

FILED APR 18 2017

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARCO RAMOS)
Individually and on Behalf of All)
Others Similarly Situated)
23013 Delca Lane)
Wildomar, CA 92595)
)
Plaintiffs,)
)
v.)
)
NAVMAR APPLIED SCIENCES)
CORPORATION)
65 W. Street Road, Building C)
Warminster, PA 18974)
)
Defendant.)
_____)

17 1779

Civil Action No.:

**COLLECTIVE ACTION COMPLAINT FOR
VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**

Plaintiff Marco Ramos, individually and on behalf of all others similarly situated, by and through counsel, files this Collective Action Complaint against Defendant Navmar Applied Sciences Corporation. All allegations made in this Collective Action Complaint are based on information and belief, except those allegations that pertain to the named Plaintiff (hereafter “Ramos”), which are based on personal knowledge. Ramos’ information and beliefs are based, *inter alia*, on the investigation made by and through counsel.

NATURE OF THE CASE

1. Ramos, individually and on behalf of all others similarly situated, brings this action for declaratory, monetary, and other appropriate relief to redress Navmar’s intentional violations of their rights under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”).

2. Ramos and all other similarly situated employees were not paid full wages for all hours worked or overtime compensation at a rate not less than one and one-half (1.5) times the regular rate at which they were employed for work performed beyond the forty (40) hours per workweek, as required by the FLSA for at least three (3) years prior to the filing of this action (referred to herein as the “Look-Back Period”).

3. Upon information and belief, Navmar is a corporation organized under the laws of the Commonwealth of Pennsylvania. It is a defense contractor and maintains its headquarters/ principal executive offices at 65 W. Street Road, Building C, Warminster, Bucks County, PA 18974. In addition to Pennsylvania, it has operations in Arizona, Texas, Florida, Washington, Georgia, North Carolina, Virginia, New Jersey, Maryland, California and Indiana.

4. Navmar focuses on military avionics systems, unmanned aerial vehicles (“UAV”), unmanned aerial systems (“UAS”), surveillance and video/imagery solutions. UAV are more commonly known as “drones.”

5. More specifically, Navmar provides engineering and technical services in support of the Department of Defense. One of those services is providing and staffing Persistent Ground Surveillance Towers (PGST), a tower which houses cameras and radar that surveil for unauthorized aircraft approaching restricted airspaces.

6. For the program described in the preceding paragraph, Navmar employs a category of employee called Operator. The Operators work with the surveillance towers (these Operators will be referred to herein as the “PGST Operators”).

7. Navmar’s policy and practice is to deny earned wages and overtime pay to its PGST Operators. Its’ failure to pay employees their earned wages and overtime compensation has been deliberate and violates the FLSA.

8. Ramos and all others similarly situated are current and former employees of Navmar who have worked as PGST Operators and performed work as such within the United States at any time during the Look-Back Period, and who were/are not paid full wages for all hours worked or overtime compensation at a rate not less than one and one-half (1.5) times the regular rate at which they were/are employed for work performed beyond the forty (40) hours per workweek, as required by the FLSA.

9. This lawsuit is brought as a collective action under the FLSA to recover unpaid wages and overtime compensation owed to Ramos and all other similarly situated employees who are/were PGST Operators at Navmar.

JURISDICTION AND VENUE

10. The FLSA authorizes claims by private parties to recover damages for violations of the FLSA's wage and hour provisions. Jurisdiction over this FLSA collective action is based upon 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

11. Navmar is subject to personal jurisdiction in this District as it maintains its principal place of business/headquarters in this District, regularly does business throughout the Commonwealth of Pennsylvania, and employed/employs Ramos and all other similarly situated employees through its headquarters in Pennsylvania.

12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c), as Navmar resides in this District and because a substantial part of the events giving rise to the claims herein occurred in this District.

PARTIES

13. Ramos currently resides in Wildomar, California. Though he performed services as a PGST Operator in Washington and Georgia, he was hired by Navmar out of its Warminster,

Pennsylvania headquarters and, at all times relevant hereto, was employed and directed (in part) out of the Warminster, Pennsylvania headquarters.

14. Ramos was employed by Navmar as a PGST Operator from in or about February 2016 through April 2016 and then in or about July 2016 through April 10, 2017 when he resigned.

15. Ramos was an “employee” of Navmar as that term is defined by Section 203 of the FLSA.

16. Upon information and belief, Navmar employed/employs and directed/directs the PGST Operators out of its headquarters in Pennsylvania.

17. The PGST Operators perform services on behalf of Navmar for its customers.

18. Navmar was the “employer” of Ramos and was/is the “employer” of all other similarly situated former and current employees as that term is defined by Section 203 of the FLSA.

COLLECTIVE ACTION ALLEGATIONS

19. Pursuant to 29 U.S.C. § 207, Ramos seeks to prosecute the FLSA claims as a collective action on behalf of himself and all similarly situated persons who are and/or were formerly employed by Navmar during the Look-Back Period. As explained below, these current and former Navmar employees did not receive any wages for certain hours which they have worked as PGST Operators at Navmar, and they did not receive required overtime compensation at a rate not less than one and one-half (1.5) times the regular rate at which they were/are employed for work performed during the Look-Back Period.

20. The precise number of such persons is unknown, and the facts on which the calculation of that number is based are presently within the sole control of Navmar. Upon

information and belief, however, there may be fifteen (15) potential members of the collective action who were or are employed by Navmar at any point during the Look-Back Period, most of whom would not be likely to file individual lawsuits because they lack adequate financial resources, access to attorneys, or knowledge of their claims.

21. Ramos will fairly and adequately protect the interests of the putative class and has retained counsel who is experienced and competent in the fields of employment law and collective action litigation such as this.

22. A collective action is superior to other available methods for the fair and efficient adjudication of this litigation – particularly in the context of wage litigation like the present action, where the individual plaintiffs likely lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant.

23. Furthermore, because the damages suffered by each similarly situated person are relatively small compared to the substantial expense and burden of litigation, it would be virtually impossible for any former or current employee of Navmar affected by Navmar's unlawful pay practices to pursue relief under the FLSA other than as part of a collective action.

24. There are questions of law and fact common to the members of the collective action which predominate over questions that may affect only individual members because Navmar has acted on grounds and applied policies applicable to all members. Among the questions of law and fact common to Ramos and all other similarly situated employees are, *inter alia*:

a. whether Navmar misclassified the exemption status of Ramos and all other similarly situated employees;

b. whether Navmar has a policy of misclassifying workers as exempt from coverage of the overtime provisions of the FLSA;

c. whether Navmar failed to pay Ramos and all other similarly situated employees wages for all hours worked as well as proper overtime compensation for all hours worked in excess of forty hours per workweek, in violation of the FLSA and the regulations promulgated thereunder;

d. whether Navmar failed to include work travel time in the computation of hours worked for Ramos and all other similarly situated employees;

e. whether Navmar failed to pay Ramos and all other similarly situated employees wages and proper overtime compensation for compensable travel time;

f. whether Navmar disallowed or prohibited time entries to be made by Ramos and all other similarly situated employees;

g. whether Navmar improperly paid/pays Ramos and all other similarly situated employees based on time periods other than their workweeks;

h. whether Navmar failed to keep accurate and complete time records for all hours worked by Ramos and all other similarly situated employees;

i. whether Navmar violated the overtime compensation requirements of the FLSA by acquiescing to the instructions of its customer(s);

j. whether Navmar violated the rights of Ramos and all other similarly situated employees provided by the Service Contract Act;

k. whether Navmar violated the rights of Ramos and all other similarly situated employees provided by the Contract Work Hours and Safety Standards Act;

l. whether Navmar's violations of the FLSA have been willful or with reckless disregard of the statute;

m. whether Navmar is liable for all damages claimed herein including, but not limited to, compensatory, liquidated, interest, costs, and attorney's fees; and

n. whether Navmar should be enjoined from violations of the FLSA in the future.

25. Ramos knows of no difficulty that will be encountered in the management of this litigation which would preclude its maintenance as a collective action.

26. If individual actions were required to be brought by each member of the putative class injured or affected, the result would be a multiplicity of actions, creating a hardship to Ramos, the putative class members, Navmar, and the Court.

27. The members of the FLSA putative class have been damaged and are entitled to recovery as a result of Navmar's common and uniform policies, practices, and procedures.

STATEMENT OF FACTS

28. Upon information and belief, during the Look-Back Period, Navmar has improperly classified Ramos and other similarly situated employees as "exempt" from the requirements of the FLSA, thereby denying these employees proper wages and overtime compensation for hours worked in excess of forty per workweek, as required by the FLSA.

29. In the alternative, if during the Look-Back Period, Navmar has classified Ramos and other similarly situated employees as "non-exempt" from the requirements of the FLSA, it has willfully failed to pay these employees proper wages and overtime compensation for hours worked in excess of forty per workweek, as required by the FLSA.

30. Upon information and belief, PGST Operators are deemed to be employed by Navmar out of Pennsylvania and their primary work activities for the company are assigned by Navmar from its corporate headquarters in Pennsylvania. Once the PGST Operators are assigned to their work locations, Navmar has very little, if any, involvement with the assignment and direction of their daily job duties and responsibilities.

31. Though the PGST Operators are hired by Navmar out of its Pennsylvania headquarters, they may perform services on behalf of Navmar in other states at the direction of Navmar.

32. In typical workweeks, with the knowledge, permission, and mandate of their superiors and management at Navmar, Ramos and all other similarly situated employees work/worked forty hours, work/worked extra hours during such forty-hour weeks, and are/were not properly compensated for extra hours beyond forty hours they work/worked during those forty-hour weeks.

33. Within the Look-Back Period, Ramos and all other similarly situated employees typically work/worked forty hours each workweek, work/worked extra hours during such forty-hour week, and are/were not properly compensated for extra hours beyond forty hours they work/worked during those forty-hour weeks.

34. For each workweek, Ramos and all other similarly situated employees record/recorded their hours worked in Navmar's computer timekeeping system.

35. Navmar's computer timekeeping system will show the many workweeks during which Ramos and all other similarly situated employees work/worked forty hours, work/worked extra hours during such forty-hour weeks, and are/were not properly compensated for extra hours beyond forty hours they work/worked during those forty-hour weeks.

36. Navmar's payroll records will show that Ramos and all other similarly situated employees were not properly paid for the extra hours in excess of forty per workweek for the many workweeks during which they work/worked more than forty hours.

37. Navmar maintains nationwide policies and patterns or practices that violate the rights of Ramos and all other similarly situated employees under the FLSA.

38. As part of its regular business practice, Navmar has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA. This policy and pattern or practice includes, but may not be limited to:

a. willfully misclassifying Ramos and all other similarly situated employees as exempt from the requirements of the FLSA;

b. willfully failing to include in the computation of hours worked the time spent by Ramos and all other similarly situated employees traveling for work;

c. in workweeks during which more than forty hours were/are worked, not paying Ramos and all other similarly situated employees at a rate not less than one and one-half (1.5) times the regular rate at which they were/are employed for the work performed beyond the forty hours per workweek as required by the FLSA;

d. improperly compensating Ramos and all other similarly situated employees for extra hours beyond forty hours they work/worked during workweeks in which they work/worked more than forty hours;

e. telling Ramos and all other similarly situated employees that they would only be paid for forty hours per workweek even though more than forty hours per workweek were/are worked;

f. willfully failing to tell Ramos and all other similarly situated employees to record their hours worked as required by the FLSA;

g. willfully failing to maintain any form of time-recording or time-keeping system as required by the FLSA;

h. willfully failing to keep payroll records as required by the FLSA;

i. willfully failing to pay Ramos and all other similarly situated employees based on hours worked in each workweek as that term is defined by the FLSA;

j. willfully violating the overtime compensation requirements of the FLSA by acquiescing to the instructions of its customer(s); and

k. failing to maintain the proper, accurate, and complete documentation and records including Ramos' and all other similarly situated employees' work travel time and full amount of hours worked on a daily and weekly basis as required by the FLSA.

39. Upon information and belief, Navmar's unlawful conduct detailed in this Collective Action Complaint is pursuant to a corporate policy or practice of minimizing labor costs by violating the FLSA.

40. Ramos and all other similarly situated employees suffered injury and were negatively affected in a similar fashion as a result of the above-described policies and practices of Navmar.

41. Upon information and belief, Navmar has committed the above-described federal wage and hour law violations as a result of its own improper classification of Ramos and all other similarly situated employees as "exempt," when they should have been classified as non-exempt under the FLSA.

42. Ramos and all other similarly situated employees do not fit into any exemption under the FLSA and, therefore, any classification of these employees as exempt from overtime compensation is improper and violates the FLSA.

43. The PGST Operators' primary job duty is to operate the cameras and radar on the tower and scan for unauthorized aircraft. In so doing, the majority of PGST Operators' work time involves extraordinarily long work hours and the performance of routine, manual tasks to provide support for the program. More specifically, the PGST Operators:

- a. sit in a ground control station where they use hand controllers to operate the cameras and radar on the tower;
- b. perform scheduled and other as-needed maintenance on the towers and generators;
- c. level the tower platform;
- d. clean the camera lenses;
- e. update other PGST Operators on the status of operations; and
- f. prepare daily visitor logs and maintenance logs.

44. The PGST Operators and their daily job duties and assignments are directed by the government customer.

45. PGST Operators do not manage the enterprise.

46. PGST Operators do not customarily or regularly supervise or direct the work of other full-time employees of Navmar, nor do they have any authority to hire or fire other employees.

47. PGST Operators do not perform office or non-manual work directly related to the management or general business operations of Navmar.

48. PGST Operators' primary duty does not include the performance of work requiring advanced knowledge (defined as work which is predominantly intellectual in character and which includes work requiring the consistent exercise of discretion and judgment). Knowledge possessed by the PGST Operators and utilized for their work is not in a field of science or learning, nor is it acquired by a prolonged course of specialized intellectual instruction.

49. PGST Operators do not perform work typically associated with computer systems analysts, computer programmers, software engineers or other similarly skilled workers in the computer field. Further, PGST Operators' primary duty does not include the design, development, and/or creation of computer systems or programs. Only a minimal percentage of the PGST Operators' work time involves working on a computer.

50. Navmar has intentionally and repeatedly misrepresented the true nature of compensation to Ramos and all other similarly situated employees, thereby failing to disclose and consciously concealing their true non-exempt status under the FLSA and their entitlement to receive full wages and overtime compensation for their work. Upon information and belief, those actions were deliberately taken to avoid any questions by Ramos and all other similarly situated employees regarding their entitlement to fair and full compensation for their work. Ramos and all other similarly situated employees relied upon Navmar's misrepresentations. As a direct and proximate result, Ramos and all other similarly situated employees were unable to determine their true status under the FLSA by the exercise of reasonable diligence.

51. There are numerous other similarly situated employees and former employees of Navmar who have been improperly compensated in violation of the FLSA and who would benefit from the issuance of Court-supervised notice of the present action and the opportunity to

join the present action. Those similarly situated employees are known to Navmar and are readily identifiable and locatable through its records. All employees and former employees who have been employed by Navmar as PGST Operators and who were not performing duties that qualified them to be exempt from the FLSA's requirement of overtime pay for work in excess of forty hours per workweek would benefit from Court-supervised notice and an opportunity to join the present action and should be so notified.

52. Navmar has engaged in a widespread pattern and practice of violating the provisions of the FLSA by failing to pay Ramos and all other similarly situated employees in accordance with those laws.

53. As a direct and proximate result of Navmar's violations of the FLSA, Ramos and all other similarly situated employees have suffered damages by failing to receive compensation to which they were entitled pursuant to those laws.

COUNT ONE
FAIR LABOR STANDARDS ACT – COLLECTIVE ACTION

54. Ramos repeats and realleges each and every allegation of the preceding paragraphs as though fully set forth herein.

55. Navmar engaged and continues to engage in a widespread pattern, policy, and practice of violating the FLSA, as detailed in this Collective Action Complaint.

56. At all times relevant hereto, Navmar is and has been an "employer" of Ramos and all other similarly situated employees within the meaning of § 203(d) of the FLSA.

57. At all times relevant hereto, Navmar is and has been an employer/enterprise engaged in interstate commerce and/or the production of goods for commerce within the meaning of §§ 206(a) and 207(a) of the FLSA.

58. At all times relevant hereto, Navmar employed and/or continues to employ Ramos and all other similarly situated employees within the meaning of the FLSA.

59. At all relevant times hereto, upon information and belief, Navmar has had gross revenues in excess of \$500,000.00.

60. Ramos consents in writing to be a party plaintiff to this action pursuant to Section 216(b) of the FLSA. Ramos' written Consent Form is attached hereto and incorporated by reference.

61. Because Navmar willfully violated the FLSA by misclassifying Ramos and all other similarly situated employees, a three-year (3) statute of limitations applies to such violations pursuant to Section 255 of the FLSA.

62. Navmar has willfully and intentionally engaged and continues to engage in a widespread pattern and practice of violating the provisions of the FLSA, as detailed herein, by misclassifying PGST Operators as "exempt" employees, thereby failing and refusing to pay the proper hourly wage computation of current and former PGST Operators, including Ramos and all other similarly situated employees, in accordance with § 206 and § 207 of the FLSA.

63. In typical workweeks, with the knowledge, permission, and mandate of their superiors and management at Navmar, Ramos and all other similarly situated employees work/worked forty hours, work/worked extra hours during such forty-hour weeks, and are/were not properly compensated for extra hours beyond forty hours they work/worked during those forty-hour weeks.

64. Within the Look-Back Period, Ramos and all other similarly situated employees typically work/worked more than forty hours each workweek, work/worked extra hours during

such forty-hour week, and are/were not properly compensated for extra hours beyond forty hours they work/worked during those forty-hour weeks.

65. For each workweek, Ramos and all other similarly situated employees record/recorded their hours worked in Navmar's computer timekeeping system.

66. Navmar's computer timekeeping system will show the many workweeks during which Ramos and all other similarly situated employees work/worked forty hours, work/worked extra hours during such forty-hour weeks, and are/were not properly compensated for extra hours beyond forty hours they work/worked during those forty-hour weeks.

67. Navmar's payroll records will show that Ramos and all other similarly situated employees were not properly paid for the extra hours in excess of forty per workweek for the many workweeks during which they work/worked more than forty hours.

68. At all times relevant hereto, Navmar had and has a policy and practice of refusing to pay wages for all hours worked as well as overtime compensation to Ramos and all other similarly situated employees for their hours worked in excess of forty hours per workweek.

69. More specifically, in typical workweeks Ramos and all other similarly situated employees work/worked forty hours, work/worked extra hours during such forty-hour weeks, and are/were not properly compensated for extra hours beyond forty hours they work/worked during those forty-hour weeks.

70. At all times relevant hereto, Navmar had and has a policy and practice of requiring Ramos and all other similarly situated employees to perform non-exempt duties without proper compensation and overtime compensation.

71. As a result of Navmar's willful failure to compensate its employees, including Ramos and all other similarly situated employees, at a rate not less than one and one-half (1.5)

times the regular rate of pay for work performed in excess of forty hours in a workweek, Navmar has willfully violated, and continues to willfully violate the FLSA.

72. As a result of Navmar's failure to record/report the full amount of time, Ramos and all other similarly situated employees worked/work and to compensate them for such time, Navmar has failed to make, keep, and preserve accurate records with respect to each of its employees sufficient to determine the wages, hours, and other conditions and practices of employment in violation of the FLSA.

73. As a result of Navmar's FLSA violations as detailed above, Ramos and all other similarly situated employees have suffered damages by being denied full wages and/or overtime compensation in accordance with the FLSA.

74. Navmar has not made a good faith effort to comply with the FLSA with respect to its compensation of Ramos and all other similarly situated employees.

75. As a direct and proximate result of Navmar's unlawful acts, Ramos and all other similarly situated employees have been deprived of wages and overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, interest, costs, attorney's fees, and other compensation pursuant to the FLSA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Marco Ramos, individually and on behalf of all other similarly situated employees, prays for the following relief:

(A) certification of this action as a collective action brought pursuant to Section 216(b) of the FLSA;

(B) a determination that the practices, policies, and patterns complained of herein are unlawful under the FLSA;

(C) an injunction against Navmar from engaging in each of the unlawful practices, policies, and patterns complained of herein, including enjoining Navmar from classifying Ramos and all other similarly situated employees as exempt under the FLSA;

(D) a designation of Ramos as a Class Representative;

(E) at the earliest possible time, an Order that Navmar be required to give notice, or that the Court issue such notice, to all Navmar employees in all locations within the United States and Puerto Rico during the three (3) years immediately preceding the filing of this action, who are or may be similarly situated to Ramos, informing them that this action has been filed, describing the nature of the allegations, and advising them of their right to opt-into this action if they worked at Navmar but were not paid proper wages and/or full overtime pay and benefits pursuant to Section 216(b) of the FLSA;

(F) an award of damages, in an amount to be determined at trial, including unpaid back-end and front-end wages as well as liquidated damages pursuant to the FLSA and regulations of the U.S. Department of Labor promulgated pursuant to the FLSA;

(G) penalties available under applicable law;

(H) pre- and post-judgment interest, as provided by law;

(I) reasonable attorney's fees and costs of suit, including expert fees; and

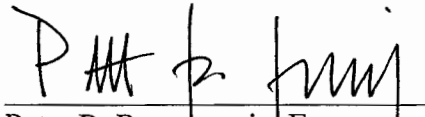
(J) such other legal and equitable relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Marco Ramos, individually and on behalf of all other similarly situated employees, demands a trial by jury on all claims and issues triable as a matter of right by a jury.

Dated: April 18, 2017

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Rosenzweig". The signature is written in a cursive style with a horizontal line underneath.

Peter R. Rosenzweig, Esq.
PA Bar No.: 81759
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Tel: (267) 443-4120
Facsimile: (215) 568-0140
prosenzweig@kleinbard.com

*Attorneys for Plaintiff Marco Ramos,
Individually and on Behalf of All Others
Similarly Situated*

CONSENT TO BECOME PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Navmar Applied Sciences Corporation and/or its owners, officers, subsidiaries, contractors, managers, shareholders and/or affiliates to pay me minimum wages and overtime wages as required under state and/or federal law, and also authorize the filing of this consent in the action(s) challenging such conduct. I authorize being named as the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.

Date: 4-17-2017

MARCO ANTONIO RAMOS
Printed Name


Signature

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1779
17-CV-1779

JS 44 (Rev. 08/16)

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
Marco Ramos, Individually and on Behalf of All Others Similarly Situated

DEFENDANTS
Navmar Applied Sciences Corporation

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

County of Residence of First Listed Defendant Bucks County, PA
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Peter Rosenzweig, Kleinbard LLC, 1650 Market Street, 46th Floor,
Philadelphia, PA 19013; (267) 443-4120

Attorneys (If Known)
TR

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)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 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 - 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. Sec. 201, et seq. ("FLSA")

Brief description of cause:
Claims under the FLSA for unpaid wages and overtime compensation

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$ 150,000.00

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

VIII. RELATED CASE(S) IF ANY

(see instructions):

JUDGE

DOCKET NUMBER

DATE
04/18/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

APR 18 2017

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 23013 DELCA WANE, WILDOMAR, CA 92595
Address of Defendant: 65 W. STREET ROAD, BLDG. C, WAREMINSTER, PA 18974
Place of Accident, Incident or Transaction: PENNSYLVANIA, WASHINGTON, GEORGIA, NORTH CAROLINA
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes [] No [x]
Does this case involve multidistrict litigation possibilities? Yes [] No [x]
RELATED CASE, IF ANY:
Case Number: Judge Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes [] No [x]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes [x] No []
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes [] No [x]
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes [] No [x]

CIVIL: (Place [x] in ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1. [] Indemnity Contract, Marine Contract, and All Other Contracts
2. [] FELA
3. [] Jones Act-Personal Injury
4. [] Antitrust
5. [] Patent
6. [] Labor-Management Relations
7. [] Civil Rights
8. [] Habeas Corpus
9. [] Securities Act(s) Cases
10. [] Social Security Review Cases
11. [x] All other Federal Question Cases (Please specify) FLSA

B. Diversity Jurisdiction Cases:

- 1. [] Insurance Contract and Other Contracts
2. [] Airplane Personal Injury
3. [] Assault, Defamation
4. [] Marine Personal Injury
5. [] Motor Vehicle Personal Injury
6. [] Other Personal Injury (Please specify)
7. [] Products Liability
8. [] Products Liability — Asbestos
9. [] All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, PETER ROSENZWEIG, counsel of record do hereby certify:
Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
Relief other than monetary damages is sought.

DATE: 4/18/17 PMA p. Finn Attorney-at-Law 81759 Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38. APR 18 2017

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 4/18/17 PMA p. Finn Attorney-at-Law 81759 Attorney I.D.#

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

MARCO DIAMOS, INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS SIMILARLY
SITUATED

v.

NAVIMAR APPLIED
SCIENCES CORPORATION

CIVIL ACTION

17 1779

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

()
(x)

4/18/17
Date
(267) 443-4120
Telephone

DMA Jr. KMMJ
Attorney-at-law
(215) 568-0140
FAX Number

PLAINTIFFS
Attorney for
PROSENZWEIG@KUEMBARD.COM
E-Mail Address

APR 18 2017

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Navmar Applied Sciences Defends Against Unpaid Overtime Claims](#)
