IN THE UNITED STATES DISTRICT COURT
FOR DISTRICT OF NEW JERSEY

JAVARIS THOMAS, individually and on behalf of all persons similarly situated,	**Civil Action No.:**
Plaintiff,	**Collective Action Complaint**
v.	**Jury Trial Demanded**
ACEOLUTION INC. and COGNIZANT TECHNOLOGY SOLUTIONS,	
Defendants.	

COLLECTIVE ACTION COMPLAINT

Plaintiff Javaris Thomas ("Plaintiff"), through his undersigned counsel, individually, and on behalf of all persons similarly situated, files this Collective Action Complaint against Defendants Aceolution, Inc. ("Aceolution") and Cognizant Technology Solutions ("CTS") (collectively, "Defendants") seeking all available remedies under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, ("FLSA"). The 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. Plaintiff and members of the proposed Collective were jointly employed by CTS and staffing companies, such as Aceolution, as Driving Field

Operators ("Drivers") for Google Maps projects and were misclassified as independent contractors.

2. Plaintiff seeks to represent other current and former misclassified Drivers who worked for Aceolution and CTS in the United States. Defendants' unlawful patterns, practices, and conduct described herein apply broadly to members of the proposed collective, in violation of the FLSA.

3. Defendants knowingly and improperly fail to pay Drivers for all hours worked. Drivers who work for Defendants do not receive proper overtime pay.

JURISDICTION AND VENUE

4. Jurisdiction over Plaintiff's FLSA claims 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, maintain offices, and/or conduct business in this Judicial District, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this Judicial District.

PARTIES

6. Plaintiff Javaris Thomas resides in Montgomery, Alabama. Plaintiff worked for Defendants as a Driver in Alabama from approximately January 24, 2025, to May 9, 2025. Pursuant to 29 U.S.C. § 216(b), Plaintiff Thomas has consented to be a plaintiff in this action. *See* Exhibit A.

7. Defendant Aceolution is a domestic for-profit company organized under the laws of New Jersey with headquarters located at 220 Davidson Ave, Somerset, NJ 08873.

8. Defendant CTS is a foreign for-profit company with headquarters located at 300 Frank W Burr Blvd, Suite 36, 6th Floor, Teaneck NJ 07666.

9. At all material times, Defendants have been employers under the FLSA. *See* 29 U.S.C. § 203(d).

10. The unlawful acts alleged in this Complaint are 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. Defendants employ individuals, including Plaintiff and Drivers, across the United States.

12. Plaintiff and Collective Members, as defined below, were and are employees of Defendants under the FLSA. *See* 28 U.S.C. § 203(e).

13. 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.

14. Defendants had, and continue to have, annual gross business volumes

of more than $500,000, thereby exceeding the statutory standard. 29 U.S.C. § 203(s)(1)(A)(ii).

COLLECTIVE DEFINITION

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

> All current and former Driving Field Operators, and similar job titles, who were paid by a staffing company, including but not limited to Aceolution Inc., and provided services to Cognizant Technology Solutions, and received a 1099 form during the applicable limitations period (the "FLSA Collective").

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

FACTUAL BACKGROUND

I. Defendants are Joint Employers.

17. Aceolution is a global, multi-service firm providing IT, consulting, and media solutions, including outsourcing, digital marketing, data services, and cybersecurity.

18. CTS is an American multinational information technology consulting and outsourcing company. CTS is a major contractor for Google, and as part of this, employs contract workers to update, map, and verify data for Google Maps, often engaging in geospatial operations and mapping services.

19. Google hired CTS to complete Google Mapping projects across the U.S.

20. For instance, Plaintiff worked as a Driver for Defendants in Alabama, Georgia, Florida, and Mississippi.

21. Drivers are an integral part of CTS's and Aceolution's businesses. Without the Drivers, Defendants could not complete their contracts with Google.

22. CTS attempts to shield itself from liability by utilizing third-party staffing companies, such as Aceolution, to cut costs and provide employees to complete the Google projects.

23. CTS contracts with staffing companies like Aceolution to staff and hire Drivers to complete the Google Mapping projects.

24. Staffing companies, such as Aceolution, are an integral part of CTS's business. Without the use of staffing companies, such as Aceolution, CTS could not complete the Google contracts.

25. Aceolution and staffing companies initially hire employees, but CTS conducts the orientation and training for Drivers.

26. For example, Plaintiff completed two days of orientation and training with CTS at the end of January 2025.

27. CTS also provides Drivers with the tools to do their jobs.

28. Both the staffing companies, like Aceolution, and CTS supervise

Drivers' day-to-day work. Both Aceolution and CTS have the authority to set Drivers work rules and assignments, including schedules, routes, and payment. Both Aceolution and CTS keep records of Drivers' employee records. CTS additionally controls Drivers' routes and their weekly hours worked. Defendants require Drivers to check in with CTS about their work at the beginning and end of each workday.

29. CTS assigns an Operations Lead to each Driver. Operations Leads are employed directly by CTS and supervise Drivers' day-to-day work.

30. Plaintiff received an email from Sandeep Kumar, a CTS employee, on January 28, 2025, that stated that he would assist Plaintiff with his onboarding. Mr. Kuman further told Plaintiff that he was required to send his Operations Lead at CTS a beginning of day email every working day, Monday through Friday, no later than 9 a.m.

31. In their job offers, Aceolution tells Drivers that they "must stay in daily communication with Ops Leads who will be their primary day to day point of contact. Must stay in regular contact with them throughout the day and quickly escalate any issues to them" [sic]. Exhibit B.

32. Various CTS employees managed Plaintiff's day-to-day work while he worked with Defendants, including Sandeep Kumar, Tyler Vincent, G. Arun, and Bharath Naik.

33. Aceolution tells Drivers that if they cannot contact their Operations

Leads, they must contact Aceolution to help Drivers reestablish contact with CTS. Exhibit B.

34. Drivers additionally report their substantive work to CTS every day and take instructions from CTS about how to do their day-to-day driving.

35. Aceolution tells Drivers that if they have issues with their vehicles, maps, technology, Google phone, if they have any issues while driving, or if they are in an accident, they should reach out to their Operations Lead.

36. Aceolution tells Drivers that the most important part of the project is sending CTS's Operations Leads the time that they start working each morning, and what time they stop working each day.

37. If Drivers do not send their start and end times to CTS every day, they do not get paid.

38. In addition to providing their start and end times, Drivers must report their location and the route they are beginning to their Operations Leads.

39. Defendants tell Drivers that they need to communicate with CTS's Operations Leads about their availability every day, even if they are just waiting for a route to be assigned to them.

40. Drivers must check in with their Operations Leads throughout the day. For example, Drivers tell their Operations leads if they need an oil change, have tire issues, or have route issues.

41. Both Defendants control Drivers day-to-day work.

42. On certain occasions, Aceolution told Drivers their hours were going to change because CTS required it. For example, on February 26, 2025, representatives from Aceolution emailed Plaintiff and informed him and other Drivers that CTS required a change to Drivers' schedules that week, such that rather than taking off on Saturday and Sunday (March 1, 2025 and March 2, 2025) as they regularly did, Drivers would be required to work through the weekend, and would be required to take off Thursday and Friday (February 27, 2025 and February 28, 2025) instead.

43. Both Defendants discipline Drivers. For instance, on March 24, 2025, Plaintiff received an email from a contact Aceolution telling him CTS required him to thoroughly clean his camera lens, which was not up to CTS's standards.

44. Both Defendants keep employment and payroll records for Drivers.

45. Although staffing companies like Aceolution pay Drivers, CTS approves or declines their timesheets.

46. Aceolution tells Drivers that if they have any issues with payroll, they should reach out to Aceolution. Aceolution pays Drivers as a direct deposit in their bank accounts.

47. However, Drivers' hours are sent to their Operations Leads at CTS who verify whether those hours match the hours logged in CTS's system.

48. If there is a discrepancy between the hours the Driver reported and the

hours reported by CTS, Aceolution tells Drivers that it will verify the Drivers' hours with CTS.

49. If the hours Drivers submit do not match the hours that CTS has logged in their system, then CTS tells Aceolution that the Drivers should be paid less than what the Driver recorded.

50. Although Plaintiff was paid by Aceolution, Plaintiff knew that his hours needed to be approved by CTS.

51. For instance, on his February 8, 2025, to February 13, 2025, timesheet, Plaintiff's timesheet showed two columns for each day. The first column listed hours under "Hours Claimed-Driver" and the second column listed hours under "Hours Approved-CTS." For Plaintiff to be paid his full hours, the hours he claimed had to match the hours approved by CTS.

52. On February 19, 2025, Plaintiff received an email from Aceolution stating that the hours he had reported did not match up with the hours in CTS's system. Plaintiff then reviewed his email and phone communications with Sandeep Kumar, his Operations Lead, and determined that CTS did not capture his full hours because his work-issued credit card was not working, and Plaintiff had to wait to get gas.

53. Drivers submit their expense reports to CTS. CTS trains Drivers on how to submit expense reports. Once CTS approves an expense report, Aceolution pays

it out to Drivers.

54. Defendants provide Drivers everything they need to do their jobs.

55. CTS creates the Drivers' email addresses.

56. CTS provides Drivers with credit cards to use while they are traveling to cover reimbursements such as gas, hotels, or meal reimbursements.

57. CTS controls these credit cards, and Drivers need to contact their Operations Leads if they have any issues with the cards or need to use the cards for travel related funds.

58. CTS provides Drivers with phones that they use to communicate with their Operations Leads.

59. CTS provides Drivers with cars that are owned and licensed by Google that Drivers use to do their jobs. Drivers cannot use their own cars to do mapping.

60. Aceolution provide Drivers with a CTS issued hard drive to use while driving.

II. Defendants Misclassify Drivers as Independent Contractors.

61. Staffing companies, like Aceolution, and CTS misclassify the Drivers as independent contractors rather than employees to avoid paying for benefits, taxes, and to avoid paying proper overtime and minimum wages.

62. The nature of the work performed by Drivers is similar and standardized in every state that they operate, and the nature of the work is centrally

controlled and directed by Defendants.

63. For instance, Plaintiff worked in multiple states, but the nature of his work and his supervisors stayed the same.

64. Prior to entering into a contract with Aceolution, CTS previously contracted with another company, Adecco Group ("Adecco"), to do substantially the same work as Aceolution does for CTS.

65. Prior to working with Aceolution, Plaintiff worked with Adecco. While working with Adecco, Plaintiff did the same job as he did with Aceolution but was paid as a W-2 employee.

66. In 2023, while working with Adecco, Plaintiff received an email that stated that Adecco was beginning a contract with CTS as of January 30, 2023, and that they would have to use a new system to submit their timesheets.

67. Towards the end of 2023, Plaintiff received a call from an Operations Lead who told him that Google was no longer working with Adecco because it was too expensive, and if he wanted to come back and work with them, he should apply for a job with one of three agencies: Aceolution, Derisk Technologies, and Service Measures.

68. Plaintiff applied to work with Aceolution and CTS.

69. Plaintiff spoke to and observed other Drivers that worked for Adecco who were paid as W-2 employees while they worked at Adecco. Those same

employees had the same job duties as Plaintiff.

70. Plaintiff knew that some former Adecco Drivers became employees of Service Measures doing the same job as Plaintiff did at Aceolution, but the Drivers at Service Measures were paid as W-2 employees.

71. Plaintiff was hired as Driving Field Operator on January 24, 2025.

72. Plaintiff received a Job Offer Letter on January 24, 2025. The letter stated that he would be a full-time non-exempt employee, who would be required to work a minimum of 40+/hrs. per week.

73. Defendants paid Plaintiff $17.00 an hour.

74. Plaintiff and other Drivers are required to report to their Operations Leads multiple times each day to report on what time they start work, end work, and any issues that come up each day.

75. Throughout the day, Defendants required that Plaintiff constantly communicate with his Operations Leads through email.

76. Drivers are required to work Monday through Friday, beginning at 9 AM, for a minimum of eight (8) hours between sunrise and sunset.

77. Aceolution tells Drivers that they are "full-time non-exempt employee[s]" and that they are required to work "a minimum of 40+/ hrs. per week." Exhibit B.

78. In their offer letter to Drivers, Aceolution repeatedly refers to Drivers

as "Employees."

79. Drivers cannot choose what hours they work.

80. Drivers are told that they must work at least forty (40) hours a week and doing so is a "basic requirement" of the job.

81. For example, Aceolution tells Drivers that the "system and mapping hours should be greater than or equal to 6.5 hours per driver per day," and that there will be a "non-Billable commute time included of 1 hour, which means Time on System should be more than 7.5 hours per driver per day."

82. Drivers are told that they must be clocked in by 9 a.m. Although Drivers could begin their workday prior to 9 a.m., could not begin working until at least one hour after sunrise.

83. Drivers cannot take time off for three (3) months after being hired.

84. Drivers cannot post about their job or the company on social media.

85. Drivers cannot choose their own routes, or which routes they want to complete. Rather, CTS assigns routes to each Driver.

86. Drivers are not allowed to turn down routes, but rather, Drivers must drive every route assigned to them.

87. On a few occasions, Defendants required Plaintiff to do mapping far from home including outside of his home state. Defendants did not allow Plaintiff to turn down these routes.

88. Sometimes Drivers are given routes that are far from home or out of their home states and require that they stay in hotels. Drivers are required to accept those jobs and must be willing to stay far from home in a hotel for up to two (2) weeks.

89. For example, Plaintiff was required to work in Mississippi and stay at a hotel from April 14, 2025 to April 18, 2025, from April 21, 2025 to April 25, 2025, and from April 28, 2025 to April 29, 2025.

90. If a Driver does not accept a job far from home, including out of state, they are terminated.

91. Drivers are required to take breathalyzer tests three (3) times a shift and report the results to CTS.

92. Drivers have no opportunity for profit or loss. Drivers cannot negotiate their salary, choose their own hours, or work hours over forty (40) without permission from Defendants.

93. Drivers do not use their own equipment or materials. Rather, CTS provide Drivers with a Google car, hard drive to install in the car, a phone, and email address to use. Aceolution provides Drivers with a credit card. When a Driver leaves their employment, Defendants require that Drivers return all of these to Defendants.

94. For example, Plaintiff received a phone, email address, car, and SSDs from CTS when he began his job. Defendants required that he send back these tools

to CTS once he ended his employment.

95. Drivers are told that they must be willing to travel by flight/car rental/or taxi to pick up the car assigned to them after they complete their training.

96. Drivers are not allowed to smoke in the cars provided by CTS.

97. Drivers are not allowed to use the car for personal reasons, and no other person can use the car. Drivers are told if they break these rules, they can be terminated.

98. Drivers are required to park the car in a secure and safe location, such as a well-lit area, parking spot, secure garage.

99. Drivers' jobs do not require any specific skills. Rather, Drivers simply need a valid drivers' license.

100. Drivers do not have their own businesses, and they cannot hire or fire their own employees to complete the work assigned by Defendants and other staffing companies. Indeed, after Drivers leave their employment with Defendants, they do not continue as independent contractors for other companies because most other companies classify Google Maps Drivers as W-2 employees.

101. Aceolution tells Drivers that if they leave in the first two weeks of employment, they will not be paid for any hours worked.

102. Prior to beginning their jobs, Defendants require Drivers to take trainings and orientation conducted by both Aceolution and CTS.

103. In addition to driving, Drivers are told that the job requires: field tech repairs, taking cars for maintenance, car washes, picking up equipment from FedEx, as well as other tasks assigned by the Operations Leads.

104. Defendants require that Drivers stay in daily and regular communications with Operations Leads. Aceolution tell Drivers that if they do not communicate with their Operations leads, or choose not to perform daily tasks, they will not be paid for that time.

III. Drivers Are Not Paid for All Hours Worked.

105. Plaintiff typically worked five days a week, and forty hours per week. Drivers are expected to work similar schedules. However, Drivers are not paid for all hours worked, including overtime compensation.

106. Drivers are not paid for pre- and post-shift work that is integral and indispensable to their work and to Defendants.

107. Drivers must download an application called "Smart Drive" to report their duties to CTS each day.

108. Prior starting to map, Drivers are required to do a safety check, equipment check, and document verification. To start the Safety Check, Drivers log onto the Smart Drive application.

109. Drivers are told that they must do the pre-trip checks at home.

110. Drivers first verify, in the Smart Drive app, that they can drive that day.

Drivers are required to take a screen shot of the first screen of the verification process and send it to their Operations Leads.

111. After logging into the Smart Drive app, Drivers complete a mandatory safety check.

112. The safety check includes checking their fuel tank to ensure it is full, checking tire pressure, checking the brake and taillights, checking all indicators, and checking headlamps. Defendants require that Drivers report, in the Smart Drive application, that all these pre-shift safety checks are done prior to beginning a drive to their assigned work locations.

113. After completing the safety check, Defendants require Drivers to conduct an equipment check of the car. This equipment check must be done prior to the beginning a drive to their assigned work locations.

114. The equipment check consists of cleaning the camera and laser, placing the SSD hard drive into the car, checking the SSD hard drive to ensure it is working, checking the wiring to ensure it is firm and in place, and checking to ensure the mapping system is in working condition.

115. Defendants require that Drivers report in the Smart Drive application that they have completed the equipment check prior to beginning a drive to their assigned work locations.

116. After completing the equipment check, Drivers must verify in the Smart

Drive application that they have the proper documentation to drive, including their drivers' license, vehicle insurance, vehicle registration, and client documentation.

117. For instance, prior to starting his shift, Plaintiff was required to complete approximately 10-20 minutes of pre-shift activities at home, including setting up his car and camera, logging into the Smart Drive application, cleaning the camera lens, and emailing photos to his Operations Leads.

118. Plaintiff and Drivers are not paid for their pre-shift safety and equipment checks.

119. The safety and equipment checks, as well as the document verification, take 10-20 minutes to complete in total.

120. This pre-shift work is integral and indispensable to the principal work activities of mapping because they are principle to the work Drivers are required to perform for Defendants.

121. Only after completing the mandatory pre-shift checks can Drivers start their trips.

122. When Plaintiff drove his car to the first scan point, Defendants did not pay him for the time between when he began work at home and when he began mapping even though he was required to do his pre-shift activities at home, and began his work day at home.

123. When Drivers leave their homes to begin their shifts, they indicate in

the Smart Drive application that they are driving towards the scan point.

124. The scan point is where Drivers begin mapping. CTS assigns Drivers their scan points.

125. Once Drivers are at their scan points, they must take a photo of their odometer and upload it to the Smart Drive application for CTS to review.

126. After doing all these tasks, Drivers begin mapping.

127. Drivers use the Smart Drive application to report every minute of their days, including whether they are mapping, whether they took a break, and if so, for what, if they were involved in a car accident, whether they needed to stop mapping due to bad weather or some other incident, and whether they had vehicle or equipment issues.

128. For example, if a Driver is involved in an accident or an incident, they must take a picture of the accident or incident, and report the time, location, and details in the Smart Drive application.

129. If there is bad weather, Drivers must take a photo of the sky and upload it to the Smart Drive application.

130. When Drivers take breaks, they must report it in the Smart Drive application.

131. If the car is stationary too long, the Smart Drive application asks Drivers to clarify why they are not moving by indicating that there is traffic, vehicle

issues, an accident, or other reason.

132. When Drivers complete mapping a particular area, or they end their shifts, they click on "Completed Scan" within the Smart Drive application.

133. If Drivers indicate they are finished mapping one area, they can indicate through the Smart Drive application that they are heading to a new scan point.

134. Aceolution tells Drivers that CTS will only pay them for "Productive Hours."

135. Productive Hours are hours that are spent mapping.

136. Drivers are not paid for time resolving accidents or incidents due to their own fault.

137. When Drivers have completed their mapping for the day, but before they begin driving back home, Defendants require them to upload a photo of their odometer to the Smart Drive application.

138. When Drivers arrive home, they indicate in the Smart Drive application that they are home.

139. However, at the end of each shift, when Drivers arrive to their homes, they must complete post-shift activities required by Defendants and that are integral to their jobs.

140. The post-shift activities include an SSD check, which involves securing the SSDs and checking SSD capacity, a vehicle check, and an equipment check.

141. The vehicle check involves making sure the car windows are rolled up, ensuring the vehicle is securely parked, and taking photos of the car. Defendants require that Drivers verify these checks have been done in the Drive Smart application and upload the photos of the car into the application.

142. Drivers then complete a vehicle check. The vehicle check involves verifying whether the equipment is covered, the mast of the camera is lowered, and taking photos of any damaged equipment. Defendants require Drivers to verify these checks have been done in the Drive Smart application and upload the photos of the car into the application.

143. Drivers then complete the SSD check, which involves making sure the SSD hardware is placed securely, and specifying the remaining capacity of the SSD in the Drive Smart application.

144. Defendants require that Drivers send their Operations Leads an end of day email. If a Driver does not send the email at the end of the day to their Operations Leads, Aceolution tells them that they will not be paid for that day.

145. Drivers' post-shift activities take around 10-20 minutes each day to complete.

146. Defendants do not pay Drivers for their daily post-shift activities.

147. When Drivers are unable to drive, such as for bad weather, CTS tells them that they must do other related work. Some other tasks Drivers are given to do

when they cannot drive include vehicle maintenance shipping full SSDs and submitting expense reports.

IV. Defendants' Compensation Plan for Drivers is Willful

148. Defendants intentionally exercise control over Drivers to the degree that Drivers are employees.

149. Defendants are aware that they do not properly compensate Drivers under the FLSA or applicable state laws because Defendants' managers and other supervisory employees know that Drivers work off the clock and do not receive overtime for that pay.

150. Both Defendants are large multi-national corporations with thousands of employees throughout the United States and abroad. As such, both Defendants have access to human resource expertise and legal counsel who can advise them on their FLSA compliance obligations.

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

152. Defendants have paid and do pay Drivers, such as Plaintiff, pursuant to the same unlawful pay policy, without paying for all hours of work performed in a workweek.

153. Defendants' unlawful policy to classify Plaintiff and other Drivers as independent contractors, and in which Plaintiff and other Drivers are not

compensated for all time worked and are not paid overtime premiums for all hours worked in excess of forty per workweek, does not comply with the requirements of the FLSA.

154. Even though the FLSA requires it, Defendants did not pay Drivers proper wages for all hours worked.

155. Defendants knew or absent their own recklessness should have known, that the Drivers were entitled to compensation for all time worked.

156. Defendants have not accurately recorded and tracked all of the hours worked by Plaintiff and other Drivers and therefore have failed to compensate Plaintiff and the proposed collective action members at one and one-half times the regular rate of pay for hours worked over forty hours a week.

157. In addition, Defendants have failed to make, keep, and preserve records with respect to Plaintiff and other Drivers sufficient to determine their lawful wages, actual hours worked, and other conditions of employment as required by federal. *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).

158. By failing to ensure that all the compensation owed to Plaintiff and other Drivers is paid, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

159. Defendants have not made good faith efforts to comply with the FLSA.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

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

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

162. 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 for all hours worked and 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.

163. Specifically, Defendants failed to compensate Plaintiff for all hours worked and 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.

164. 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.

165. 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 as 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: Failure to Pay All Hours Worked
(On Behalf of Plaintiff and the FLSA Collective)

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

167. The FLSA defines "employer" broadly to include "any person acting directly or indirectly in the interest of an employer in relation to an employee." 29 U.S.C. § 203(d).

168. Each Defendant is subject to the wage requirements of the FLSA because Aceolution and CTS are each an "employer" under 29 U.S.C. § 203(d).

169. During all relevant times, Plaintiff and the FLSA Collective are covered employees entitled to the above-described FLSA's protections. *See* 29 U.S.C. § 203(e).

170. 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 (1 ½) times the regular rate at which he or she is employed. *See* 29 U.S.C. § 207(a)(1).

171. Drivers are not exempt from the requirements of the FLSA.

172. Drivers are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek pursuant to 29 U.S.C. § 207(a)(1).

173. Defendants knowingly fail to properly compensate Drivers for all hours worked and fails to pay proper overtime premiums at a rate of one and one-half (1 ½) times their regular hourly wage, in violation of 29 U.S.C. § 207(a)(1).

174. Defendants also failed to make, keep, and preserve records with respect to Plaintiff and the FLSA Collective sufficient to determine their wages, hours, and other conditions of employment, in violation of 29 C.F.R. § 516.2(a)(7).

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

176. Pursuant to 29 U.S.C. § 216(b), employers such as the Defendants, who intentionally fail to pay an employee wage in conformance with the FLSA shall be liable to the employee for unpaid wages, liquidated damages, court costs and attorneys' fees incurred in recovering the unpaid wages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief on behalf of himself 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. Damages and restitution according to proof at trial for all unpaid wages and other injuries, as provided by the FLSA;

d. For an order awarding Plaintiff and the Collective liquidated and compensatory damages, including lost wages, earnings, and other employee benefits, restitution, and all other sums of money owed to Plaintiff and the Collective;

e. For an award of reasonable attorneys' fees as provided by the FLSA;

f. For 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: June 12, 2026

Respectfully submitted,

/s/ *Camille Fundora Rodriguez*

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**pro hac vice forthcoming*

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 Aceolution, Inc., Cognizant Technology Solutions Corporation, and/or related entities and individuals ("Defendants").

2. I worked for Defendants from on or about 1/24/25 (month, year) to on or about 5/9/25 (month, year). During this time, I worked for Defendants in the following state(s): Alabama, Mississippi, Georgia, Florida.

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 ("Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Defendants.

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: DocuSigned by: Javaris Thomas 4E0C2649240044E...

Date: 6/12/2026

Name: Javaris Thomas

Date of Birth [redacted]

Address: [redacted]

Telephone: [redacted]

E-Mail: [redacted]

COMPLETE AND RETURN TO:
BERGER MONTAGUE PC
ATTN: Stefana Klipa
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel: (215) 875-3033
Fax: (215) 875-4604
Email: sklipa@bergermontague.com

EXHIBIT B

Aceolution
IT SERVICES | MEDIA SOLUTIONS | CONSULTANCY

Date: 1/24/2025

Dear Javaris,

It is my pleasure to extend the following offer of employment to you on behalf of **Aceolution Inc**. This offer is contingent upon you passing our mandatory background check, and our receipt of your Employment Eligibility Verification of Form W-9(authorization to work in the United States). This engagement is based on the services that you will provide as a full-time non-exempt employee and will be fast-paced w/regional travel requiring you to work a minimum of 40+/ hrs. per week.

Title: **Driving Field Operator**

Joining Date: **Based on successful completion of MVR & BGV**

Job Description:

As a Multi-Location Driver, you will be responsible for collecting and updating mapping data to ensure accuracy and completeness on the platform provided. This role requires excellent driving skills, attention to detail, and a commitment to delivering high-quality mapping information.

Responsibilities:

- Safely perform driving related tasks.
- Report and communicate with your team leader.
- Adjusting travel routes to avoid traffic congestion or road construction.
- Promptly informing the company of any tickets issued against the company vehicle during work hours.
- Ensuring that the company vehicle is always parked in areas that permit parking in order to avoid towing.
- Providing accurate time records of the company vehicle's coming and goings.
- Reporting any accidents, injuries, and vehicle damage to management.
- Drive designated routes to capture real-time data for mapping purposes.
- Utilize GPS and mapping tools to navigate efficiently.
- Conduct regular vehicle maintenance and inspections to ensure equipment used for mapping is in optimal condition.
- Follow established mapping guidelines and standards to maintain consistency.

Requirements:

- Work Monday through Friday, approximate starting time 9am each morning, and drive for minimum 8 hours between sunrise to sunset.

- Willing to travel (by flight/car rental/taxi) to pick up vehicle after training completion, will be covered exclusively by **Aceolution Inc.**

- Willing to work / map locations away from home for up to 2 weeks in hotel mode if required, will be covered exclusively by **Aceolution Inc**.
- You must ensure not have any planned time off for at least 3 months from date of hire.
- Proficient with using a Smartphone, Laptop, and various technologies.
- Must have driven a vehicle within the last 3 months with a valid driving license and a clean driving record.
- Confirm the driver has a safe place to park the vehicle based on our guidelines. If not, they need to have a parking location identified for that driver before they travel to pick up a vehicle.
- Fill out onboarding Google Form with all necessary details before the first day of training. This will ensure we have the proper information and spelling as on their driver's licence should we need to book flights, hotels, or other arrangements for them to travel to pick up their vehicle that they will be assigned.
- Must stay in daily communication with Ops Lead who will be their primary day to day point of contact. Must stay in regular contact with them throughout the day and quickly escalate any issues to them. If there is lack of communication or choose not to perform daily tasks, they would be considered as down personal without pay. If unable to reach Ops lead or have issues, escalate to their hiring agency POC to help them establish contact.
- Be able to provide State ID and Legal work permit (Form W9 & ACH) for payroll processing.
- Understanding this job requires more than driving. You may need to help with field tech repairs, guidance from our teams, take cars for routine maintenance, car washes, picking up equipment from Fedex, etc. All these and more are part of the job description.
- All payroll and employment issues or concerns should be discussed with Aceolution Inc and not the Ops Lead.
- You must be aware of the surroundings and terrain. Use good judgement as to if road conditions are driveable. Contact Ops Lead for guidance if needed.

Driver Clauses:

- To ensure the privacy and security of our operations and to maintain professional boundaries, we ask that you refrain from posting any content related to your job or our company on social media platforms.
- This includes, but is not limited to, any posts or comments about your duties, our clients, internal procedures, or any other information that could be considered confidential or proprietary.
- Personal leave and/ or National holidays not paid.
- Time spent resolving accidents or an incident due to fault of driver not covered.

- Time drivers are not able to execute image collection due to accident or incident due to fault of drivers not covered.
- Any attrition due to a Driver's fault in the first 2 weeks will result in non-payment of any hours.
- System and Mapping hours. The system and mapping hours should be greater than or equal to 6.5 hours per driver per day. There will be a non-Billable commute time included of 1 hour, which means Time on System should be more than 7.5 hours per driver per day. If commute time exceeds 1 hour, drivers will be paid on actual excess time recorded (commute based on driver home base as documented)
- The Employee agrees that smoking is strictly prohibited in any company-owned or leased vehicle at all times. This includes, but is not limited to, tobacco products, electronic cigarettes, and any other smoking devices. Violation of this policy may result in disciplinary action, up to and including termination of employment.
- The Employee acknowledges that the company vehicle provided is for business use only. Personal use of the company vehicle is strictly prohibited unless expressly authorized in writing by the Employer. Any unauthorized personal use of the vehicle may result in disciplinary action, up to and including termination of employment, and the Employee may be held liable for any costs, damages, or liabilities arising from such use.
- The Employee agrees to comply with all local, state, and federal traffic laws and regulations while operating a company vehicle. This includes, but is not limited to, obeying speed limits, traffic signals, and parking regulations. Failure to adhere to traffic laws may result in disciplinary action, up to and including termination of employment."
- The Employee is required to park the company vehicle in a secure and safe location when not in use. This includes, where possible, parking in well-lit areas, designated parking spaces, or secure garages. The Employee is responsible for ensuring the vehicle is locked and secured at all times when unattended. Any damage, theft, or loss resulting from failure to secure the vehicle properly may be the responsibility of the Employee and may lead to disciplinary action."
- The Employee is the only person authorized to operate the company vehicle. No other individuals, including family members, friends, or unauthorized personnel, are permitted to drive or occupy the vehicle unless prior written consent is obtained from the Employer. Violation of this policy may result in disciplinary action, up to and including termination of employment.

Wages and Taxes:

Will be paid electronically by Direct Deposit in Bi-weekly installments of **$17, per hour** basis and You are paid (at time-and-a-half when applicable) for all overtime hours. **Aceolution Inc**. will not deduct applicable taxes required by law from your pay — i.e. Federal, State, and City withholding taxes as well as Social Security and Medicare taxes. The Employee is fully responsible for their taxes since you will be on 1099 form. Please inform our HR or Company Representative of any address changes immediately to ensure accurate 1099 information and timely delivery of your form.

Field Operations/Meal Allowance:

All ***business-related*** expenses (lodging, rentals, phone refills, fuel, airfare, etc…) will be covered exclusively by **Aceolution Inc. Travel/Lodging dep't** when required by Field Teams. In addition, Meal Stipends of $25 will be reimbursed on a bi-weekly basis only when there is a travel need required to other states.

Healthcare Benefits:

The Employee is responsible for their own healthcare. We prefer you to have your health care in place. An alternative option if you do not have a health insurance you can reach out to Health Insurance Marketplace at www.healthcare.gov or call 1-800-318-2596. Please note, these are state, or government provided plans only allow enrollment during their Annual Enrollment Period unless you have experienced a Qualifying Life Event. Your employment with Aceolution Inc is at-will and either party can terminate the relationship at any time with or without cause and with or without notice.

Agreement: Our standard agreement must be signed prior to start. You acknowledge that this offer letter, (along with the final form of any referenced documents), represents the entire agreement between you and Aceolution Inc and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon Aceolution Inc. This offer letter is valid based on your BGV & MVR check with the job location availability & by starting to work with us by driving the car after your 2 days successful training completion.

If you agree with the above outline, please sign below, and provide an electronic copy of the following documents. This offer is in effect starting your joining date.

List of Documents:
1. Signed offer letter
2. Form W-9
3. Copy of valid driver's license

For Aceolution Inc.,



Pankaj Thakwani

Project Manager
(Aceolution Global)

Candidate's Name:

Javaris Thomas

Candidate Signature:

Date:

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

JAVARIS THOMAS

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Camille Fundora Rodriguez, BERGER MONTAGUE PC
1818 Market Street, Suite 3600, Philadelphia, PA 19103
Tel.: (215) 875-3000

DEFENDANTS

ACEOLUTION INC. and
COGNIZANT TECHNOLOGY SOLUTIONS,

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

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

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 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

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☒ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.,

Brief description of cause:
Defendants knowingly and improperly failed .to pay Drivers for all hours worked

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 _____ DOCKET NUMBER _____

DATE 06/12/2026

SIGNATURE OF ATTORNEY OF RECORD /s/ Camille Fundora Rodriguez

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.
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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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