

**KYLE IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA**

	:	
KYLE STEWART, on behalf	:	
of himself and others similarly situated,	:	
	:	
Plaintiff,	:	COLLECTIVE ACTION
v.	:	JURY TRIAL DEMANDED
	:	
AMAZON.COM, LLC,	:	
AMAZON LOGISTICS, INC., and	:	
ON THE GO EXPRESS, LLC,	:	
	:	
Defendants.	:	

COLLECTIVE ACTION COMPLAINT

Plaintiff Kyle Stewart (“Plaintiff”) through his undersigned counsel, individually, and on behalf of all persons similarly situated, files this Collective Action Complaint (“Complaint”) against Defendants Amazon.com, LLC, Amazon Logistics, Inc., and On the Go Express, LLC (collectively, “Defendants”), seeking all available remedies under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*

The following allegations are based on personal knowledge as to Plaintiff’s own conduct and are made on information and belief as to the acts of others.

INTRODUCTION

1. This case is about Defendants Amazon.com, LLC, Amazon Logistics, Inc. (together “Amazon”)’s unlawful scheme to attempt to avoid responsibility for paying its Drivers in accordance with federal wage and hour laws by attempting to contract out that responsibility to third-party Delivery Service Providers, such as Defendant On the GO Express, LLC (“On the Go”).

2. While Amazon controls the work activities, conditions and management of the Drivers, and tracks each package that is delivered by its Drivers using Amazon’s sophisticated

“Rabbit” technology, it denies that it is a joint employer of Plaintiff and Drivers.

3. Drivers who deliver Amazon’s packages but are paid through On the Go are paid a day rate and are not paid for all time worked, including overtime that is required to deliver hundreds of Amazon packages each day.

JURISDICTION AND VENUE

4. Jurisdiction over Plaintiff’s FLSA claim is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

5. Venue in this Court is proper pursuant to 28 U.S.C. § 1391. Defendants reside in and conduct business in this District.

PARTIES

6. Plaintiff Kyle Stewart is a citizen of Georgia and resides in Atlanta, Georgia. Plaintiff has worked for Defendants as a Driver in Georgia from September 2018 to the present. Pursuant to 29 U.S.C. § 216(b), Plaintiff has consented to be a plaintiff in this action. *See Ex. A.*

7. Defendant Amazon.com, LLC is a limited liability company with principal offices in Seattle, Washington, which operates throughout the United States, including this Judicial District.

8. Defendant Amazon Logistics, Inc. is a corporation with principal offices in Seattle, Washington, which operates throughout the United States, including this Judicial District.

9. Defendant On the Go Express, LLC (“On the Go”) is a limited liability company organized under the laws of Georgia with principal offices in Atlanta, Georgia. On the Go provides Drivers to Amazon as a Delivery Service Provider.

10. The unlawful acts alleged in this Complaint were committed by Defendants and/or Defendants’ officers, agents, employees, or representatives, while actively engaged in the management of Defendants’ businesses or affairs and with the authorization of the Defendants.

11. During times relevant, Plaintiff is an employee of Defendants and is covered by the FLSA.

12. Defendants are employers covered by the FLSA.

13. Defendants employ individuals, including Drivers, in Florida, Tennessee, North Carolina, and Georgia, as well as potentially other states.

14. Defendants employ individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as described by 29 U.S.C. §§ 206-207.

15. Defendants' annual gross sales exceed \$500,000.

COLLECTIVE DEFINITION

16. Plaintiff brings Count I of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b), as a collective action on behalf of himself and the following class:

All current and former drivers who were paid by Defendant On the Go Express, LLC to deliver packages for Amazon in the United States during the applicable limitations period (the "FLSA Collective").

17. Plaintiff reserves the right to redefine the FLSA Collective prior to notice or certification, and thereafter, as may be warranted or necessary.

FACTS

Defendants Are Joint Employers

18. At all relevant times, Amazon has been affiliated with and/or operating with On the GO with respect to the Plaintiff and other similarly situated employees such that Amazon, on the one hand, and On the GO, on the other, are the "joint employers" of the Plaintiff and other similarly situated employees.

19. On the Go operates a carrier and logistics business in providing vehicles and drivers

to deliver goods on behalf of Defendant Amazon.com and its affiliates. The goods are purchased by customers using Defendant Amazon.com, LLC's digital platform (the Amazon.com website).

20. "We are a delivery service provider for Amazon, the most well recognized e-commerce site worldwide. We provided non-stop outstanding customer service 7 days a week. Each [Driver] is a direct representation of not only our Company but a direct representative to Amazon's Customers every day."

21. Amazon.com, LLC is an e-commerce company and one of the largest – if not the largest – internet retailers in the world, operating the website www.amazon.com. As of June 6, 2018, *Forbes* estimated the net worth of Amazon.com to be as much as \$777.8 billion.

22. Amazon Logistics, Inc. is a subsidiary of Defendant Amazon.com, LLC (together, "Amazon"), which advertises for and provides Drivers for Amazon.com deliveries. Amazon Logistics, Inc. works with delivery providers ("Delivery Service Providers") to deliver packages from a central location to an Amazon.com customer.

23. Amazon provides Delivery Service Providers, like On the Go, with exclusive deals on Amazon-branded vans, comprehensive insurance and other services. Amazon Logistics, Getting Started <<https://logistics.amazon.com/marketing/getting-started>> (last visited Nov. 21, 2018). Amazon also provides access to vehicle maintenance, fuel program, professional uniforms, recruitment tools, payroll, tax, and accounting services, health and employees benefits, and legal support.

24. Amazon conducts criminal background checks on potential Drivers.

25. Drivers may not be hired until Amazon approves the criminal background screen.

26. Amazon does not require their Delivery Service Providers to have any logistics experience. In part, because Amazon provides technological and logistical expertise to the Delivery

Service Provider.

27. Delivery Service Provider startup costs start as low as \$10,000.00 because Amazon provides "...exclusive discounts on a suite of assets and services..." Amazon Logistics, Brochure, The Opportunity to Lead <https://d3a8hw3k243rpe.cloudfront.net/static-assets/Download_Brochure.pdf> (last visited Nov. 21, 2018).

28. Amazon provides consistent coaching and support, an operation manual, driver assistance, and a dedicated account manager to each Delivery Service Provider.

29. Delivery Service Providers also interact on a daily basis with Amazon's account manager, on-road assistance team and Amazon delivery station personnel.

30. Most Delivery Service Providers work exclusively delivering Amazon packages.

31. On the Go is a Delivery Service Provider for Amazon.

32. On the Go provides Drivers to deliver Amazon's packages.

33. The principals of the Delivery Service Providers, such as On the GO, are required to undergo three-week hands-on training, including but not limited to education on the Amazon-provided delivery equipment, the daily processes at an Amazon delivery facility, and assist in sorting and loading packages.

34. Delivery Service Providers are given access to Amazon's technology training resources, videos, and delivery data.

35. Amazon also supplies Delivery Service Providers, such as On the Go, with business tools to assist with planning, daily operations, routing guidance, and customer service.

36. Amazon pays Delivery Service Providers, including On the GO, pursuant to its standard Delivery Provider Terms of Service.

37. While Delivery Service Providers pay the Drivers from the amounts Amazon pays

them, Amazon has both influence and control over how Drivers are paid. For example, based on a recent news report of a “leaked internal email,” Amazon is in the process of “making major changes to how some delivery drivers are paid to ‘enable transparency and accuracy of pay’,” including “prohibit[ing] [Delivery Service Providers] from paying drivers a flat daily rate.” See Hayley Peterson, *Leaked email reveals Amazon is changing how delivery drivers are paid following reports of missing wages*, BUSINESS INSIDER, Oct. 2, 2018, <https://www.businessinsider.com/amazon-changes-delivery-pay-practices-following-missing-wage-reports-2018-10>.

38. Amazon supervises and controls the work activities, work schedules, conditions and management of Drivers, such as Plaintiff.

39. On the Go’s Smyrna, Georgia location is located within one of Defendant Amazon.com, LLC’s fulfillment centers, which is controlled and operated by Amazon.

40. On information and belief, On the Go’s Florida, Tennessee, and North Carolina locations are also located within one of Amazon.com, LLC’s fulfillment centers, which are controlled and operated by Amazon.

41. The mandatory training, conducted by Amazon, covers Amazon’s policies and procedures, including but not limited to: how to scan a package; how to use Amazon’s handheld GPS-tracking device, known as a “Rabbit”; and how to drop packages off in compliance with Amazon’s policies, procedures and concession rates (the failure to properly deliver a package).

42. Amazon, through its Coretex system, tracks and monitors Drivers’ job performance. Every day, Amazon sends an email documenting each Driver’s job performance.

43. On information and belief, Amazon disciplines Drivers for violations of their policies and procedures.

44. Throughout their employment with Defendants, Drivers are subject to additional

training by Amazon in complying with its operational procedures and in meeting its work expectations.

45. If a Driver fails to meet Amazon's expectations, they are terminated.

46. As required by Amazon, On the Go provides Drivers, such as the Plaintiff and other Drivers, with a vehicle.

47. While the vehicles used by Drivers are provided by On the Go, those vehicles must adhere to Amazon's requirements. Vehicles and must be "cargo vans with at least 300 cubic feet of cargo capacity." Amazon Logistics, Inc., Frequently Asked Questions, Requirements <<https://logistics.amazon.com/>> (last visited Nov. 22, 2017).

48. Amazon sets the requirements of what vehicle must be used for deliveries.

49. The vehicles are branded with Amazon's logo.

50. The vehicles provided to Drivers by On the Go weigh less than 10,000 pounds.

51. Drivers are provided with and are required to use an Amazon.com "Rabbit," a handheld device that provides the addresses of Amazon.com customers. The "Rabbit" is also used for navigation assistance, package scanning, and as a phone. The "Rabbit" also allows Amazon to contact and track a Driver's movement and work progress.

52. Amazon has direct access to the "Rabbit" devices, which are given to and used by each Driver.

53. Amazon sets the delivery route that the Driver will complete.

54. Amazon assigns and provides routes to Delivery Service Providers, including On the Go.

55. Amazon also dictates the hours of delivery in which a Driver may deliver a package.

The Nature of Plaintiff and Drivers' Work for Defendants

56. Plaintiff has been employed as a Driver since September 2018 in Defendants' Smyrna, Georgia location, making deliveries of packages on behalf of Amazon.

57. Plaintiff and other Drivers begin their shifts once they arrive at On the Go's off-site facility located at 3757 Floyd Road, Austell, Georgia to pick up their assigned vehicle, get their assigned route, rabbit, and gas card.

58. The two facilities are approximately 6.6 miles from each and other and it takes the Plaintiff and other Drivers approximately eleven (11) to twenty-five (25) minutes to travel between the facilities depending on the amount of traffic.

59. Plaintiff and other Drivers are required to check in with Amazon employees when they arrive and leave the Smyrna, Georgia Amazon facility.

60. Plaintiff and other Collective Members are regularly scheduled to work six (6) to seven (7) days per week, with shifts that are scheduled for ten (10) hours.

61. Although shifts are scheduled for ten (10) hours per day, all of the work-related activities that Plaintiff and Drivers are required to and do perform often takes ten or more hours per day to complete.

62. Plaintiff regularly works more than forty (40) hours a week. Plaintiff observes that other Collective Members routinely work similar hours.

63. On average, Plaintiff delivers between approximately 150-250 Amazon packages per shift. Plaintiff observed that other Collective Members routinely deliver a similar number of packages.

64. Even after Plaintiff and other Collective Members finish delivering their assigned packages, Defendants require them to "rescue" other Drivers by going to meet another Driver in the

field to deliver some of their packages. Plaintiff has been directed to “rescue” other Drivers and has observed other Collectives Members rescue other Drivers.

65. Upon return to the Amazon warehouse, the Plaintiff and other Drivers must unload their vehicles and check in with Amazon employees concerning the days’ route.

66. After leaving this Amazon facility, Plaintiff and the Collective members had to refuel the van and park it at the off-site location.

67. Plaintiff is not provided lunch breaks. Accordingly, Plaintiff routinely works through his lunch without extra pay and he is unable to take short breaks due to the high volume of deliveries. In fact, the Plaintiff has to relieve himself in bottles during his route.

68. Plaintiff observes other Collective Members routinely work similar schedules. Defendants were not only aware of and permitted this practice, but the work schedules and conditions imposed by Defendants effectively required this practice.

Drivers Are Paid on a Day Rate Basis

69. Drivers are paid a flat day rate regardless of how many hours they actually work.

70. A job posting stated that they paid Drivers “\$140.00 a day.”

71. For example, Plaintiff is paid a flat rate of \$160.00 per day.

72. Plaintiff observed other Drivers are also paid a day rate.

73. Defendants also pay Plaintiff and Collective Members other forms of compensation for services, including without limitation, non-discretionary bonuses.

74. Plaintiff and other Drivers regularly work more than 40 hours per week.

75. Plaintiff and other Drivers regularly work six (6) to seven (7) days per week.

76. Defendants do not keep track of the actual number of hours that Plaintiff and Drivers work.

77. Defendants do not pay Plaintiff or Drivers overtime for all hours worked in excess of forty in a workweek.

78. Defendants pay their Drivers, such Plaintiff and other Collective Members, pursuant to the same unlawful day rate pay policy, without paying overtime for work performed amounting to more than forty hours per week.

79. Defendants pay Plaintiff and Collective Members their flat sum for days that they work regardless of the number of hours worked, and do not pay additional overtime compensation. *See Hickman v. TL Transportation, LLC*, 317 F. Supp. 3d 890 (E.D. Pa. 2018) (granting summary judgment to the plaintiff in holding that a similar day rate scheme by a Delivery Service Provider violated the FLSA).

80. Plaintiff and the FLSA Collective compensated on a daily rate pay basis, and are not paid overtime as required by law.

Defendants' Failure to Properly Pay Drivers Is Willful

81. Defendants' actions in violation of the FLSA are made willfully in an effort to avoid liability under the FLSA.

82. Amazon relies on DSPs, such as On the Go for the essential services of getting its goods from its warehouses to its customer's doors as quickly as possible, yet Amazon attempts to shield itself from liability for wage and hour violations by using thinly capitalized companies, such as On the Go, to provide the employees who perform this work.

83. Amazon attempts to hide behind these DSPs and use a joint employer defense rather than making sure the employees who perform these services are compensated in accordance with the law.

84. Notwithstanding that it is plainly unlawful to pay a non-exempt employee a day rate

without overtime compensation, and despite the fact that another federal court has found that such a pay scheme paid by a DSP of Amazon is unlawful, Defendants continue to pay Drivers in such an unlawful manner. *See Hickman v. TL Transportation, LLC*, 317 F. Supp. 3d 890 (E.D. Pa. 2018).

85. In addition, despite tracking Amazon's packages to the second, Defendants have failed to make, keep and preserve records with respect to the Plaintiff and other members of the FLSA Collective sufficient to determine their lawful wages, actual hours worked and other conditions of employment as required by federal and state law. *See* 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c) (requiring employers to maintain payroll records for three years and time sheets for two years, including the exact number of hours worked each day and each week).

86. Even though the FLSA entitles day-rate and hourly employees to overtime premium compensation for hours worked over 40 per week, Defendants do not pay their Drivers, such as the Plaintiff, any extra overtime premium compensation for their overtime hours worked.

87. Defendants knew or absent their own recklessness should have known that the Plaintiff and Collective Members were entitled to such overtime premiums.

88. By failing to pay the overtime premium to the Plaintiff and other Drivers, Defendants have acted willfully and with reckless disregard of clearly applicable FLSA provisions.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

89. Plaintiff brings this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Collective defined above.

90. Plaintiff desires to pursue his FLSA claim on behalf of any individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

91. Plaintiff and the FLSA Collective are "similarly situated," as that term is used in

29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Defendants' previously described common pay practices and, as a result of such practices, were not paid the full and legally mandated overtime premium for hours worked over forty (40) during the workweek. Resolution of this action requires inquiry into common facts, including, *inter alia*, Defendants' common compensation, timekeeping and payroll practices.

92. Specifically, Defendants failed to pay overtime at time and a half (1½) the employee's regular rate as required by the FLSA for hours worked in excess of forty (40) per workweek.

93. The similarly situated employees are known to Defendants and are readily identifiable and may be located through Defendants' business records and the records of any payroll companies Defendants use.

94. Defendants employ many FLSA Collective Members throughout the United States. These similarly situated employees may be readily notified of the instant litigation through direct means, such U.S. mail and/or other appropriate means, and should be allowed to opt into it pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their similar claims for overtime and other compensation violations, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

COUNT I
Violation of the FLSA
(On Behalf of Plaintiff and the FLSA Collective)

95. All previous paragraphs are incorporated as though fully set forth herein.

96. The FLSA requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1½) times the regular rate at which he is employed. *See* 29 U.S.C. § 207(a)(1).

97. Defendants are subject to the wage requirements of the FLSA because each of the Defendants is an “employer” under 29 U.S.C. § 203(d).

98. At all relevant times, each of the Defendants were, and continue 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.

99. During all relevant times, the members of FLSA Collective, including the Plaintiff, were covered employees entitled to the above-described FLSA’s protections. *See* 29 U.S.C. § 203(e).

100. Plaintiff and the FLSA Collective are not exempt from the requirements of the FLSA.

101. Plaintiff and the FLSA Collective are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek.

102. Defendants’ compensation scheme applicable to the Plaintiff and the FLSA Collective failed to comply with either 29 U.S.C. § 207(a)(1) or 29 C.F.R. § 778.112.

103. Defendants knowingly failed to compensate the Plaintiff and the FLSA Collective at a rate of one and one-half (1½) times their regular hourly wage for hours worked in excess of forty (40) hours per week.

104. Defendants also failed to create, keep and preserve records with respect to work performed by the Plaintiff and the FLSA Collective sufficient to determine their wages, hours and other conditions of employment in violation of the FLSA, 29 U.S.C.A. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

105. In violating the FLSA, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief on behalf of themselves and all others similarly situated:

- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Collective members;
- c. Back pay damages (including unpaid overtime compensation, unpaid spread of hours payments and unpaid wages) and prejudgment interest to the fullest extent permitted under the law;
- d. Liquidated damages to the fullest extent permitted under the law;
- e. Litigation costs, expenses and attorneys' fees to the fullest extent permitted under the law; and
- f. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury for all issues of fact.

Dated: December 19, 2018

Respectfully submitted,

/s/ E. Michelle Drake
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*Attorneys for the Plaintiff and the
Proposed FLSA Collective*

Exhibit A

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)


1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (“FLSA”) arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., ON THE GO EXPRESS, LLC. and/or related entities and individuals (“Amazon/On The Go Express”).

2. I worked for Amazon/ On The Go Express from on or about 09/2018 (month, year) to on or about 12/2018 (month, year). During this time, I worked for Amazon/On The Go Express in the following state(s): Georgia.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and “opt in” to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, PA 19103 (together “Plaintiff’s Counsel”), to represent me for all purposes in this action or any subsequent action against Amazon/On The Go Express.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff’s Counsel concerning attorneys’ fees and costs, and all other matters pertaining to this lawsuit.

Signature:  0DB8F21AE9B74DB...
Date: 12/18/2018
Name: Kyle Stewart
Address: [REDACTED]
Telephone: [REDACTED]
E-Mail: [REDACTED]

COMPLETE AND RETURN TO:
BERGER MONTAGUE PC
ATTN: Alex Grayson
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel: (215) 875-3033
Fax: (215) 875-4604
Email: agrayson@bm.net

CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

KYLE STEWART, on behalf of himself and others similarly situated,

DEFENDANT(S)

AMAZON.COM, LLC, AMAZON LOGISTICS, INC., and ON THE GO EXPRESS, LLC,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Cobb County, GA (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT King County, WA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

E. Michelle Drake
Berger Montague PC, 43 SE Main Street, Suite 505
Minneapolis, MN 55414
Tel.: (612) 594-5999; emdrake@bm.net

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. GOVERNMENT PLAINTIFF
2 U.S. GOVERNMENT DEFENDANT
3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
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) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. 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 District)
6 MULTIDISTRICT LITIGATION - TRANSFER
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Unpaid overtime compensation under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex.
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence.
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EML. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI-TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____
 JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.


 SIGNATURE OF ATTORNEY OF RECORD

December 19, 2018

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Amazon.com, On the Go Express Hit with Driver's Wage and Hour Lawsuit in Georgia](#)
