

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA

GARY ANNABLE and ANGELA  
JONES, on behalf of themselves and  
those similarly situated,

Plaintiffs,

CASE NO.:

vs.

WARBIRD CONSULTING  
PARTNERS, LLC, a Georgia Limited  
Liability Company,

Defendants.

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**NATIONWIDE COLLECTIVE ACTION COMPLAINT**  
**AND DEMAND FOR JURY TRIAL**

Plaintiffs, GARY ANNABLE (“Annable”) and ANGELA JONES (“Jones”) (“Annable and Jones together “Plaintiffs”), on behalf of themselves and other “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” and “Senior Professionals” and former employees similarly situated, by and through undersigned counsel, file this Complaint against Defendant, WARBIRD CONSULTING PARTNERS, LLC (“Warbird” or “Defendants”) and state as follows:

**NATURE OF THE ACTION**

1. Plaintiffs allege on behalf of themselves and other similarly situated current and former “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” and “Senior Professionals” and former

employees similarly situated of the Defendant, who elect to opt into this action, pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§216(b), that they are: (i) entitled to unpaid wages from Defendants for overtime work for which they did not receive time and one-half overtime pay, as required by law, (ii) entitled to liquidated damages pursuant to the FLSA, 29 U.S.C. §§201 *et seq.*; and (iii) declaratory relief pursuant to 28 U.S.C. §2201.

### **JURISDICTION**

2. Jurisdiction in this Court is proper as the claims are brought pursuant to the Fair Labor Standards Act, as amended (29 U.S.C. §201 *et seq.*, hereinafter called the “FLSA”) to recover unpaid overtime wages, an additional equal amount as liquidated damages, obtain declaratory relief, and reasonable attorney’s fees and costs.

3. The jurisdiction of the Court over this controversy is based upon 29 U.S.C. §216(b).

4. This Court has the authority to grant declaratory relief pursuant to the FLSA and the Federal Declaratory Judgment Act (“DJA”), 28 U.S.C. §§ 2201-02.

5. Venue is proper in this Court because Defendant maintains its corporate headquarters within the District, one or more Plaintiffs reside in this District, and Defendant’s management made the decisions about the compensation practices leading to the claims accruing herein within this District.

## **PARTIES**

6. At all times material to his employment with Defendant, Annable was a resident of Montgomery County, Pennsylvania, and during multiple work weeks within the three (3) year statute of limitations period between approximately March 2015 and July 2015, Annable worked for Defendant as an “Asset Professional” in San Juan, Puerto Rico, and performed the duties of an “Asset Professional,” however so titled throughout his employment with Defendant.

7. At all times material hereto Jones was a resident of Fulton County, Georgia, and during multiple work weeks within the three (3) year statute of limitations period between approximately January 2014 and December 2015, Jones worked for Defendant as an “Asset Professional,” “Junior Professional,” “Project Consultant,” “Due Diligence Consultant,” and “Senior Professional” in San Juan, Puerto, San Diego, California, Chicago, Illinois, and New York, New York.

8. At all times material hereto, Defendant was, and continues to be, a Georgia Limited Liability Company with its corporate headquarters at 600 Galleria Parkway SE, Suite 1400, Atlanta, Georgia 30339.

9. At all times material hereto, Defendant was, and continues to be, engaged in business in Georgia, with its principal place of business in Fulton County, Georgia.

10. At all times material hereto, Defendant owned and operated a nationwide

project management and consulting business with employees who carried out assignments for Defendant and its customers throughout the United States and Puerto Rico.

11. It is the intent of this collective action to apply to all similarly situated non-exempt employees of Defendant to whom Defendant has failed to pay full and proper overtime premiums as required by the FLSA, regardless of location, within the three (3) year statute of limitations through the present.

### **COVERAGE**

12. At all times material hereto Plaintiffs were Defendant's "employees" within the meaning of the FLSA.

13. At all times material hereto, Defendant was Plaintiffs' "employer" within the meaning of the FLSA.

14. Defendant was, and continues to be, an "employer" within the meaning of the FLSA.

15. At all times material hereto, Defendant was, and continues to be, "an enterprise engaged in commerce" within the meaning of the FLSA.

16. Specifically, at all material times to this Complaint, Defendant simultaneously maintained business operations in multiple states and/or territories at all times relevant hereto.

17. At all times material hereto, the annual gross revenue of Defendant was

in excess of \$500,000.00 per annum, including but not limited to the years 2013, 2014, 2015, 2016 and 2017.

18. At all times material hereto, Defendant has had two (2) or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce. In this regard, Plaintiffs allege based on information and belief, that at all times material to this Complaint, Defendant has employed two (2) or more employees, who *inter alia*: (a) regularly handled office equipment—including but not limited to computers, photocopiers/scanners—that had moved in or were produced for commerce; (b) regularly handled and worked with commercial office supplies such as paper, pens, and UPS/FedEx/USPS shipping materials that moved in or were produced for commerce; and (c) regularly processed interstate bank and/or other electronic transfers and transactions.

19. At all times material hereto, Defendant was, and continue to be, an enterprise engaged in interstate commerce or in the production of goods for commerce as defined by the FLSA, 29 U.S.C. §203(s).

20. At all times hereto, Plaintiffs were “engaged in commerce” and subject to individual coverage of the FLSA by virtue of the fact that they performed their work for Defendant in multiple states/territories and their work involved regular and recurrent interstate communications.

21. At all times hereto, Plaintiffs were engaged in interstate commerce

and/or the production of goods for commerce and subject to the individual coverage of the FLSA.

### **STATEMENT OF FACTS**

22. Defendant operates a nationwide project management and consulting business with employees who carry out assignments for Defendant and its customers throughout the United States and Puerto Rico.

23. Plaintiffs were employed by Defendant in variously titled job positions including but not limited to “Asset Professional,” “Junior Professional,” “Project Consultant,” “Due Diligence Consultant,” and “Senior Professional.”

24. Plaintiffs’ primary job duties for Defendant as non-exempt employees in multiple work weeks between approximately January 2014 and December 2015 in the job titles known as “Asset Professional,” “Junior Professional,” “Project Consultant,” “Due Diligence Consultant,” and “Senior Professional,” however variously titled, consisted of the following non-exempt tasks: reviewing documents on-site at project locations; taking inventories; moving boxes; and submitting reports, all pursuant to established procedures and guidelines set by Defendant, Defendant’s clients, and/or third party-entities which Plaintiffs were required to follow.

25. The primary job duties performed by Plaintiffs and the other similarly situated non-exempt employees for Defendant in the job titles known as “Asset Professional,” “Junior Professional,” “Project Consultant,” “Due Diligence

Consultant,” and “Senior Professional,” however variously titled, *did not* involve the exercise of discretion and independent judgment nor were their duties administrative support for Defendant’s back-of-the house general business operations. To the contrary, Plaintiffs and the other similarly situated employees of Defendant are the very production workers who provided the services for which Defendant derived revenues through the fees paid to Defendant by its client’s/customers.

26. Regardless of the job title, throughout their employment with Defendant, Plaintiffs and those similarly situated had primary job duties that were similar and non-exempt in nature.

27. Regardless of the project to which Defendant assigned them to work, throughout their employment with Defendant, Plaintiffs and those similarly situated to them performed similar job duties.

28. Regardless of the state/territory to which Defendant assigned them to work, throughout their employment with Defendant, Plaintiffs and those similarly situated to them performed similar job duties.

29. Plaintiffs, and those similarly situated to them, routinely worked in excess of Forty (40) hours per week as part of their regular job duties.

30. Despite working more than Forty (40) hours per week, at all job sites/projects intended to be included in this collective action throughout the United States and Puerto Rico, Defendant failed to pay Plaintiffs, and those similarly situated

to them, overtime compensation at a rate of time and a half their regular rate of pay for all hours worked over Forty (40) in a workweek during the three (3) year statute of limitations period through the present.

31. Defendant has employed and continues to employ hundreds of other individuals as non-exempt “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” and “Senior Professionals,” and other job titles who performed and continue to perform the same or similar job duties under the same pay provisions as Plaintiffs and the class members nationwide.

32. Defendant has violated 29 U.S.C. §207 during the three (3) year statute of limitations period through the present, in that:

- a. Plaintiffs worked in excess of Forty (40) hours per week for their period of employment with Defendant;
- b. No payments, or insufficient payments and/or provisions for payment, have been made by Defendant to properly compensate Plaintiffs at the statutory rate of one and one-half times Plaintiffs’ regular rate for those hours worked in excess of Forty (40) hours per work week as provided by the FLSA;
- c. Defendant has failed to all of the proper time records mandated by the FLSA.

33. Plaintiffs have retained the law firms of Morgan & Morgan, P.A. and



Keith M. Stern, P.A. to represent them in this litigation and have agreed to pay the firms a reasonable fee for their services.

### **COLLECTIVE ACTION ALLEGATIONS**

34. Plaintiffs and the class members were all “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” “Senior Professionals” or employees who held similar positions, however titled, at assignment locations throughout the United States and Puerto Rico who performed the same or similar job duties as one another in that they performed documents/records reviews and inventories for Defendant and Defendant’s customers.

35. Further, Plaintiffs and the class members were all subjected to the same pay provisions in that they were not compensated at time-and-one-half of their applicable regular rates for all hours worked in excess of Forty (40) hours in a workweek during the three (3) year statute of limitations period. Thus, the class members are owed unpaid overtime wages for the same reasons as Plaintiffs.

36. Defendant’s failure to compensate Plaintiffs and the other similarly situated employees for all of their hours worked in excess of Forty (40) hours in a workweek during the three (3) year statute of limitation period as required by the FLSA results from Defendant’s policy or practice in failing to ensure that Plaintiffs and the class members who have worked as “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” “Senior

Professionals,” or employees who held similar positions however titled are/were paid properly and fully for all of their overtime hours worked based on the Defendant’s willful violations of the FLSA.

37. Defendant’s policy or practice was applicable to Plaintiffs and the class members. Application of this policy or practice does/did not depend on the personal circumstances of Plaintiffs or those joining this lawsuit. Rather, the same policy or practice which resulted in the non-payment of overtime wages to Plaintiffs applied and continues to apply to all class members. Accordingly, the class members are properly defined as:

**All Plaintiffs and the class members who have worked within the three (3) year statute of limitations period as “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” “Senior Professionals” or employees who held similar positions, however titled, throughout the United States and Puerto Rico who worked for Defendant nationwide within the three (3) year statute of limitations period who were not compensated at time-and-one-half for all hours worked in excess of Forty (40) hours in one or more workweeks.**

38. Defendant knowingly, willfully, or with reckless disregard carried out its illegal pattern or practice of failing to pay overtime compensation with respect to Plaintiffs and the class members.

39. Defendant did not act in good faith or reliance upon any of the following in formulating its pay practices: (a) case law, (b) the FLSA, 29 U.S.C. § 201 *et seq.*,

(c) Department of Labor Wage & Hour Opinion Letters; or (d) the Code of Federal Regulations.

40. During the relevant period, Defendant violated § 7(a)(1) and § 15(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA as set forth herein for one or more workweeks within the three (3) year statute of limitations period without compensating such employees for their work at a rate of at least the time-and-one-half their applicable regular rates of pay for all hours worked in excess of Forty (40) hours in a work week.

41. Defendant has acted willfully in failing to pay Plaintiffs and the class members in accordance with the law.

42. Defendant has failed to maintain accurate records of Plaintiffs' and the class members' work hours in accordance with the law.

**COUNT I**  
**VIOLATIONS OF 29 U.S.C. §207 OVERTIME COMPENSATION**

43. Plaintiffs reallege and reaver paragraphs 1 through 42 the Complaint as if fully set forth herein.

44. Between at least January 2014 and December 2015, Plaintiffs worked in excess of Forty (40) hours per week for Defendant for which Plaintiffs were not compensated at the statutory rate of one and one-half times Plaintiffs' applicable regular rates of pay.

45. Plaintiffs were, and are entitled to be paid at the statutory rate of one and one-half times their applicable regular rates of pay for all hours worked in excess of Forty (40) hours in a work week.

46. At all times material hereto, Defendant failed, and continues to fail, to maintain proper time records as mandated by the FLSA.

47. To date, Defendant continues to fail to pay all of its “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” “Senior Professionals” and employees who held similar job titles, however titled, their FLSA mandated overtime pay, despite the fact that these employees are non-exempt and entitled to overtime compensation under the FLSA.

48. Defendant’s actions in this regard were/are willful and/or showed/show reckless disregard for the provisions of the FLSA as evidenced by Defendant’s continued failure to compensate Plaintiffs at the statutory rate of one and one-half times Plaintiffs’ applicable regular rates of pay for all hours worked in excess of Forty (40) hours per weeks Defendant knew, or should have known, such was, and is due.

49. Indeed, Defendant has paid one or more Plaintiffs and class members as “Asset Professionals,” “Junior Professionals,” “Project Consultants,” “Due Diligence Consultants,” “Senior Professionals” and employees who held similar job titles, however titled, overtime compensation on some of the projects Defendant staffs for its clients, but Defendant elected not to pay Plaintiffs and the other similarly situated

employees who perform nearly identical duties their proper overtime premiums on the job assignments that are the subject of this collective action.

50. Further, Defendant failed to properly disclose or apprise Plaintiffs of Plaintiffs' rights under the FLSA.

51. Due to the intentional, willful, and unlawful acts of Defendant, Plaintiffs and the other similarly situated employees have suffered and continue to suffer damages and lost compensation for time worked over Forty (40) hours per week, plus liquidated damages.

52. Plaintiffs are entitled to an award of reasonable attorney's fees and costs from Defendant pursuant to 29 U.S.C. §216(b).

### **PRAYER FOR RELIEF**

Wherefore, Plaintiffs, GARY ANNABLE and ANGELA JONES, on behalf of themselves and all other similarly situated Collective Action Members respectfully requests that this Court grant the following relief:

- a. Designation of this action as a collective action on behalf of the Collective Action Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, appraising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue

pursuant to 29 U.S.C. §216(b) and appointing Plaintiffs and the undersigned counsel to represent the Collective Action members;

- b. A declaratory judgment that the practices complained of herein are unlawful under the FLSA;
- c. An injunction against the Defendant and its officers, agents, successors, employees, representatives and any and all persons in concert with it, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;
- d. An award of unpaid wages and overtime compensation due under the FLSA;
- e. An award of liquidated damages as a result of Defendant's willful failure to pay wages and overtime compensation pursuant to 29 U.S.C § 216;
- f. An award of prejudgment and post judgment interest;
- g. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- h. Such other and further relief as this Court deems just and proper.

**DEMAND FOR TRIAL BY JURY**

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

Dated: January 24, 2017

Respectfully submitted,

**/s/ANDREW R. FRISCH**

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-and-

Keith M. Stern, Esquire  
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*Attorneys for Plaintiffs*

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

UNITED STATES DISTRICT COURT

for the

Northern District of Georgia

GARY ANNABLE and
ANGELA JONES, on behalf of themselves and those
similarly situated,

Plaintiff(s)

v.

WARBIRD CONSULTING PARTNERS, LLC, a
Georgia Limited Liability Company

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) WARBIRD CONSULTING PARTNERS, LLC
c/o Its Registered Agent,
CT Corporation System
1201 Peachtree Street N.E., Suite 1240
Fulton, Atlanta, GA, 30361

A lawsuit has been filed against you.

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

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

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**

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)

GARY ANNABLE and ANGELA JONES, on behalf of themselves and those similarly situated,

DEFENDANT(S)

WARBIRD CONSULTING PARTNERS, LLC

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(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)

Andrew R. Frisch, Esq., Morgan & Morgan, P.A., 600 N Pine Island Road, Suite 400, Plantation, FL 33324; (954) 318-0268; afrisch@forthepeople.com

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)

29 U.S.C. §207 Overtime wages

(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 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

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.

/s/ Andrew R. Frisch

January 24, 2017

SIGNATURE OF ATTORNEY OF RECORD

DATE

# ClassAction.org

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