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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
DIVISION**

JORDAN SEIFFERT,)	
on Behalf of Himself)	JURY TRIAL DEMANDED
and All Others Similarly Situated,)	
)	
Plaintiffs,)	
)	
vs.)	Case no.:
)	
QWEST CORPORATION d/b/a)	
CENTURYLINK QC, and)	
CENTURYLINK)	
COMMUNICATIONS,)	
LLC)	
Defendant.)	

COMPLAINT
Collective Action under §216(b) of FLSA

Plaintiff Jordan Seiffert, on behalf of himself, and all others similarly situated, by and through counsel, for his Complaint against Defendant Qwest Corporation d/b/a CenturyLink QC and Defendant CenturyLink Communications, LLC (collectively “CenturyLink” or “Defendants”) states as follows:

PRELIMINARY STATEMENT

1. Plaintiff Jordan Seiffert is a former Engineer for CenturyLink. He performed manual and clerical tasks for which CenturyLink paid him a salary.
2. CenturyLink classified Plaintiff Seiffert and other Engineers as exempt “management” employees even though Plaintiff Seiffert never managed or supervised any employees.
3. CenturyLink is traded on the New York Stock Exchange under the symbol “CTL” and “is the second largest U.S. communications provider to global enterprise customers...[w]ith customers in more than 60 countries(.)” CenturyLink provides managed network services, which connects more than 350 metropolitan areas with more than 450,000 route miles of fiber network globally. *See* CenturyLink website: <http://www.centurylink.com/aboutus/companyinformation/> and <http://www.level3isnowcenturylink.com/-/media/ctl-merger/enctlcompanyoverview.pdf>.
4. This is a FLSA collective action brought by Individual and Representative Plaintiff Seiffert on his own behalf and on behalf of the proposed nationwide class.
5. Plaintiff Seiffert and the Engineer putative class members are or were employed by CenturyLink as “Engineer Is” and/or “Engineer IIs” in the

Global Ops & Shared Services – Engineering & Construction Business Unit and other like jobs with similar job titles (collectively “Engineers”)¹, who were denied overtime as required by federal wage and hour laws (“Engineer FLSA Collective Class”). These employees are similarly situated under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b).

6. The Engineer FLSA Collective Class is made up of all persons who are or have been employed by CenturyLink as “Engineer Is” and/or “Engineer IIs” in the Global Ops & Shared Services – Engineering & Construction Business Unit, regardless of actual title, (collectively as “Engineers”) and whom CenturyLink classified as “exempt” from FLSA overtime requirements, within the United States at any time within the last three years (the “Collective Period”).
7. During the Collective Period, CenturyLink failed to pay overtime compensation to Plaintiff and each member of the Engineer FLSA Collective Class.
8. CenturyLink’s failure to pay overtime compensation to each member of this Collective Class violates federal law. Plaintiff seeks relief for the Engineer FLSA Collective Class under the FLSA to remedy CenturyLink’s failure to

¹ Throughout this Complaint, Plaintiff refers to these Engineers (I & II) collectively as “Engineers.”

pay all wages due, pay overtime compensation, and maintain accurate time records.

9. Until recently, CenturyLink's policy and practice was to deny earned wages including overtime pay to its Engineers. In particular, CenturyLink required these employees to perform work in excess of forty (40) hours per week, but failed to pay them overtime by illegally classifying all such employees as exempt from the overtime requirements.
10. CenturyLink operated under a scheme to deprive these employees of overtime compensation by failing to properly compensate them for all hours worked. CenturyLink represented to its employees and the public that its Engineers are "management" employees, when CenturyLink knows these employees do not supervise other employees.
11. CenturyLink's deliberate illegal classification of its Engineers as exempt from the overtime requirements resulted in CenturyLink willfully violating the FLSA.

PARTIES

12. Plaintiff Jordan Seiffert worked for CenturyLink as an Engineer in Montana from about December 20, 2015 to December 19, 2016. Prior to that, Plaintiff Seiffert worked for CenturyLink as an Engineer in Anoka, Minnesota from about March 2011 to December 2015. Plaintiff Seiffert's

Consent to become a Party Plaintiff pursuant to 29 U.S.C. § 216(b) is attached as an exhibit.

13. Defendant Qwest Corporation d/b/a CenturyLink QC is a Colorado corporation with its principal office located at 100 CenturyLink Dr., Monroe, LA. Defendant Qwest Corporation d/b/a CenturyLink QC physically does business in this judicial district and also nationwide thru the internet and other media.
14. Defendant CenturyLink Communications, LLC is a Delaware limited liability company with its principal office located at 100 CenturyLink Dr., Monroe, LA. Defendant CenturyLink Communications, LLC physically does business in this judicial district and also nationwide thru the internet and other media.

JURISDICTION AND VENUE

15. This Court has original federal question jurisdiction under 28 U.S.C. § 1331 for the claims brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*
16. The United States District Court for the District of Montana has personal jurisdiction because CenturyLink conducts business within this District.
17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), inasmuch as CenturyLink has offices, conducts business, and can be found in this

District, and the causes of action set forth herein have arisen and occurred in part in this District. Venue is also proper under 29 U.S.C. §1132(e)(2) because CenturyLink has substantial business contacts within the state of Montana.

FACTUAL ALLEGATIONS

18. CenturyLink (NYSE: CTL) is the “second largest U.S. communications provider to global enterprise customers. With customers in more than 60 countries and an intense focus on the customer experience, CenturyLink strives to be the world’s best networking company by solving customers’ increased demand for reliable and secure connections. The company also serves as its customers’ trusted partner, helping them manage increased network and IT complexity and providing managed network and cyber security solutions that help protect their business.” *See* CenturyLink’s website at <http://www.centurylink.com/aboutus/company-information.html>.
19. At all relevant times, Defendant Qwest Corporation d/b/a CenturyLink QC has been, and continues to be, an “employer” engaged in interstate “commerce” and/or in the production of “goods” for “commerce” within the meaning of the FLSA, 29 U.S.C. § 203.
20. At all relevant times, Defendant CenturyLink Communications, LLC has been, and continues to be, an “employer” engaged in interstate “commerce”

and/or in the production of “goods” for “commerce” within the meaning of the FLSA, 29 U.S.C. § 203.

21. At all relevant times, CenturyLink employed, and/or continues to employ, “employee[s],” including Plaintiffs and all similarly situated employees.
22. At all relevant times, Defendant Qwest Corporation d/b/a CenturyLink QC has had gross operating revenues in excess of \$500,000.00, which is the threshold test for the “enterprise” requirement under the FLSA.
23. At all relevant times, Defendant CenturyLink Communications, LLC has had gross operating revenues in excess of \$500,000.00, which is the threshold test for the “enterprise” requirement under the FLSA.

Engineers

24. CenturyLink paid Plaintiff Seiffert and other Engineers a salary with bonus eligibility without paying them overtime compensation.
25. CenturyLink uniformly applied its salary and bonus payment structure to all Engineers.
26. Defendant suffered and permitted Plaintiff Seiffert and other Engineers to work more than forty hours per week without overtime compensation for all overtime hours worked.
27. For example, while an Engineer, Plaintiff Seiffert’s schedule fluctuated from day-to-day. However, his regular schedule had him working Mondays

through Fridays, generally from 8 am until 5 pm. Additionally, Plaintiff Seiffert typically worked an additional 1-2 hours each weekday evening. And, Plaintiff Seiffert also worked approximately 2 weekends every month, averaging 6-8 hours on each occasion of weekend work. As such, during this time period, Plaintiff Seiffert's regular schedule had him working an average of 50-55 hours per week.

28. However, Defendant only paid Plaintiff Seiffert for his first forty hours worked, failing to pay him at any rate of pay, let alone his regular rate of pay or his overtime rate of pay, for the extra approximately 10-15 overtime hours that he worked per week.
29. CenturyLink knows and/or knew Plaintiff Seiffert and other Engineers worked more than forty hours in a week because CenturyLink expected Plaintiff Seiffert and other Engineers to be available to work and answer emails from CenturyLink management employees in the evenings and on weekends.
30. Further, CenturyLink knows and/or knew Plaintiff Seiffert and other Engineers worked more than 40 hours per week because they documented much of their work time in CenturyLink's timekeeping system.

31. CenturyLink uniformly misrepresented to Plaintiff Seiffert and other Engineers that they were exempt “management” employees and therefore ineligible to receive overtime pay.
32. CenturyLink treated Plaintiff Seiffert and other Engineers as exempt employees and therefore did not pay them overtime compensation even though they worked overtime hours. Until approximately February 2018, Defendant uniformly applied this policy and practice to all Engineers.
33. In reality, Plaintiff Seiffert and other Engineers are and were non-exempt employees who are and were entitled to overtime pay.
34. Plaintiff Seiffert and other Engineers (I & II) work shoulder to shoulder and perform the same or similar job duties, with the same or similar job function, reporting to the same managers, with the same job performance expectations, and were subject to Defendant’s same misclassification of their position as “exempt”—and recent reclassification of their position as “nonexempt”—from the FLSA’s overtime requirements.
35. In or around February 2018, Defendant reclassified all its Engineers (I & II) as non-exempt employees, entitled to overtime pay for hours worked in excess of forty (40) in a workweek.

36. CenturyLink is in the business of communication services. Plaintiff Seiffert's and other Engineers' work is and was directly related to providing these communication services.
37. Plaintiff Seiffert and Engineers did not regularly supervise the work of two or more employees.
38. Plaintiff Seiffert and Engineers did not regularly did not exercise discretion and independent judgment as to matters of significance or perform office work related to CenturyLink's general business operations or its customers.
39. Plaintiff Seiffert and Engineers had no advance knowledge in a field of science or learning which required specialized instruction that was required to perform the job.
40. CenturyLink did not pay Plaintiff Seiffert and other Engineers on an hourly basis.
41. CenturyLink did not require that Plaintiff Seiffert and other Engineers have a professional degree or license to perform the job.
42. All Engineers are similarly situated in that they share common job duties and descriptions, and were all subject to CenturyLink's policy and practice that designated them as exempt and thus they all performed work without overtime compensation.

43. Because CenturyLink did not pay Plaintiff Seiffert and other Engineers for all the hours they worked including overtime hours, CenturyLink's wage statements did not accurately reflect all hours Plaintiff Seiffert and other Engineers worked.
44. CenturyLink did not pay Plaintiff Seiffert and other Engineers overtime pay for hours they worked in excess of 40 hours per week.
45. Accordingly, CenturyLink did not provide Plaintiff Seiffert and other Engineers with all compensation owed to them, including their unpaid overtime, at the time they separated.

CenturyLink's Liability

46. CenturyLink is aware of wage and hour laws, as evidenced by the fact that they provide overtime compensation to other employees who are not Engineers.
47. CenturyLink acknowledged its legal obligation to comply with the FLSA's overtime requirement when, in or around February 2018, it uniformly reclassified all its Engineers as non-exempt employees, entitled to overtime premiums for hours worked in excess of forty (40) in each workweek.
48. CenturyLink was previously sued for its failure to pay overtime premiums to its Engineers (I & II), in *Grady v. CenturyLink Communications, LLC*, No. CV-15-85-BLG-BMM (D. Mont.). On July 28, 2016, Judge Brian Morris

conditionally certified the *Grady* case as a FLSA collective action. (Doc. 55). The Parties subsequently settled the *Grady* case. (Doc. 103).

49. CenturyLink's unlawful conduct has been widespread, repeated and consistent.
50. CenturyLink's conduct, as set forth in this Complaint, was willful and not in good faith, and has caused significant damages to Plaintiff and other Engineers.
51. CenturyLink is liable under the FLSA for failing to properly compensate Plaintiff and the Engineer FLSA Collective Class, and as such, notice should be sent to the FLSA Collective Class. There are numerous similarly situated, current and former employees of CenturyLink who have been denied overtime pay in violation of the FLSA who would benefit from the issuance of a Court supervised notice of the present lawsuit and the opportunity to join. Those similarly situated employees are known to CenturyLink and are readily identifiable through CenturyLink's records.

COUNT I

Collective Action under §216(b) of the FAIR LABOR STANDARDS ACT Overtime Claims – Engineer I FLSA Collective Class

52. Plaintiff hereby incorporates by reference the foregoing paragraphs of this Complaint into this count.

53. The FLSA requires each covered employer such as Defendant to compensate all non-exempt employees at a rate of not less than one and one-half times the regular rate of pay for work performed in excess of forty hours per work week.
54. Plaintiff Seiffert and the Engineer FLSA Collective Class are entitled to be paid overtime compensation for all overtime hours worked.
55. Defendant, pursuant to its policies and practices, failed and refused to pay overtime premiums to Plaintiff Seiffert and the Engineer FLSA Collective Class for all of their overtime hours worked.
56. Defendant violated the FLSA, 29 U.S.C. § 201 *et seq.*, by failing to compensate Plaintiff Seiffert and the Engineer FLSA Collective Class for overtime compensation.
57. Plaintiff Seiffert and the Engineer FLSA Collective Class do not or did not perform job duties or tasks that permit them to be exempt from overtime compensation as required under the FLSA.
58. By failing to record, report, and/or preserve records of all hours worked by Plaintiff Seiffert and the Engineer FLSA Collective Class, Defendant failed to make, keep, and preserve records with respect to each of their employees sufficient to determine their wages, hours, and other conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201 *et seq.*

59. The foregoing conduct, as alleged herein, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).
60. Plaintiff Seiffert, on behalf of himself and the Engineer FLSA Collective Class, seek damages in the amount of all respective unpaid overtime compensations at a rate of one and one-half times the regular rate of pay for work performed in excess of forty hours in a work week, plus liquidated damages as provided by the FLSA, 29 U.S.C. § 216(b), interest, and such other legal and equitable relief as the Court deems just and proper.
61. Plaintiff Seiffert, on behalf of himself and the Engineer FLSA Collective Class seek recovery of all attorneys' fees, costs, and expenses of this action, to be paid by Defendant, as provided by the FLSA, 29 U.S.C. § 216(b).

WHEREFORE, Plaintiff, on behalf of himself and all members of the Engineer FLSA Collective Class, pray for relief as follows:

A. Designation of this action as a collective action on behalf of the Engineer FLSA Collective Class, and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective Class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);

- B. A declaration that Defendant is financially responsible for notifying the FLSA Collective Class of its alleged wage and hour violations;
- C. Judgment against Defendant for an amount equal to Plaintiff's and the FLSA Collective Members' unpaid overtime wages at the applicable rates;
- D. A finding that Defendant's conduct was willful;
- E. An equal amount to the unpaid overtime wages as liquidated damages;
- F. All costs and attorneys' fees incurred prosecuting these claims, including expert fees;
- G. Pre-judgment and post-judgment interest, as provided by law; and
- H. Such further relief as the Court deems just and equitable.

Demand for Jury Trial

Plaintiff, individually and behalf of all other similarly situated, hereby demands a jury trial on all causes of action and claims with respect to which he has a right to jury trial pursuant to Federal Rule of Civil Procedure 38(b).

Dated: April 30, 2018

Respectfully Submitted,

/s/ Philip McGrady

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Pro Hac Vice Motion Forthcoming

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Attorneys for Plaintiffs

CONSENT TO JOIN LITIGATION

Fair Labor Standards Act of 1938, 29 U.S.C. 216(b)

I hereby consent to initiate and participate in litigation seeking unpaid wages and overtime against Qwest Communications d/b/a/ CenturyLink QC, CenturyLink Communications, LLC, and their affiliates, parents, subsidiaries, and successors (“CenturyLink”). For purposes of pursuing my unpaid wage and overtime claims against CenturyLink, I choose to be represented by Davis George Mook LLC, Rowdy Meeks Legal Group LLC and other attorneys with whom they may associate.

Date: 2/19/2018

DocuSigned by:
Signature Jordan Seiffert
05DCD69A6A99484...

Printed Name: Jordan Seiffert

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.)

<p>I. (a) PLAINTIFFS Seiffert, Jordan</p> <p>(b) County of Residence of First Listed Plaintiff _____ <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Philip McGrady 309 Wisconsin Ave. Whitefish, MT 59937 406-322-8647</p>	<p>DEFENDANTS Qwest Corporation d/b/a/ CenturyLink QC CenturyLink Communications, LLC</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		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
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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	<p>PERSONAL INJURY</p> <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	<p>PERSONAL INJURY</p> <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 <p>PERSONAL PROPERTY</p> <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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<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
<p>REAL PROPERTY</p> <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	<p>CIVIL RIGHTS</p> <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	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <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 <p>Other:</p> <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	<p>LABOR</p> <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	<p>SOCIAL SECURITY</p> <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))
			<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN *(Place an "X" in One Box Only)*

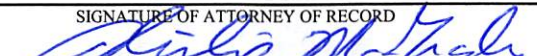
1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

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. 216(b)

Brief description of cause:
FLSA Collective Action to recover unpaid overtime wages

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE Judge Brian Morris DOCKET NUMBER 1:15-cv-00085-BMM

DATE 04/30/2018 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
District of Montana

JORDAN SEIFFERT, on Behalf of Himself and All
Others Similarly Situated,

Plaintiff(s)

v.

QWEST CORPORATION d/b/a CENTURYLINK QC,
and CENTURYLINK COMMUNICATIONS, LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CENTURYLINK COMMUNICATIONS, LLC
c/o Registered Agent: CT Corporation
3011 American Way
Missoula, MT 59808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Philip McGrady
McGrady Law
Whitefish, MT 59937

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Montana

JORDAN SEIFFERT, on Behalf of Himself and All
Others Similarly Situated,

Plaintiff(s)

v.

QWEST CORPORATION d/b/a CENTURYLINK QC,
and CENTURYLINK COMMUNICATIONS, LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Qwest Corporation d/b/a CenturyLink QC
c/o Registered Agent: CT Corporation
3011 American Way
Missoula, MT 59808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Philip McGrady
McGrady Law
Whitefish, MT 59937

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

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My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Qwest Corporation, CenturyLink Named in Former Engineer's Wage and Hour Suit](#)
