

FILED

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA 2018 MAR -6 PM 3:20
ORLANDO DIVISION

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

**RICHARDO VARGAS, Individually and
On behalf of all others similarly
situated,**

Plaintiff,

Case No.: 6:18-cv-338-ORL-406-JK

v.

**FLEETGISTICS HOLDINGS, LLC,
SCRIPTFLEET, LLC, PARTSFLEET,
LLC, PARTSFLEET II, LLC and
MEDIFLEET, INC.,**

Defendants.

_____ /

**COLLECTIVE ACTION COMPLAINT PURSUANT TO 216(b) OF THE FAIR LABOR
STANDARDS ACT FOR FAILURE TO PAY OVERTIME WAGES**

INTRODUCTION

Plaintiff, RICHARDO VARGAS (hereinafter referred to as "Plaintiff" or "Vargas"), brings this Collective Action Complaint against Defendants Fleetgistics HOLDINGS, LLC and SCRIPTFLEET, LLC, PARTSFLEET, LLC, PARTSFLEET II, LLC, and MEDIFLEET, INC. (collectively hereinafter referred to as "Defendants"), for violation of the Fair Labor Standards Act ("FLSA") 29 U.S.C. Section 201, *et seq*, and Section 207 for Defendants' failure to pay overtime wages. This is a case of misclassification, in which Defendants classified all Logistics Managers as salaried exempt, regardless of their job duties or any individualized variances.

Plaintiff Vargas brings this complaint individually and on behalf of all other present and formerly employed Logistics Managers, also known as the putative class of similarly situated persons for recovery of overtime wages for all hours worked over forty (40) in each an every work week, plus an equal sum in liquidated damages over the preceding three (3) years of the filing of this complaint and continuing until the present, until Defendants alter their unlawful pay practices.

1. Plaintiff is a resident of Florida.
2. At all times material hereto, Plaintiff was an “employee” of Defendants, Flectgistics and Fleetscripts as defined under the FLSA, 29 U.S.C. §203.
3. Defendant Flectgistics Holdings, LLC is a foreign, for profit corporation, with principal place of business in Orlando Florida located at: 2251 Lynx Lane, Suite #7, Orlando, Florida 32804. Defendant may be served through its designated registered agent as follows: Corporation Service Company: 1201 Hays Street, Tallahassee, Florida 32301-2525.
4. Flectgistics also identifies on its website: www.flectgistics.com the company corporate headquarters as 2251 Lynx Lane, suite #5, Orlando, Florida 32804, also the same corporate office and address for Defendant Script Fleet, LLC.
5. Defendant Script Fleet, LLC, f/k/a Script Fleet, Inc. until January 2017 when the company was converted from an Inc. to an LLC, has a principal place of business at: 2251 Lynx Lane, suite #5, Orlando, FL 32804, and may be served through its registered agent: Corporation Service Company: 1201 Hays Street, Tallahassee, Florida 32301-2525.
6. Defendant Partsfleet, LLC f/k/a Partsfleet, Inc. until January 2017 when the company was converted from an Inc. to an LLC, has a principal place of business at: 2251 Lynx

Lane, Suite #5, Orlando, FL 32804, and may be served through its registered agent: Corporation Service Company: 1201 Hays Street, Tallahassee, Florida 32301-2525.

7. Defendant Partsfleet II, LLC f/k/a Partsfleet II, Inc. until January 2017 when the company was converted from an Inc. to an LLC, has a principal place of business at: 2251 Lynx Lane, suite #5, Orlando, FL 32804, and may be served through its registered agent: Corporation Service Company: 1201 Hays Street, Tallahassee, Florida 32301-2525.

8. Defendant MEDIFLEET, INC. is a wholly owned subsidiary of Defendant Flectgistics Holdings, LLC, with principal place of business in Hamden Connecticut, but whose officers and other employees run the company and conduct day to day business affairs and manage the company from the corporate offices in Orlando, Florida where its President and CEO and other senior managers and officers work from. MEDIFLEET also has the same registered agent and may be served by Corporation Service Company: 1201 Hays Street, Tallahassee, Florida 32301-2525.

9. Upon information and belief, and from the SUNBIZ filings, Script Fleet, LLC, and Partsfleet, LLC and Partsfleet II, LLC are wholly owned subsidiaries of Flectgistics Holdings, LLC, with shared officers, physical offices, management, company policies, and procedures and acts as a joint employer of Plaintiff and the class of similarly situated.

10. Jacob Van Leenan serves as President and CEO of all named Defendants, while David Hunter is either CFO and Treasurer and a senior officer of all named Defendants as well.

11. Further, Defendants operate as a unified business enterprise, sharing offices, policies, procedures, management, and in all ways operating as a unified, integrated business enterprise. Where two entities contract with each other for the performance of some task, and

one company retains sufficient control over the terms and conditions of employment of the other company's employees, we may treat the entities as "joint employers" and aggregate them. *See Virgo*, 30 F.3d at 1359-60. This is the "joint employer" test. Thus, ScriptFleet, LLC is a joint employer of Plaintiff.

12. All Defendants are highly integrated with respect to ownership and operations, such that both may be counted together as a single employer or integrated enterprise. *See Fike v. Gold Kist, Inc.*, 514 F.Supp. 722, 726 (N.D. Ala) aff'd 684 F.2d 255 (11th Cir).

13. The FLSA defines "employer" as any "person" acting directly or indirectly in the interest of an employer in relation to an employee. 29 U.S.C. § 203(d). *See also Boucher v. Shaw*, 572 F.3d1087, 1090 (9th Cir. Nev. 2009) (the definition of "employer" under the Fair Labor Standards Act (FLSA) is not limited by the common law concept of "employer," but is to be given an expansive interpretation in order to effectuate the FLSA's broad remedial purposes).

14. Accordingly, Scriptfleet, Medifleet, and Partsfleet qualify as a 'joint employer' within the FLSA's broad definition of "employer". *See Lamonica v. Safe Hurricane Shutters*, 2013 U.S. App. LEXIS 4599 (11th Cir. 2013).

15. Scriptfleet, Medifleet, and Partsfleet also qualify as joint employers of Logistics Managers under the guidelines set forth in *Layton v. DHL Express United States*, 686 F.3d 1172 (11th Cir. 2012).

16. Upon information and belief, all actions of the subsidiary Defendants were approved by, and supervised by the parent Corporation of Fleetgistics Holdings, LLC, and Fleetgistics exercised common control over all employment and employee matters, policies and

procedures and the pay practices applicable to the Plaintiff and the putative class of similarly situated

17. All Defendant entities operate as a single entity or unit, providing similar deliver services (scriptfleet for medical supplies and partsfleet for auto parts), shared officers and managers including Plaintiff and other logistics managers.

18. Employees are either exempt or non-exempt and the key to determination of exempt status does not depend on employer's general characterization of job; what is important is what employee actually does on day-to-day basis. *Ale v. Tennessee Valley Authority*, 269 F.3d 688, 691 (6th Cir. 2001).

19. It is well settled that employees are *presumed* to be non-exempt; that is, that they are entitled to overtime at the rate of time and one half their regular hourly rate for hours worked after 40 each week. *Ale v. Tennessee Valley Authority*, 269 F.3d 680, 683 (6th Cir. 2001).\

20. There is no exemption to the FLSA in this case, but to the extent one is asserted the Defendants "must establish it through clear and affirmative evidence that the employee meets every requirement of an exemption." *Ale v. Tennessee Valley Authority*, 269 F.3d 680, 683 (6th Cir. 2001).

JURISDICTION AND VENUE

21. The Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and § 1337 and 29 U.S.C. § 216(b) because this action involves a federal question under the Fair Labor Standards Act.

22. This Court has personal jurisdiction over the Defendants pursuant to Florida's Long Arm Statute, as their primary office is in Orlando, Florida where they continuously and primarily conduct business and reasonable expect to be hailed into court in this District.

23. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b) because the acts complained of by Plaintiff occurred in the Middle District of Florida, specifically in Orlando, Orange County, Florida, and Defendants are subject to personal jurisdiction within this District and division as it engaged in business therein.

24. Defendants are "Employers" as defined in the FLSA, and upon information and belief, each employs greater than ten (10) or more employees, with revenues exceeding \$500,000, and each is engaged in interstate commerce within the meaning of FLSA 29 U.S.C. §§ 206(a) and 207(a). such that they are subject to the FLSA and the overtime wage requirements.

THE PUTATIVE CLASS OF SIMILARLY SITUATED

25. Plaintiff brings this collective action, opt-in, Rule 216(b) lawsuit on behalf of all persons defined herein:

ALL PERSONS PRESENTLY EMPLOYED, OR PREVIOUSLY EMPLOYED BY FLEETGISTICS HOLDINGS, LLC, FLEETSCRIPTS, LLC (F/K/A FLEETSCRIPTS INC.) AND PARTSFLEET, LLC (F/K/A PARTSFLEET, INC), PARTSFLEET II, LLC (FKA PARTSFLEET II, INC.), OR MEDIFLEET, INC. IN THE 3 YEARS PRECEDING THE FILING OF THIS COMPLAINT UNDER THE TITLE OF LOGISTICS MANAGER OR ANY OTHER TITLES USED BY DEFENDANTS TO DESCRIBE THE SAME POSITION.

26. Upon information and belief, Defendants employ upwards of fifty (50) or more logistics managers across the U.S., and with turnover, the putative class of similarly situated may be comprised of 150 or more members.

PLAINTIFF VARGAS

27. Plaintiff is well suited to represent the class, and by this complaint does both consent to his inclusion in this collective action and is ready, able and willing to represent the interests of the putative class.

28. Plaintiff Vargas was employed by Defendants jointly, and concurrently, from approximately 2007 until November 2017 as a Logistics Manager.

29. Plaintiff simultaneously worked from his home and also reported to customers of Defendants offices to perform his work from their offices.

30. Plaintiff's primary job duty was to make sure that Defendants were adequately providing delivery services through routes prepared by Defendants customers for the delivery of their products, such as pharmaceutical drugs, medical equipment and automobile parts.

31. Plaintiffs primary job duty was related to production, and serving the Defendants' primary function and business: delivery services, and not management of the enterprise or administration.

32. Plaintiff performed work for all subsidiary Defendants without separate supervision, and without separate compensation.

33. Throughout his employment, Plaintiff was lead to believe that all the subsidiary entities were part of a larger, conglomerate, unified and integrated larger company under the Fleetgistics Holdings, Inc. umbrella.

34. All training, manuals, guides, reports, human resources, and all other aspects of company involvement were, as Plaintiff was lead to believe, all part of a single organization.

35. When Plaintiff was hired, he did not have any prior similar experience, and, the position did not require any college education.

36. Additionally, when Plaintiff was hired, the position did not require any previous management experience.

37. Plaintiff routinely worked 60 to 70 hours per week and his job requirements were to do whatever it takes to make sure the routes were being covered and performed to the customer satisfaction, regardless of the overtime hours required.

38. Plaintiff additionally worked on weekends, and was on call 24/7 responding to drivers.

39. All of the delivery drivers for Defendants, also called "couriers", were independent contractors, and not employees.

40. Plaintiff did not negotiate prices with drivers for their services.

41. Plaintiff did not sign contracts to bind Defendants to an agreement with the drivers.

42. Plaintiff on very rare occasions, conducted an interview of the delivery drivers who applied for an open route, only after the company pre-screening the applicants and performed background checks.

43. Plaintiff was permitted to offer one of the applicant drivers a route, but, this rarely occurred and the decision was simply whether they had a vehicle and could be available. It was up to the driver to bid on a route and the company to accept the bid.

44. Plaintiff managed, had a role as a liaison for eight companies for Fleetgistics, two companies for LabCorp, one company for PharMerica, and five companies for Advance Auto.

45. Plaintiff's job was to oversee 40 to 45 independent contractor drivers from Panama City, Tallahassee, Dothan (Alabama), Valdosta (Georgia), and Albany (Georgia), and make sure they were working and handling the assigned routes.

46. Plaintiff had to fill voids with other drivers if one of the drivers was missing, or had mechanical issues, was ill or unable to make deliveries.

47. Plaintiff did not and could not fire or terminate the contracts of the drivers.

48. Plaintiff was not free to make significant decisions affecting the company without approval from his superiors.

GENERAL ALLEGATIONS

49. No formal education or specific formal training is required to perform the job of the logistic manager.

50. Logistics managers do not supervise two or more full time employees.

51. Logistics managers are always on call, and management required logistics managers to be available to answer telephone calls from drivers, accounts or superiors 24/7, and seven days a week.

52. Defendants also require Plaintiff and all other logistics managers to work or be on call during all holidays and weekends and days off.

53. The position of Logistics Manager is a misnomer, as, there is no supervision of any employees, and, no department to manage.

54. Logistics managers work as a company liaison with the customers or accounts of Fleetgistics to ensure that the routes are being handled or covered, and to take care of issues or problems with drivers.

55. Defendants did not and do not require any specific college education to be eligible for the logistics manager position.

56. Logistics managers do not have the discretion and authority to negotiate contracts with the drivers.

57. Logistics managers do not negotiate prices or contracts with the customers or accounts as to what they are paying Fleetgistics for their services.

58. Defendants business is delivery services, and a logistics managers role is in “production”, and typically thus a non-exempt job function.

59. All logistics managers are classified as salaried, exempt employees by Defendants, without regard to variances or individualized differences in their day to day job duties, and without any analysis of whether any logistics managers’ job duties as performed, may negate the basis for which Defendants’ claimed an exemption.

60. Since Logistics Managers do not direct the work of two or more full time employees or the equivalent, the only exception Defendants could even consider being applicable is the administrative exemption.

61. Logistics Managers however, are primarily involved in production, which is considered to be non-exempt duties and function.

62. Logistics managers primary duty is to schedule independent contractors to handle the routes created by its customers.

63. Logistics managers also are involved in other job functions which are routine, and do not involve the exercise of independent judgment in matters of significance affecting the company.

64. Upon information and belief, Defendants pay all logistics managers pursuant to a common pay plan, and practice of treating them all as, salaried Exempt employees.

COUNT I
FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF 29 U.S.C. SECTION 207
OF THE FAIR LABOR STANDARDS ACT

65. Plaintiff adopts and realleges paragraphs 1 through 64 as if fully set forth herein.

66. The FLSA requires Defendants to pay all non-exempt employees a premium for all overtime hours worked, at the rate of one and one half times their regular rates of pay.

67. Defendants willfully misclassified all Logistics Managers as exempt under the FLSA.

68. Defendant willfully failed and refused to pay overtime wages to Plaintiff and all other similarly situated logistics managers.

69. Defendants do not have a good faith basis for classifying Plaintiff and all other logistics managers as exempt from overtime wages under the Administrative exemption or any other exemption, such that Plaintiff and the class of similarly situated should be awarded double the amount of overtime wages as liquidated damages.

70. Logistics Managers, including Plaintiff, routinely worked overtime hours with the knowledge, requirement, and behest of their superiors and pursuant to the Defendants requirements of the job.

71. Defendants had direct knowledge of Plaintiff working overtime hours through communications, such as emails and phone calls and other location and tracking information and procedures.

72. Logistics Managers were expected to work as many hours as necessary to see that all deliveries were being made, independent contractor drivers or couriers were filling routes and handling all communications between the company and these couriers or drivers regardless of the time of day, or whether they were suppose to off of work.

73. Logistics Managers do not perform performance reviews of any employees.

74. Logistics Managers do not negotiate rates or prices with drivers or couriers, as this is handled by other officers or managers of Defendants.

75. Plaintiff and all other logistics managers are told by Defendants that they are to be “on-call” 24/7, including Saturdays, Sundays, and Holiday.

76. Defendants create ads for new delivery drivers or couriers, as to which persons interested make bids for the routes.

77. Logistics managers handle delivers of auto parts, pharmaceuticals, and other packages and materials working for all Defendants, and their customers simultaneously.

78. Logistics managers do not create their own reports, and primarily fill in data and present pre-formatted reports.

79. Logistics Managers primarily make sure couriers and drivers and filling the customer routes, making deliveries on time, and otherwise engage in routine reporting and handling of payment of compensation to the couriers or payment to vendors or third parties.

80. The job duties performed by Plaintiff and the putative class of similarly situated do not satisfy the elements of any exemption under the FLSA.

81. Plaintiff and the putative class of similarly situated have been harmed and been permitted to suffer to work without being paid a premium for all overtime hours worked as required by the FLSA.

82. The position of the Logistics Manager, when including all the on-call time worked, requires overtime hours in order to complete all the job requirements or duties, and Defendants were aware of this.

83. Upon information and belief, Defendants never tested, assessed or obtained any legal opinion as to whether the position of Logistics Manager as a whole or individually satisfies the elements of any exemption under the FLSA.

84. Defendants have acted willfully, and with reckless disregard for the overtime pay requirements of the FLSA in respect to Plaintiff and the putative class of similarly situated.

85. Plaintiff and the class of similarly situated logistics managers, have suffered financial harm and are owed overtime wages for all overtime hours worked in the period of three (3) years preceding the filing of this complaint and continuing for all current employees.

86. A three (3) year Statute of Limitations must apply as the Defendants' actions of violating the FLSA are intentional and with reckless disregard of the requirements of the FLSA.

87. Defendants did not track and record the work hours of Logistics Managers as required by the FLSA, 29 U.S.C. Section 211(c), and 29 CFR Section 516, which is a per-se violation of the FLSA.

88. Pursuant to *Anderson v. Mt. Clemens*, 328 US 680 (Sup. Ct. 1946) Plaintiffs may establish the work hours by just and reasonable inference where here, Defendants failed to track and record their work hours.

89. As a direct result of Defendants' willful violation of the FLSA overtime wage requirements, Plaintiff and the class of similarly situated have suffered loss of wages and are entitled to be paid overtime wages for all hours worked in the three (3) years preceding the filing of this complaint to the present and continuing.

90. Plaintiff and the class of similarly situated should be paid overtime wages at the default rate of one and one half times their regular rates of pay for all overtime hours worked, an equal sum as liquidated damages, attorney's fees, costs and expenses of this action.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, request this honorable court enter judgment and award them the following relief:

- a) Approve this action to proceed as a collective action and enter an order conditionally certifying this action as a collective action and approve and supervise delivery of Notice of the rights of the putative class to opt into this action;
- b) Order Defendants to produce the names, addresses, telephone numbers and emails for all members of the putative class employed in the three (3) years preceding the filing of the complaint to the present;
- c) Find that the Defendants have acted without good faith and award liquidated damages for all past wages owed;
- d) Award Plaintiff and those who file consents or who opt in to join this action, overtime wages for all hours worked.
- e) Hold that Defendants have acted willfully, and with reckless disregard for the FLSA requirements such that a three (3) year SOL should apply;

- f) Award Plaintiffs attorneys reasonable attorney's fees, costs and expenses of this litigation as per Section 216(b).
- g) Determine that Defendants have pay practices violated Section 207 of the FLSA by failing to pay overtime wages and that the Logistic Manager position should have been classified as non-exempt, and require the Defendants to reclassify the position going forward as non-exempt and pay all current logistics managers a premium for overtime hours worked.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by this Complaint.

Dated this 27th day of February, 2018.

/s/ Mitchell L. Feldman, Esq.
Mitchell L. Feldman, Esq.
Florida Bar No.: 008049
FELDMAN WILLIAMS PLLC
6940 W. Linebaugh Ave.
#101
Tampa, Florida 33625
Email: mitch@felmanwilliams.com

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
RICHARDO VARGAS, Individually and on Behalf of All Similarly Situated,

DEFENDANTS
FLEETGISTICS HOLDINGS, LLC, SCRIPTFLEET, LLC, PARTSFLEET, LLC, PARTSFLEET II, LLC, and MEDIFLEET, INC.,

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

County of Residence of First Listed Defendant Orange County
 (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, and Telephone Number)
Mitchell L. Feldman, FELDMAN WILLIAMS PLLC, 6940 W. Linebaugh Ave., #101, Tampa, FL 33625; Tel: (813) 639-9360; Fax: (813) 639-9370; mitch@feldmanwilliams.com

Attorneys (If Known)

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

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

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

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

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

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES | |
|---|--|--|--|---|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY | CIVIL RIGHTS | PRISONER PETITIONS | | | |
| <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Section 216(b) of the Fair Labor Standards Act ("FLSA")

Brief description of cause:
Collective Action Complaint for failure to pay 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 _____ DOCKET NUMBER _____

DATE: 02/27/2018

SIGNATURE OF ATTORNEY OF RECORD:
/s/ Mitchell L. Feldman, Esq.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPL.YING IFP _____ JUDGE _____ MAG JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Allegedly Misclassified Logistics Manager Files Suit Seeking Unpaid Overtime](#)
