

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

LANCE MOOREHEAD,)	
Individually and on behalf of all other)	
persons similarly situated, known)	
and unknown,)	
)	
Plaintiff,)	
)	
v.)	Case No. <u>CIV-17-1308-F</u>
)	
CALIBER HOLDINGS CORPORATION)	
d/b/a CALIBER COLLISION CENTERS,)	
CALIBER COLLISION, and)	
CALIBER COLLISION EXPRESS)	
)	JURY TRIAL DEMANDED
Defendant.)	

COLLECTIVE ACTION COMPLAINT

COMES NOW the Plaintiff Lance Moorehead, on behalf of himself and all other persons similarly situated, known and unknown, through his attorneys, and for his Complaint against Defendant Caliber Holdings Corporation d/b/a Caliber Collision Centers, Caliber Collision, and Caliber Collision Express ("Caliber" or "Defendant"), states as follows:

PARTIES

1. The Plaintiff is Lance Moorehead, an adult male resident of Cleveland County, State of Oklahoma, and citizen of Oklahoma.

2. Caliber is a Delaware company doing business in Oklahoma County, State of Oklahoma, and having its principal place of business in Lewisville, Texas. Caliber maintains The Corporation Company, 1833 S. Morgan Road, Oklahoma City, OK 73128 as its service agent with the Oklahoma Secretary of State.¹ Caliber claims to have 470 “state-of-the-art repair centers” in seventeen states and the District of Columbia, including: Arizona, California, Colorado, Delaware, Florida, Georgia, Maryland, Nevada, New Jersey, New Mexico, North Carolina, Oklahoma, Pennsylvania, South Carolina, Texas, Virginia, and West Virginia. There are three Oklahoma Caliber locations including: Edmond at 3501 South Broadway; Midwest City at 801 West Curtis Drive; and northwest Oklahoma City at 8020 Northwest Expressway. Caliber anticipates substantial growth for 2017 including adding an additional 120 – 150 new locations and increasing revenue from \$1.65 billion to \$2.5 billion.

JURISDICTION AND VENUE

3. Plaintiff, individually and on behalf of others similarly situated, brings claims for failure to pay wages, including minimum wages in violation of Oklahoma’s Protection of Labor Act as set out in 40 O.S. §165.1, et seq. and the Fair Labor Standards Act as set out in 29 U.S.C. §206, et seq. Plaintiff brings an individual claim,

¹ As of March 15, 2017, the Oklahoma Secretary of State’s records reflected that Caliber Holdings Corporation was in a suspended state associated with an unidentified Oklahoma Tax Commission issue.

and original jurisdiction is had in this action which is being brought pursuant to the Fair Labor Standards Act ("FLSA"), codified at 29 U.S.C. §201, *et seq.* Plaintiff brings an individual action for retaliation (including termination) after Plaintiff complained of such wage violations in violation of the FLSA and Oklahoma's public policy. Jurisdiction over the federal claims is vested in this Court under 28 U.S.C. §1331. This Court also has supplemental jurisdiction over the Oklahoma State Law claims under 28 U.S.C. §1367 in that all such claims are so related to claims in this action that they form part of the same cause or controversy under Article III of the United States Constitution.

4. Defendant's wrongful actions taken against the Plaintiff occurred in Oklahoma County, Oklahoma and the Defendant can be served in that county in which it operates at least three locations. The foregoing is within the Western District of the United States District Courts for Oklahoma wherefore venue is proper in this Court under 28 U.S.C. § 1391(b).

5. Plaintiff, individually and on behalf of others similarly situated brings this claim for failure to pay wages for all hours worked, failure to pay minimum wages, overtime wages, and stand-by wages in violation of Oklahoma's Protection of Labor Act, as set out in 40 O.S. §161, *et seq.* and the FLSA as set out in 29 U.S.C. §206, *et se.* Plaintiff brings an individual claim for retaliation (including termination) after Plaintiff complained of such wage violations in violation of the FLSA, as set forth in 29 U.S.C.

arise out of the same core of facts, jurisdiction is vested over those claims under 28 U.S.C. §1367(a). Plaintiff seeks damages on his own account and on behalf of a class of others similarly situated.

6. Caliber is a foreign company doing business in Oklahoma County, Oklahoma and Defendant can be served in that county. Oklahoma County is within the Western District Courts for Oklahoma wherefore venue is proper in this Court under 28 U.S.C. § 1391(b).

7. The matter in controversy exceeds the sum or value of Seventy-Five Thousand Dollars (\$75,000.00).

COLLECTIVE ACTION ALLEGATIONS

8. Plaintiff brings this action on behalf of himself and all other similarly-situated employees or former employees. The class Plaintiff seeks to represent is defined as follows: "All persons who worked for Caliber in the last three years and performed Class Duties, regardless of the person's title.

9. "Class Duties" means examining vehicles to determine damaged parts, taking pictures of damage, and entering data associated with damage into Defendant's computer system. From time to time Plaintiff would also physically repair the damage to the vehicles. Plaintiff was called both a "body technician" and a "service advisor," but in both positions, he undertook Class Duties.

10. Defendant is aware or should be aware that federal law requires it to pay all employees full minimum wage and overtime wages for all hours over 40 worked in any work week.

11. Plaintiff is similarly-situated to Defendant's other employees undertaking Class Duties because those employees were also paid in violation of the FLSA and subjected to Defendant's illegal policy or practice of: (a) failing to pay Plaintiff a minimum wage for hours worked; and (b) failing to pay Plaintiff overtime for all hours worked over 40 in a workweek.

12. There are numerous similarly-situated current and former employees of Defendant who worked at the Defendant's service centers who would benefit from the Court authorizing issuance of notice of this lawsuit so that these employees may opt-in to this lawsuit.

13. Similarly-situated employees doing Class Duties are known to Defendant and are identifiable in Defendant's payroll records.

FACT ALLEGATIONS

14. Defendant is a company who has approximately 470 repair centers in 17 states and the District of Columbia. Defendant's business provides collision repair services to consumers.

15. Defendant's business provides collision repair services to consumers. Defendant is a private subsidiary of OMERS Private Equity Inc. with revenues estimated

at \$1.65 billion and roughly 10,000 employees. See “How Caliber Collision is Dominating the Industry, Glenn Hunter, CEO Magazine, March 2017 (available online at <https://www.dmagazine.com/publications/d-ceo/2017/march/how-caliber-collision-is-dominating-the-industry/>). Accordingly, Defendants’ yearly gross receipts exceed \$500,000.

16. For the reasons set out in the paragraphs above, Defendant is a covered employer for the purposes of the FLSA.

17. Plaintiff was employed with the title of “Service Advisor” and/or “Body Technician” from September 16, 2013 until his employment was terminated by Defendant in December 2015. During that entire time, he undertook and was responsible for Class Duties.

18. At any given time, Defendant employs 2 to 5 persons to undertake Class Duties at each of its approximately 470 repair centers located in various states. Thus, the class is easily expected to exceed 1,000 members.

19. Defendant does not sell automobiles and does not operate a car dealership. The Defendant’s service centers provide estimates to customers with the goal of securing the associated repair work. Potential customers are steered to Defendant in conjunction with a contractual agreement with various insurance companies, such as USAA, Farmers, Horace Mann, Allstate, and others to steer their insureds to Defendants’ shops. These insurance companies in the above-noted relationship with Defendant will

be referenced herein as "Steering Insurance Companies". Defendant's business model requires those undertaking Class Duties to step into the shoes, regarding a limited subset of tasks, of and provide the insurance adjustment services previously undertaken by Steering Insurance Companies' adjusters, only with less authority and training.

20. Plaintiff and others similarly situated, are not licensed adjusters, and do not exercise discretion or independent judgment with matters of significance regarding adjusting insurance claims. Instead, Plaintiff and others similarly situated mechanically followed Steering Insurance Company's' claims procedure and used claims adjusting software that generated an estimate as a mechanical result of the damaged car components revealed by Plaintiff's inspection of the vehicle.

21. Steering Insurance Companies direct their insureds that they are required to secure an estimate from one of Defendant's service centers.

22. Even if the Steering Insurance Company's insured informed Plaintiff that they do not intend on using Defendant's services to repair their automobile, Plaintiff was without discretion to refuse to provide the requested estimate.

23. If Plaintiff or others similarly situated deem an automobile as a total loss, the Steering Insurance Companies can negate that decision limiting the repairs to only those they authorize.

24. Defendant operates as Steering Insurance Company's de facto outsourced damage inspection and data entry service.

25. Steering Insurance Companies retain control over the process and can modify or negate the estimates provide by Plaintiff. Steering Insurance Companies retain the tasks of interviewing the insureds and witnesses, evaluating the damage through the pictures and estimates provided by individuals such as Plaintiff, evaluating coverage issues, providing coverage recommendations, and determining liability. Plaintiff simply surveyed the damage, took photographs, and input that data into computer models to arrive at a mechanical calculation of damage.

26. Plaintiff and others similarly situated, are supposed to be paid a commission of circa 5% of the repair costs after the repairs had been completed and the subject vehicle removed from Defendant's location.

27. If the sales attributed to Plaintiff are below a minimum standard set by the Defendant, Plaintiff and others similarly situated, are paid less than minimum wage and, at times, are paid nothing.

28. Plaintiff and others similarly situated complained about the way Defendant's pay him for Class Duties. In addition, they have asked Defendant to explain the indecipherable paystubs provided by Defendant. Complaints, such as these, often lead to the termination of that employee's employment with Defendant, as was the case with Plaintiff.

29. Throughout the time of Plaintiff's employment, Defendant maintained Policies and Procedures requiring the Plaintiff and others similarly situated, to work no

less than 50 hours per week. Plaintiff and others similarly situated, are required to man their posts from 7:30 a.m. to 5:30 p.m. at least five days a week. The hours Plaintiff and other similarly situated were required to work was driven by the workload at the Defendant's service center. Regardless of the hours worked in a week Plaintiff and other similarly situated were not paid overtime for any hours worked over 40 in a week.

30. Plaintiff and others similarly situated were rarely allowed to take a lunch break. However, Defendant automatically deducted 30 minutes each day from the hours worked as a lunch break. Even if Plaintiff found time to eat lunch, Plaintiff and others similarly situated, are not relieved of their duties such that this time should not to count as hours worked.

31. Defendant made no effort to track and record the Plaintiff's work hours. Thus, Defendant has failed for many years to properly account and track the long hours worked by Plaintiff and others similarly situated.

32. Defendant maintains a workplace that violates numerous Federal and Oklahoma wage and hour laws. Specifically, they exploit Plaintiff and others similarly situated, by refusing to pay overtime compensation, refusing to pay for all hours worked, refusing to pay minimum wage, refusing to provide accurate and understandable, itemized wage statements.

33. Throughout, Plaintiff's and other similarly situated employment, Defendant failed to provide accurate and itemized wage statements, among other

things, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate. Defendant also failed to maintain complete and accurate payroll records for Plaintiff and others similarly situated showing, among other things, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

34. Plaintiff lodged a pro-se complaint at the Oklahoma Department of Labor (“ODOL”) related to a portion of the claims asserted herein. (See Exhibit 1, documents associated with Plaintiff’s pro-se ODOL complaint.)

FIRST CAUSE OF ACTION
VIOLATIONS OF FLSA (29 U.S.C. §206)

35. Plaintiff, for the First Cause of Action against the Defendant, Caliber, adopts and realleges the allegations contained in the numerical paragraphs above, and in addition, alleges and states:

36. As alleged herein, at all relevant times, the FLSA applied to the Plaintiff and others similarly situated in their capacity as employees of the Defendant. 29 U.S.C. §206 states in pertinent part, that every employer shall be paid to each employee, not less than \$5.85 an hour, beginning on the 60th day after May 25, 2007; \$6.55 an hour, beginning 12 months after that 60th day; and \$7.25 an hour, beginning 24 months after

that 60th day. FLSA requires that all employees must be paid minimum wage, which is currently \$7.25 an hour.

37. As alleged herein, Plaintiff and others similarly situated, were required to work for wages less than the legal minimum fixed by Federal and State law and/or were required to work without any payment of wages whatsoever.

38. Plaintiff and others similarly situated, bring this action to recover the balance of all unpaid wages owed, with interest thereon, under 29 U.S.C. §206, as well as under Oklahoma's Protection of Labor Act, as set out in 40 O.S. §161, *et seq.*

39. For Defendant's failure to pay, Plaintiff and others similarly situated, the legal minimum wage and/or payment of actual wages for all hours worked as required under Federal and State law, to the fullest extent permitted under the statutory timeframe.

40. In addition to payment of the past wages and all applicable penalties allowable under the law, with interest thereon, Plaintiff, and others similarly situated seek attorneys' fees and cost incurred in prosecuting this action under the FLSA (29 U.S.C. §§215 and 216) and Oklahoma's Protection of Labor Act, as set out in 40 O.S. §161, *et seq.*

SECOND CAUSE OF ACTION
VIOLATIONS OF FLSA (29 U.S.C. §207)

41. Plaintiff, for his Second Cause of Action against the Defendant, Caliber, adopts and realleges the allegations contained in the numerical paragraphs above, and in addition, alleges and states:

42. Pursuant to the FLSA (29 U.S.C. §207) employees must be paid extra compensation for working overtime and no employer shall require an employee to work during any meal break and/or were interrupted by Defendant in violation of the law. Defendant counted this interrupted meal break as hours not worked by the Plaintiffs and others similarly situated.

43. As a result of Defendant's failure to provide overtime pay, and time off for meal breaks that were not counted by Defendant as hours worked, Plaintiff and others similarly situated sustained damages in the amount of extra compensation due them for each overtime hour, as well as wages due for one additional hour at their regular rate of pay for each time they were not permitted an interrupted meal break, to the fullest extent permitted under the statutory timeframe and pursuant to FLSA (29 U.S.C. §§215 and 216) and Oklahoma's Protection of Labor Act, as set out in 40 O.S. §161, *et seq.*

44. As alleged herein, Plaintiff and others similarly situated, were required to work for wages less than the legal minimum fixed by Federal and State law and/or were required to work without any payment of wages whatsoever.

45. In addition to payment of the past wages and all applicable penalties allowable under the law, with interest thereon, Plaintiff, and others similarly situated

seek attorneys' fees and cost incurred in prosecuting this action under the FLSA (29 U.S.C. §§215 and 216).

THIRD CAUSE OF ACTION
RETALIATORY DISCHARGE IN VIOLATION OF THE FLSA

46. Plaintiff, for his Third Cause of Action against the Defendant, Caliber, adopts and realleges the allegations contained in the numerical paragraphs above, and in addition, alleges and states:

47. Plaintiff and others similarly situated, were wrongful discharged after complaints of Defendant's failure to pay wages and that the terminations were in violation of the FLSA, 29 U.S.C. §215. Plaintiff's and others similarly situated, terminations were also a violation of Oklahoma's public policy against discharging employees for complaining of failure to pay wages in accordance with Oklahoma law as set out in *Reynolds v. Avance, Inc.*, 232 P.3d 907 (2009) and 40 O.S. §§165.1 to .3, .7 to .9, .11 and 40 O.S. §199.

48. As a direct result of Defendant's actions, the Plaintiff and other similarly situated, have suffered (and continues to suffer) lost wages in the form of back pay, present and front pay (along with the value of benefits associated with such wages), emotional distress and dignitary harm including worry, anxiety, sleeplessness, and similar unpleasant emotions. A significant factor in Plaintiff's termination was his complaints of working and not being paid.

49. Because one of more of the Defendant's conduct was either willful, malicious, or at least, in reckless disregard of Plaintiff's rights, Plaintiff is entitled to recover punitive damages under the state claim and liquidated damages under the FLSA.

WHEREFORE, Plaintiff and others similarly situated, pray that the Court enter judgment against Defendant, as follows:

- A. For damages under the FLSA and Oklahoma's wage laws, Plaintiff and others similarly situated are entitled to unpaid wages, prejudgment interest, post judgment interest, liquated damages, attorney fees and costs.
- B. Plaintiff and others similarly situated are entitled to equitable relief in the form of a declaration that Defendant's wage policy is unlawful as applied both to Plaintiff and to other employees similarly situated and an injunction against the continued use and enforcement of such policy as to Defendant's other employees.
- C. Because the actions of Defendant were willful, Plaintiff is entitled to liquidated damages under the FLSA in an amount equal to the unpaid wages and overtime.
- D. Under the anti-retaliation provisions of the FLSA and under Oklahoma's public policy wrongful discharge doctrine Plaintiff is entitled to recover for dignitary harms in addition to past, present, and future lost earnings and punitive damages under the public policy claim.
- E. Because the actions of Defendant were willful, wanton, malicious or, at the least, in reckless disregard of Plaintiff's state and federal rights, Plaintiff is entitled to punitive damages both under the state law public policy wrongful discharge claim and under the FLSA's anti-retaliation provisions.
- F. Because Plaintiff's injuries arise from an unlawful policy, Plaintiff should, upon discovery of the identity of the similarly treated employees, be entitled to a certification of a class of injured employees entitled to such relief. There are approximately, to Plaintiff's

knowledge, over sixty employees who would be subject to the same unlawful policy and who would have suffered the same injury with the only distinction between the amounts of injury each suffered.

- G. Be granted judgment in favor and against the Defendant on all his claims and that this Court grant the Plaintiff all available compensatory damages, punitive damages, liquidated damages, pre- and post- judgment interest, costs, attorney's fees and any other legal or equitable relief allowed by law.

Respectfully submitted,

ATTORNEY LIEN CLAIMED

/s/ Jacque Pearsall

Jacque Pearsall, OBA # 18317

2548 NW Expressway, Suite 102

Oklahoma City, OK 73112

Telephone: (405) 609.6601

Facsimile: (405) 673.5785

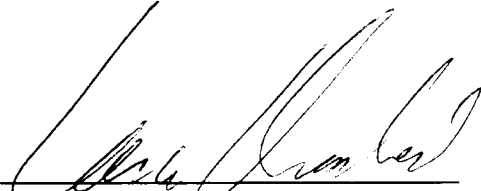
Email: jacquepearsall@gmail.com

Attorney for Plaintiff and Others Similarly Situated

CONSENT TO BECOME A PARTY PLAINTIFF

Pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. §216(b), I hereby consent to be a party plaintiff in the foregoing action, and I verify that I have reviewed the Complaint and approve of its allegations.

Date: 10/22/17


Lance Moorehead

Oklahoma Department of Labor



Melissa McLawhorn Houston
COMMISSIONER OF LABOR

January 20, 2016

Lance Moorehead
8801 Bella Ranch Drive
Choctaw, OK 73020

MEMORANDUM - WRITTEN RESPONSE REQUIRED

Re: Wage Claim Number..... 201600406 RAB
Labor Compliance Officer.... Robin A. Brookins

Enclosed is a copy of the response received from your former employer regarding your claim for unpaid wages. Please review and **respond in writing to me no later than January 27, 2016** or your claim may be dismissed. Please feel free to contact me by telephone at (405) 521-6595 or by email at robin.brookins@labor.ok.gov if you have any questions.

Phone: (405) 521-6595 or toll free 1-888-269-5353
Fax: (405) 521-6017 Email: robin.brookins@labor.ok.gov

CALIBER COLLISION

January 7, 2016

Oklahoma Department of Labor
3017 N. Stiles
Suite 100
Oklahoma City, OK 73105

RECEIVED
JAN 20 2016
DEPT. OF LABOR
OKLAHOMA CITY, OK

Claimant: Lance Moorehead
Wage Claim No: 201600406RAB –Lance Moorehead

To Whom It May Concern:

We do not believe any additional earnings are due to the claimant based on the following information:

Lance transferred from the position of Body Tech to Service Advisor – Commission at the Midwest City center on June 1, 2015. He was placed on a \$1634.62 weekly guarantee for 3 weeks while his WIP was being established. Please see attached offer letter.

- The last receipt of the guarantee payment was June 19, 2015.

Lance signed the Service Advisor comp plan, which describes the pay methodology. He signed the document on June 19, 2015. Please see attached signed comp documents.

The Service Advisor Compensation Plan verbiage (below) details how the Service Advisor will be paid each week.

- **Commission of Sales & Advance**
 - Each week the service advisor is paid a weekly advance for that week regardless of commissions earned. If the Service Advisor's closed sales for that week are less than the amount required to have earned the established weekly advance amount, the additional commissions required to meet the advance will be adjusted to the following week's earnings.
 - Service Advisors receive a weekly advance regardless of commissions earned.
 - Commissions are calculated on total closed sales listed on the SA Sales Report from C1.
 - Commissions are calculated and paid for the prior week's closed sales.
 - The weekly Advance is paid thru current pay date.
 - If calculated commissioned earnings are less than the weekly advance for that week, the commission deficit will be carried forward to the following week.

401 East Corporate Drive, Suite 150 | Lewisville, TX 75057 | 469.948.9500 | CALIBERCOLLISION.COM

RESTORING THE RHYTHM OF YOUR LIFE®

During employment as Service Advisor – Commission, Lance was paid total gross earnings of \$47,456.09

- His total gross Regular earnings were \$20,653.82.
 - Received the guarantee advance of \$1634.62 each week while on the guarantee, for the period of June 1st through June 19th (a total of 3 weeks)
 - Received the weekly advance of \$769.23 for the period of June 19th through December 11th (a total of 25 weeks)
- His total gross Commissions earnings were \$22,207.77
- His total gross Holiday earnings were \$461.54
- His total gross PPT earnings were \$3,145.01
 - This includes the final PPT payout of \$741.16
- His total gross Bonus earnings were \$987.94

Lance was paid as follows for each pay period:

- Pay date of 6/5/15: received \$1634.62 in gross earnings
 - \$1,634.62 guarantee amount for the period of June 1st – 7th
- Pay date of 6/12/15: Lance received \$1,634.62 in gross earnings
 - \$1,634.62 guarantee amount for the period of June 8st – 14th
- Pay date of 6/19/15: Lance received \$2,417.98 in gross earnings
 - \$1,634.62 PPT earnings for the period of June 15th – 21st
 - \$783.36 in Commission for sales closed during the period of June 8th – 14th
- Pay date of 6/26/15: Lance received \$2,045.61 in gross earnings
 - \$769.23 advance rate for the period of June 22nd – 28th
 - \$1,276.38 in Commission for sales closed during the period of June 15th – 21st
- Pay date of 7/3/15: Lance received \$1,810.67 in gross earnings
 - \$769.23 advance rate for the period of June 29th – July 5th
 - \$1,041.44 in Commission for sales closed during the period of June 22nd – 28th
- Pay date of 7/10/15: Lance received \$2,104.24 in gross earnings
 - \$615.38 advance rate for the period of July 6th – July 12th
 - \$153.85 in Holiday Pay for the Independence Day Holiday
 - \$1,335.01 in Commission for sales closed during the period of June 29th – July 5th
- Pay date of 7/17/15: Lance received \$1,286.09 in gross earnings
 - \$461.54 advance rate for the period of July 13th – 19th
 - \$8524.56 in Commission for sales closed during the period of June 29th – July 5th
- Pay date of 7/24/15: Lance received \$1,011.08 in gross earnings
 - \$769.23 advance rate for the period of July 20th – 26th
 - \$241.85 in Commission for sales closed during the period of July 13th – 19th
- Pay date of 7/31/15: Lance received \$2,178.31 in gross earnings
 - \$769.23 advance rate for the period of July 27th – Aug 2nd
 - \$1,409.08 in Commission for sales closed during the period of July 20th – 26th
- Pay date of 8/7/15: Lance received \$2,211.13 in gross earnings
 - \$769.23 advance rate for the period of Aug 3rd – 9th
 - \$1,441.90 in Commission for sales closed during the period of July 27th – Aug 2nd
- Pay date of 8/14/15: Lance received \$769.23 in gross earnings
 - \$769.23 advance rate for the period of Aug 10th – 16th
- Pay date of 8/21/15: Lance received \$1,570.05 in gross earnings
 - \$615.38 advance rate for the period of Aug 17th – 23rd
 - \$954.67 in Commission for sales closed during the period of Aug 10th – 16th
- Pay date of 8/28/15: Lance received \$2,208.64 in gross earnings
 - \$615.38 advance rate for the period of Aug 24th – 30th
 - \$1,593.25 in Commission for sales closed during the period of Aug 17th – 23rd
-

- Pay date of 9/4/15: Lance received \$2,067.30 in gross earnings
 - \$769.23 advance rate for the period of Aug 31st – Sept 6th
 - \$1,298.07 in Commission for sales closed during the period of Aug 17th – 23rd
- Pay date of 9/11/15: Lance received \$1,478.97 in gross earnings
 - \$769.23 advance rate for the period of Sept 7th – 13th
 - \$709.74 in Commission for sales closed during the period of Aug 31st – Sept 6th
- Pay date of 9/18/15: Lance received \$1,136.24 in gross earnings
 - \$615.38 advance rate for the period of Sept 14th – 20th
 - \$153.85 in Holiday Pay for the Labor Day Holiday
 - \$367.01 in Commission for sales closed during the period of Sept 7th – 13th
- Pay date of 9/25/15: Lance received \$2,231.38 in gross earnings
 - \$769.23 advance rate for the period of Sept 21st – 27th
 - \$1,111.78 in Commission for sales closed during the period of Sept 14th – 20th
 - \$350.37 in Bonus for August results
- Pay date of 10/2/15: Lance received \$1,458.57 in gross earnings
 - \$769.23 advance rate for the period of Sept 28th – Oct 4th
 - \$689.34 in Commission for sales closed during the period of Sept 21st – 27th
- Pay date of 10/9/15: Lance received \$2,188.56 in gross earnings
 - \$769.23 advance rate for the period of Oct 5th – 11th
 - \$1,419.33 in Commission for sales closed during the period of Sept 28th – Oct 4th
- Pay date of 10/16/15: Lance received \$2,000.20 in gross earnings
 - \$769.23 advance rate for the period of Oct 12th – 18th
 - \$1,230.97 in Commission for sales closed during the period of Oct 5th – Oct 11th
- Pay date of 10/23/15: Lance received \$769.23 in gross earnings
 - \$461.54 advance rate for the period of Oct 19th – 25th
 - \$307.69 in PPT earnings
- Pay date of 10/30/15: Lance received \$2,741.02 in gross earnings
 - \$461.54 advance rate for the period of Oct 26th – Nov 1st
 - \$307.69 in PPT earnings
 - \$1,334.22 in Commission for sales closed during the period of Oct 19th – 25th
 - \$637.57 in Bonus for September results
- Pay date of 11/6/15: Lance received \$2,050.90 in gross earnings
 - \$615.38 advance rate for the period of Nov 2nd – 8th
 - \$153.85 in PPT earnings
 - \$1,281.67 in Commission for sales closed during the period of Oct 26th – Nov 1st
- Pay date of 11/13/15: Lance received \$883.67 in gross earnings
 - \$769.23 advance rate for the period of Nov 9th – 15th
 - \$114.44 in Commission for sales closed during the period of Nov 2nd – 8th
- Pay date of 11/20/15: Lance received \$769.23 in gross earnings
 - \$769.23 advance rate for the period of Nov 16th – 22nd
- Pay date of 11/27/15: Lance received \$1,542.56 in gross earnings
 - \$769.23 advance rate for the period of Nov 23rd – 29th
 - \$773.33 in Commission for sales closed during the period of Nov 16th – 22nd
- Pay date of 12/4/15: Lance received \$769.23 in gross earnings
 - \$615.38 advance rate for the period of Nov 30th – Dec 6th
- Pay date of 12/11/15: Lance received \$1,666.28 in gross earnings
 - \$769.23 advance rate for the period of Dec 7th – 13th
 - \$897.05 in Commission for sales closed during the period of Nov 30th – Dec 6th
- Pay date of 12/18/15: Lance received \$820.48 in gross earnings
 - \$79.31 in Commission for sales closed during the period of Dec 7th – Dec 13th
 - \$741.16 PPT earnings

Lance was paid through his termination date of 12/08/15. The week of Dec 7th – 13th, Lance had \$16,970.90 closed in sales. This amount was not enough to cover the advance draw he was given.

The total of sales closed during the employment period totaled \$872,616.57 ($\$872,616.57 * 5.0\% = \$43,630.83$).

In regards to the list of Repair Orders Mr. Moorehead provided, all commission was calculated on the eligible sales closed during his employment period.

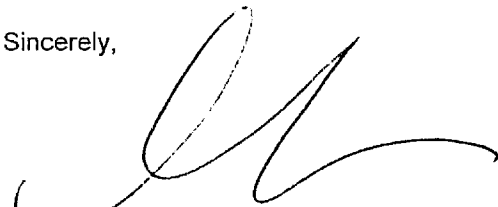
Lance lists the following Repair Orders (RO) in his claim as closed during his final result period (December 7-13):

- RO703002759 in the sales amount of \$6,133.44
 - The final eligible amount of sales for this RO was \$5,917.70 which was applied to his existing deficit.
- RO703002774 in the sales amount of \$1,902.57
 - The final eligible amount of sales for this RO was \$1,827.96 which was applied to his existing deficit.
- RO703002784 in the sales amount of \$143.68
 - The final eligible amount of sales for this RO was \$143.68 which was applied to his existing deficit.
- RO703002781 in the sales amount of \$1,165.76
 - The final eligible amount of sales for this RO was \$1,135.93 which was applied to his existing deficit.
- RO703002769 in the sales amount of \$2,693.65
 - The final eligible amount of sales for this RO was \$2,557.56 which was applied to his existing deficit.
- RO703002778 in the sales amount of \$4,411.99
 - The final eligible amount of sales for this RO was \$4,186.07 which was applied to his existing deficit.
- RO703002767 in the sales amount of \$1,202.00
 - This RO was not included in the list but the final eligible amount of sales for this RO was \$1,202.00 which was applied to his existing deficit.
- RO703002794 in the sales amount of \$16,989.23
 - This RO was considered a total loss and not eligible for commission payout.
- RO703002801 in the sales amount of \$497.85
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO703002802 in the sales amount of \$1,967.92
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302772 in the sales amount of \$278.98
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302526 in the sales amount of \$0.00
 - This RO was considered a total loss and not eligible for commission payout.
- RO70302747 in the sales amount of \$3,520.41
 - This RO was considered a total loss and not eligible for commission payout.
- RO70302799 in the sales amount of \$3,490.89
 - RO was closed after Lance's termination during the result period of (December 21 – 27)
- RO70302807 in the sales amount of \$1,419.30
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302744 in the sales amount of \$6,389.92
 - RO is currently in the Open status
- RO70302749 in the sales amount of \$13,550.71
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302795 in the sales amount of \$6,553.97
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302798 in the sales amount of \$1,448.67
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302796 in the sales amount of \$848.45
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302797 in the sales amount of \$5,506.45
 - RO was closed after Lance's termination during the result period of (December 14 – 20)

- RO70302786 in the sales amount of \$2,682.84
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302792 in the sales amount of \$4,275.01
 - RO was closed after Lance's termination during the result period of (December 14 – 20)
- RO70302780 in the sales amount of \$1,887.11
 - RO was closed after Lance's termination during the result period of (December 14 – 20)

I have also included all pay calculations and copies of his checks. Please let me know if you have any additional questions.

Sincerely,



Amber Ivers
Senior Compensation Analyst

Enclosure

State Farm			
RPM Performance Index			
15	Improved over prior month		Y/N
16	Between 850-899		
17	900 or above		
Progressive			
18	Labor hours per day	4.0	or higher
19	ECD met	90.0%	or higher
20	QI Rejects	7.0%	or lower
21	Shop Ranking- A ___ B ___ C ___		0-1.0%
Gelco			
22	Cycle Time days XD	3.5	or lower
23	Cycle Time days XF	8.0	or lower
24	CSI Quality	90.0%	or higher
Allstate			
26	CSI Refer Shop	85.0%	or higher
27	CSI Kept Informed	95.0%	or higher
28	Return for Additional Repairs	10.0%	or lower
29	Difference from estimate to final bill	95.0%	or higher
30	Tier- 1 ___ 2 ___ 3 ___		0-1.0%
Nationwide			
31	CSI Refer Shop	9.4	or higher
32	Cycle Time / Rental days	8.5	or less
33	APU Non-OEM	45.0%	or higher
AAA - So Cal and Texas			
34	Courtesy of Repair Shop	MPR Avg	or higher
35	CSI Quality of Repairs	MPR Avg	or higher
36	Cycle Time / Rental days	9.0	or lower
Liberty Mutual			
38	APU Non-OEM	35.0%	or higher
39	Cycle Time / Rental days	9.0	or lower
Travelers			
40	Dashboard rating	4.0	or higher
41	Cycle Time / Rental days	7.0	or lower
CSAA			
44	NPS		
American Family			
45	Tier-1 ___ 2 ___ 3 ___ 4 ___		
46	Cycle Time / Rental days	8.5	or lower
Total Bonus %			0.75%

- State Farm RPM Center Results
- State Farm RPM Center Results
- State Farm RPM Center Results
- Progressive Report Supplied to VPs
- Progressive
- Progressive
- Progressive
- Gelco report
- Gelco report
- Gelco report
- Update Promise/ AutocheX/ Autowatch
- Update Promise/ AutocheX/ Autowatch
- Update Promise/ AutocheX/ Autowatch
- Client Metric Center Results
- Allstate Center Results
- Update Promise/ AutocheX/ Autowatch
- ERAC & Hertz Center Results
- Client Metric Center Results
- AAA Tarp
- AAA Tarp
- ERAC & Hertz Center Results
- Liberty Mutual Center Results
- ERAC & Hertz Center Results
- Travelers
- Travelers
- Update Promise/ AutocheX/ Autowatch
- American Family
- ERAC & Hertz Center Results

The specific terms of each Service Advisor compensation plan are based on that center's financial results and are subject to review and adjustment based on material determining factors.

Payment of Accounts Within 60 Days as a Condition Precedent to Earning Commissions

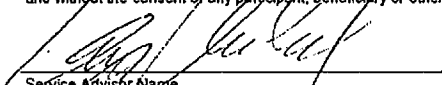
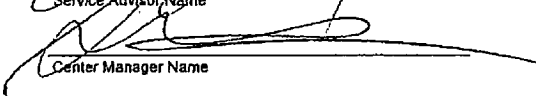
An AVR aging report will be run on the first day of the month. Commissions are not consider earned unless and until the specific account is paid within 60 days. Put differently, payment of the account within 60 days is a condition precedent to you earning commissions.

Treatment of PPT, Holiday and Time off

Service advisors who take full days off and have available PPT and Holiday earnings will be receive PPT Pay and/or Holiday pay equal to a daily pro rata portion of their weekly advance. In contrast, Service advisors who take full days off and who do not have available PPT and Holiday pay will not receive pay equal to a daily pro rata portion of their weekly advance. PPT hours taken will be tracked and any awarded PPT hours remaining at the time of termination will be paid at the hourly advance rate in effect at that time.

Service Advisor Acknowledgement

You understand that the above described Service Advisor Compensation Plan ("Plan") applies to you and provides the terms and conditions of your compensation. Of course, you know that the Plan does not constitute guarantee of continued employment or a guarantee that you will earn a specific amount of compensation. You understand that your employment relationship is at-will and, therefore, can be altered or terminated with or without cause, for any reason, and with or without notice by either you or Caliber. Your at-will employment status cannot be modified except in writing signed by both you and the CEO and/or President of the Company. Caliber reserves the right at any time to amend, suspend or terminate the Plan, in whole, or in part, for any reason without notice and without the consent of any participant, beneficiary or other person or entity.

		
Service Advisor Name	Service Advisor Signature	Date
	Center Manager Signature	Date
Center Manager Name	Center Manager Signature	Date
Regional Manager Name	Regional Manager Signature	Date

CALIBER COLLISION

Associate Status Change Form

Name Lance Moorehead		Social Security - (List last four digits only) XXX - XX- 8851		Effective Date of Change 06/22/15
Associate ID# 112730	Position Service Advisor	Department Code 000061	Region Oklahoma	Center Name Midwest City

Action

<input type="checkbox"/> Reassignment Internal Change either Dept or Job/Position/Title	From: Position _____ Dept# _____	To: Position _____ Dept# _____
<input type="checkbox"/> Transfer From one Location/Center To another Location/Center	Location: _____ Dept# _____	Location: _____ Dept# _____
<input type="checkbox"/> Promotion Reassignment to a New Job Position with a Salary/Wage Increase occurring at the same time	Position _____ Dept# _____	Position _____ Dept# _____
<input type="checkbox"/> Leave of Absence	Date from: _____	Date to: _____

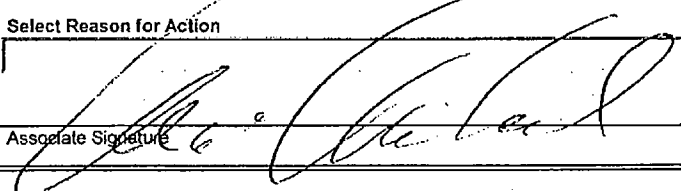
Leave of Absence Type

Pay Change From:

Pay Change To:

<input type="checkbox"/> Hourly \$ _____	<input type="checkbox"/> Hourly \$ _____
<input type="checkbox"/> Flag \$ _____ Body	<input type="checkbox"/> Flag \$ _____ Body
\$ _____ Frame	\$ _____ Frame
\$ _____ Mechanical	\$ _____ Mechanical
\$ _____ Refinish	\$ _____ Refinish
<input type="checkbox"/> Draw - Select Base or Sales \$ _____	<input checked="" type="checkbox"/> Draw - Select Base or Sales \$ \$769.23
<input type="checkbox"/> Base <input type="checkbox"/> Sales	<input checked="" type="checkbox"/> Base <input type="checkbox"/> Sales
<input type="checkbox"/> Commission _____ %	<input checked="" type="checkbox"/> Commission 5.00% %
<input checked="" type="checkbox"/> Salary \$ \$1,634.32	<input type="checkbox"/> Salary \$ _____
<input checked="" type="checkbox"/> F/T <input type="checkbox"/> P/T <input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> F/T <input type="checkbox"/> P/T <input type="checkbox"/> Temporary

Select Reason for Action


Associate Signature  Date **06/18/15**

Termination Voluntary Involuntary

Notes

Approvals

Date

Center Manager/Department Manager 	06/18/15
Regional Manager/Vice President	6/18/2015
Human Resources	

For Office Use Only

HR Input Date: _____ By: _____

P/R Input Date: _____ By: _____

1. You must forward to Oklahoma Department of Labor, to the attention of the Labor Compliance Officer noted above, either a copy of the above referred statement(s) i.e. pay stub, or
2. Submit a check for Five Hundred Dollars (\$500.00) payable to the Oklahoma Department of Labor along with the completed statement herein below.

Note: Failure to comply with one of the two methods above will result in collection efforts by the Oklahoma Department of Labor that include any and all legal means under Oklahoma law and the possibility of attorney fees and costs being assessed as well.

Thank you for your cooperation.

Enc (2): Employee's Wage Claim
 Employer's Wage Claim Response Form

Certified Receipt # 9114 9011 5981 8141 8368 73

FAILURE TO PROVIDE PAYSTUB ACKNOWLEDGEMENT

To avoid the potential expense and delay of an administrative hearing – to which the undersigned knowingly waives its 40 O.S. §165.7 right – the undersigned, either on his/her behalf or as authorized representative of the respondent named herein, does hereby concede to a finding of non-compliance with the mandatory, brief itemized deduction statement (i.e., pay stub) required by 40 O.S. §165.2 on two or more occasions within a six-month period. Along with this concession the undersigned does hereby tender payment in full of \$500.00 made payable to the "Oklahoma Department of Labor." This concession does not apply to any other claim within this case; other concessions, if any, shall be made through a separate agreement.

My signature affixed hereto acknowledges my knowing and voluntary agreement with the above statement in bold type.

Signature

Date

Printed Name

**OKLAHOMA DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS DIVISION
WAGE & HOUR UNIT**

3017 North Stiles, Suite 100
Oklahoma City, Oklahoma 73105-2811
(405) 521-6100
FAX (405) 521-6017
TOLL FREE (888) 269-5353



EMPLOYER'S WAGE CLAIM RESPONSE FORM

Before completing your response, Read All Instructions printed on the back of this form.

1. CLAIMANT NAME Lance Moorehead	EMPLOYER Caliber Bodyworks of Oklahoma, Inc dba Caliber Collision Centers	FILE DATE: 1/5/16 201600406RAB
2. NAME OF BUSINESS: Caliber Holdings Corporation		Telephone: 405 948 9520
3. Business Address: 401 E. Corporate Dr Ste 152		City: Louisville State: TX Zip: 75205
4. Point of Contact Name:		Contact Email:
Phone Number:	Address:	City: State: TX Zip: 75205
5. Federal ID No: 33-0730794	Is the Business Incorporated? Yes () No ()	Annual Dollar Volume:
6. COMPANY PRESIDENT/OWNER: Steven Grossman		Telephone: 405 948 9520
Address: 401 E. Corporate Dr Ste 152		City: Louisville State: TX Zip: 75205
7. COMPANY VICE PRESIDENT/MANAGER: Mark Sandoz		Telephone: 405 948 9520
Address: 401 E. Corporate Dr Ste 152		City: Louisville State: TX Zip: 75205
8. COMPANY SECRETARY/TREASURER: Robert Gray		Telephone: 405 948 9520
Address: Robert Gray 401 E. Corporate Dr Ste 152		City: Louisville State: TX Zip: 75205
9. SERVICE AGENT: Gray Nickles		Telephone: 405 948 9520
Address: 401 E. Corporate Dr Ste 152		City: Louisville State: TX Zip: 75205
10. Is Claimant Related To Owner/Officer of Business? No	If Yes, What is Relationship?	
11. Is Business Still Operating? Yes	Current Number of Employees: 8,000	
12. If Business is Closed Has Any Action Been Filed in Bankruptcy Court?		Yes () No ()
Trustee's Name:		Case#:
Trustee's Complete Address:		
13. List Other Businesses Operated by Corporation or Owner:		

EMPLOYMENT AGREEMENT

14. Who Hired Claimant? William Soley	Date of Hire: 9/16/2013
15. Claimant's Starting Employment Date: 9/16/2013	Last Day of Employment: 12/8/15
16. What Was Agreed pay Period? (Attach Payroll Records)	
17. What Was Agreed Rate of Pay (If more than one type of wage, fill in each amount AND attach supporting documents.)	
\$ 16.903 REGULAR Advance Drive	USE THIS SPACE TO EXPLAIN Please see attached for explanation
\$ 5% COMMISSION	
\$ MINIMUM WAGE	
\$ BENEFIT	
\$ OVERTIME	
\$ MISC.	

18. Was Agreement Oral () Written, attach copy (X) Does Claimant Have Any of Your Property? Yes () No () If Yes, explain:

19. Did Claimant Sign Any Documents Authorizing Deductions Other Than Regular Payroll Deductions: Yes (X) No () If yes (enclose copy) and explain:

20. If Claim is For Hourly Wages or Salary, did Claimant Work Weeks/Day/Hours As Claimed? Yes () No () (Attach copies of time cards and other records) Explain:

21. If Claim is For Holiday, Vacation, Overtime, Severance, Bonuses or Other Similar Advantages of Pay Promised, Do You Have a Policy or Practice of Making Such Payments? Yes () No ()

(Attach copies of any written policies of agreement including claimants signature page)

22. Did Claimant Meet Conditions of Such Policies or Practices? Yes () No ()

Explain:

23. Has Claimant Been Paid Any of Wages in Question? Yes (X) No ()

If yes, indicate gross amount paid: 741.31 (Attach copies to verify payment, i.e. certified checks copied front and back)

Date Paid: 12/18/15 Cash () Check (X) Other, explain ()

24. What Gross Amount Do You Acknowledge is Owed Claimant?

(Attach check in that amount made payable to claimant)

NOTE: If wages are due, payment must be IMMEDIATE in accordance with Title 40 O.S., Section 165.3B. "If an employer fails to pay an employee wages as required under subsection A of this section, such employer shall be additionally liable to the employee for liquidated damages in the amount of two percent (2%) of the unpaid wages for EACH DAY upon which such failure shall continue after the day upon which payment is required; or in the amount EQUAL to the unpaid wages, whichever is smaller....."

25. State Your Reasons For Not Paying the Amount Alleged by Claimant:

None see attached

INSTRUCTIONS FOR FILING EMPLOYER WAGE CLAIM RESPONSE

Pursuant to Title 40 O.S. § 197.7 and 165.7, as an employer in the State of Oklahoma, you are required by law to complete an Employer's Wage Claim Response Form. Your response must also include all documentation (i.e., policies, checks, payroll, timecards) with regard to your defense of this claim. Your completed response form must be returned to this department in writing within fifteen (15) days of date on accompanying notice.

I HEREBY CERTIFY that, to the best of my knowledge and belief, this is a true statement of wages, benefits, and/or deduction statements due to the claimant from me. I understand acceptance of this response form by the Oklahoma Department of Labor does not guarantee collection.

In accordance with 17 O.S. §426, I state, under penalty of perjury, under the laws of the State of Oklahoma that the foregoing wage claim response is true and correct.

Date: 1/19/16

County & City where signed: Dallas/Louisville

(Employer's Signature)

Amber Ivers (Employer's Printed Name)

Senior Compensation Analyst (Title)

Oklahoma Department of Labor



January 5, 2016

Melissa McLawhorn Houston
COMMISSIONER OF LABOR

Caliber Bodyworks of Oklahoma, Inc dba Caliber Collision Centers
801 Curtis Drive
Midwest City, OK 73110

Re: Wage Claim Number.....201600406RAB - Lance Moorehead
Amount.....\$3,535.60
Labor Compliance Officer....Robin A. Brookins (405) 521-6595 Fax: (405) 521-6018
E-Mail Address.....robin.brookins@labor.ok.gov
Specific Complaint.....Non payment of wages

Pursuant to Oklahoma Statutes, Title 40, Section 165.1 et.seq. and 197.1 et.seq., the referenced claimant has filed a claim alleging your failure to pay the agreed, earned and due wages while in your employment. This issue will be resolved by one of the two following methods:

1. If you agree that wages are due, send to the Oklahoma Department of Labor, 3017 North Stiles, Suite 100, Oklahoma City, OK 73105, the total amount of the wage claim, **payable to the claimant**, or pay the amount you concede to be due, with documentation to substantiate the claim of legal offsets against wages (Section 165.3) and OAC 380:30-1-7(c).
2. Please complete and return the Employer's Wage Claim Response Form, explanation letter and check for the amount of wages **payable to claimant**. If you disagree that wages are due, please return the completed Employer's Wage Claim Response Form, explanation letter and documentation to support disagreement.

Failure to pay earned and due wages shall subject you to civil liabilities and liquidated damages of two (2%) percent of the unpaid wages for each day the earned wage remains unpaid (Section 165.3-B). The two (2%) percent of the gross amount applicable to this claim, if proven to be valid, will be assessed at \$70.71 per day. **If you fail to complete and return the Employer Response Form within fifteen (15) days from notice, the Department may make a determination based upon the facts in evidence and documents on file regarding the issuance of the Order of Determination as provided in OAC 380:30-3.3.1.**

Notwithstanding the above, every employer shall furnish to each employee at the time of payment of wages an itemized statement showing the pay basis, and any and all deductions therefrom such as taxes, insurance, retirement deductions, etc. as per Title 40 Section 165.2. The Commissioner of Labor or designee is authorized to assess an administrative fine of Five Hundred Dollars (\$500.00) against an employer operating in this state who is found to have violated Title 40 Sections 165.1 through 165.4 two or more times within a six (6) month period, Title 40 Section 165.2a. The referenced claimant may have alleged you failed to provide such statement. If so, this issue will be resolved by one of the following methods:

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

Lance Moorehead, individually and on behalf of all other persons similarly situated, known and unknown

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

(c) Attorneys (Firm Name, Address, and Telephone Number) **Jacque Pearsall**
2548 Northwest Expressway, Suite 102
Oklahoma City, Oklahoma 73112 Phone 405.609.6601

DEFENDANTS Caliber Holding Corporation d/b/a Caliber Collision Centers, Caliber Collision, and Caiber Collision Express

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, Label & 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 (1395H) <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 (U.S.C. 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 Influence 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

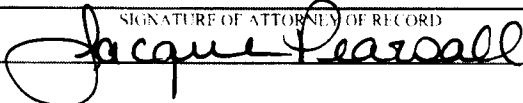
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fair Labor Standards Act O.S. 165.1 et. seq. and related Oklahoma's Protection of Labor Act
 Brief description of cause:
Refusal to properly pay wages and retaliation in violation of the FLSA

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 100,000.00 **CHECK YES only if demanded in complaint.** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY

(See Instructions) JUDGE DOCKET NUMBER

DATE **12/5/17** 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: [Lawsuit Seeks to Inspect Caliber Collisions' Pay Practices](#)
