest;
- f. Permitting Plaintiff to act as a representative for similarly situated individuals who suffered retaliation for complaining about not receiving due and owing wages; and,
- g. Ordering any other further relief the Court deems just and proper.

COUNT IV
BREACH OF CONTRACT
AGAINST AMO

49. Plaintiff realleges paragraphs 1- 43 above as if set forth herein in full.
50. Plaintiff and Defendant AMO entered into a contract to pay Plaintiff for work Plaintiff performed for Defendant at the rate of \$16.00 per hour.
51. An essential term of the contract was that Defendant AMO would pay Plaintiff according to the terms of the contract.

52. Plaintiff consistently and diligently performed her contractual obligations under the contract, reporting for work and performing workplace duties as instructed.
53. Defendant AMO has willfully and repeatedly failed to pay Plaintiff for work performed.
54. Plaintiff had numerous conversations with Defendants AMO, ASKINS, MILLER, and their agent and/or representative KLINGENSMITH, each of whom routinely exercised authority over Defendant AMO's pay practices, including which employees would be paid during any given pay period and which would not, about the Defendant AMO's failure to make timely wage payments pursuant to the contract.
55. After Defendant AMO's continued and repeated failure to pay Plaintiff pursuant to the terms of the contract, on or about May 15th, 2017, Plaintiff notified all of the Defendants in writing of Plaintiff's concerns as to Defendant AMO's breach of the contract between the parties.
56. On or about June 29th, 2017, Plaintiff made a complaint in writing, via-text message to Defendant KLINGENSMITH, the agent and designated representative for Defendant AMO, documenting Plaintiff's repeated concerns as to the long-standing failure by Defendants to deliver overdue wages, a concern Plaintiff, and others similarly situated, had repeatedly shared throughout employment with Defendants. In that particular exchange, KLINGENSMITH informed Plaintiff her wages had been taken by Defendant MILLER. Plaintiff never gave Defendant AMO, Defendant KLINGENSMITH or Defendant MILLER permission to deliver her long overdue wages to anyone else.
57. On or about August 4, 2017, Defendant AMO and the other Defendants were notified in a confidential communication of Plaintiff's specific and detailed concerns as to unpaid wages, amongst other concerns. Defendant AMO and the other Defendants failed to respond to said letter in any fashion.
58. According to Plaintiff, Defendant KLINGENSMITH, who acts as Defendant AMO's agent and/or representative, has admitted to Plaintiff that Defendant AMO engaged in breaches of the contract between the parties by providing verbal, written, and repeated excuses for the delayed wage payments to Plaintiff, and by responding with excuses to Plaintiff's and similarly situated employees repeatedly shared concerns as to Defendant AMO's failure to pay according to the oral contract entered into between the parties.
59. Defendant KLINGENSMITH, who acts as Defendant AMO's agent and/or representative, has alleged that Defendant MILLER engaged in breaches of the contract between the parties by taking delayed payments intended for Plaintiff.
60. Defendant MILLER has admitted that Defendant AMO engaged in breaches of the contract between the parties by providing verbal and repeated excuses for Defendant AMO's delayed payments to Plaintiff, and by responding partially to Plaintiff's repeatedly shared concerns as to Defendant AMO's failure to pay Plaintiff according to the contract between Plaintiff and Defendant AMO.
61. Defendant ASKINS has admitted that Defendant AMO engaged in breaches of the contract between the parties by providing verbal and repeated excuses for Defendant AMO's delayed

payments to Plaintiff, and by responding partially to Plaintiff's repeatedly shared concerns as to Defendant AMO's failure to pay Plaintiff according to the contract between Plaintiff and Defendant AMO.

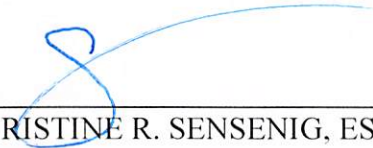
62. By failing repeatedly to provide Plaintiff and similarly situated employees with the contractually guaranteed payments, Defendant AMO has materially breached the contract in place with Plaintiff.
63. During the material time period, Plaintiff repeatedly met and/or communicated with all of the Defendants to discuss her unpaid wage concerns; Plaintiff has also provided information through counsel as to the various breaches at issue in an effort to resolve the issues without litigation, all to no avail.
64. Defendant AMO knowingly and intentionally violated the terms of the contract in place between the parties.
65. Defendant AMO's breaches have caused Plaintiff and similarly situated individuals to be damaged and to suffer, and Plaintiff is in immediate danger of continuing to suffer, damages and irreparable harm as a direct and proximate result of Defendants breaches of the contract.
66. Pursuant to §448.08, Florida Statutes, Plaintiff is entitled to costs of this action, liquidated damages, and to reasonable attorneys' fees.

WHEREFORE, Plaintiff respectfully requests that this Court award Plaintiff her costs and reasonable attorneys' fees incurred in prosecuting this action pursuant to Florida Statute §448.08; award Plaintiff all outstanding wages, fees, commission, bonuses, and other outstanding remuneration including but not limited to liquidated damages as permitted by Florida Statute §448 as damages suffered by Plaintiff; award judgment in favor of Plaintiff and against Defendants; award Plaintiff prejudgment interest for all damages awarded; order that Plaintiff is relieved of any and all obligations under the contract; and, grant such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable as a matter of right by jury.

Respectfully Submitted August 11, 2017.



CHRISTINE R. SENSENIG, ESQ.
TRIAL COUNSEL

Hultman Sensenig + Joshi

Bar Number 0074276

2055 Wood Street, Suite 208

Sarasota, FL 34237

Telephone: (941) 953-2828/Fax: (941) 953-3018

E-mail: csensenig@hsjlawfirm.com

Attorney for Plaintiff Driana Martinez, on behalf of herself and others similarly situated

JS 44 (Rev 11 15)

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

DRIANA MARTINEZ, on her own behalf and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Christine R. Sensenig, Esquire of Hultman Sensenig + Joshi
 2055 Wood St, Ste 208, Sarasota, FL 34237 (941) 953-2828

DEFENDANTS

ASKINS & MILLER ORTHOPAEDICS, a Florida for-profit Corporation, ROLAND VANCE ASKINS III, individually, DARYL MILLER, individually, and CHRIS KLINGENSMITH, individually, Sarasota
 County of Residence of First Listed Defendant

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 <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"/> 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	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<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	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

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. §216(b)**

Brief description of cause: **Action for unpaid wages**

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$ unknown at this time** CHECK YES only if demanded in complaint: **JURY DEMAND: Yes No**

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: **8-11-17** 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: [Askins & Miller Orthopaedics, Owners Pegged with FLSA Lawsuit](#)
