

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

JOHNNY CLOSE, individually and on
behalf of all similarly situated individuals,

Plaintiff,

v.

**FIELD & TECHNICAL SERVICES,
LLC**,

Defendant.

Court File No.:

COMPLAINT & JURY DEMAND

CLASS ACTION

**COMPLAINT
WITH COLLECTIVE ACTION AND RULE 23 CLASS ALLEGATIONS**

INTRODUCTION

1. This is an action to recover unpaid wages owed to Johnny Close (“Plaintiff”) and those similarly situated to him.
2. Claims are asserted under the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*
3. Field & Technical Services, LLC (“Defendant”), a business providing nationwide environmental technical services, employed Plaintiff as a nonexempt Operation Maintenance and Monitoring (“OM&M”) Technician to provide light construction work, including installation of equipment or driving/operating equipment for Defendant’s customers.
4. The FLSA and its implementing regulations mandate that covered employers pay their employees overtime pay unless an exemption applies.
5. Defendant did not pay overtime pay to Plaintiff, or those similarly situated, even though these employees were not exempt from the FLSA’s protections.
6. Accordingly, Plaintiff seeks damages, on behalf of himself and others.

PARTIES

7. Plaintiff Johnny Close lives in Langeloth, Pennsylvania. Defendant employed him as an OM&M Technician from August 2016 through October 2016. Attached as Exhibit A is his Consent-to-Sue.

8. The collective action plaintiffs on whose behalf the Plaintiff brings this action are current or former employees of the Defendant.

13. Defendant Field & Technical Services, LLC is a Pennsylvania limited liability company that provides nationwide environmental technical services including sampling, systems operations and maintenance, data management and reporting, compliance, and waste management. Defendant is registered as a domestic limited liability company and it may be served through its agent located at 200 Third Avenue, Carnegie, Pennsylvania.

9. Defendant resides in Pennsylvania and serves clients in Pennsylvania and in this District.

10. Defendant employed the Plaintiff in Pennsylvania.

11. Defendant is headquartered in Carnegie, Pennsylvania.

JURISDICTION AND VENUE

12. The Court has subject-matter jurisdiction over the FLSA claims in this action pursuant to 28 U.S.C. § 1331, because they raise a federal question under the FLSA, 29 U.S.C. §§ 201, *et seq.*

13. Title 29 U.S.C. § 216(b), provides the Court with subject-matter jurisdiction over the FLSA collective action allegations.

14. Personal jurisdiction over the Defendant is proper because it does substantial and continuous business here in this judicial district, and because it committed the wage violations alleged here in Pennsylvania.

15. Venue is proper in this District under 28 U.S.C. § 1391, because the actions and omissions giving rise to the claims substantially occurred in this District.

THE FLSA COVERS OM&M TECHNICIANS

16. The Fair Labor Standards Act stands as a broad expression of Congressional policy that workers must be treated fairly in the workplace. That includes statutory minimum wage and mandatory overtime pay provisions, and it is backed up by a private right of action that can be asserted by employees. The overtime provision is what is at issue in this suit.

17. Covered employers—those subject to the FLSA’s reach—must pay overtime to each employee unless they can show that that employee is exempt from FLSA coverage.

18. Exemption from coverage is determined on an employee-by-employee basis, and the burden is on the employer to justify any claimed exemption from overtime.

19. In July 2008, the United States Department of Labor (“DOL”) issued Fact Sheet 170 that let employers know that technologists and technicians do not meet the learned professional exemptions under the FLSA.

20. Consistent with DOL Fact Sheet 170, Defendant classified its OM&M Technicians as a nonexempt position under the FLSA. *See* Plaintiff’s Offer Letter, attached hereto as Exhibit B, at 1.

THE PLAINTIFFS’ WORK EXPERIENCE

21. The Defendant employed Plaintiff.

22. Plaintiff performed activities at the direction of, under the control of, and as part of his employment by the Defendant.

23. Plaintiff’s duties included servicing Defendant’s clients by installing, monitoring and working on equipment that its customers used.

24. During his employment, Plaintiff worked substantial amounts of overtime. His October 14, 2016, in relevant part, is as follows:

FIELD & TECHNICAL SERVICES LLC
200 THIRD AVENUE
CARNEGIE PA 15106



JOHNNY CLOSE
BOX 411
LANGELOTH PA 15054

Check stub for the period 09/25/2016
to 10/08/2016
with a payday of Oct 14, 2016

EMPLOYEE AND TAX INFO

Employee # 109149
Department # 2001
SSN: ***-**-****

Paycor EEOID B896-8274-6838-44

OTHER INFO

Direct Deposit # 1079155437

| BIWEEKLY | RATE | HOURS/WT | CURRENT \$ | YTD HOURS | YTD \$ | DEDUCTION | CURRENT \$ | YTD \$ | TAX | CURRENT \$ | YTD \$ |
|-----------|-------|----------|------------|-----------|----------|-----------|------------|--------|--------|------------|--------|
| Salary | | 80.00 | 1,200.00 | 80.00 | 4,300.00 | CS342PA | 11.01 | 11.01 | MED | 20.52 | 67.50 |
| Field Exp | | | 75.00 | | 75.00 | | | | SDC | 104.86 | 206.60 |
| Overtime | 17.00 | 11.00 | 187.00 | 11.00 | 987.00 | | | | PA | 48.80 | 141.90 |
| | | | | | | | | | PAREJC | 1.14 | 8.24 |
| | | | | | | | | | PACAW | 18.22 | 46.22 |
| | | | | | | | | | PACAW3 | 2.00 | 42.00 |

As shown from the highlighted section, Plaintiff worked 21 hours of overtime from October 9 thru October 22, 2016. Despite these overtime hours worked, Plaintiff was only paid his straight time rate of pay of \$17 per hour for that time.

25. Although Defendant classified its OM&M Technicians as a nonexempt position, Defendants' offer letter also set forth a company-wide policy, applicable to all technicians, that overtime hours are paid at straight time rates. See Exhibit B at 1 (noting "[h]ours worked over 40 hours will be paid at a straight time rate of \$17.00/hour according to the FTS employees hand book policy").

26. Thus, Plaintiff was shorted approximately \$178.50 in overtime wages for that pay period.

27. Defendant intentionally set policies and practices designed to avoid paying proper overtime pay for Plaintiff and employees like him. In reckless disregard of the FLSA, Defendant adopted and then adhered to its policy and plan of treating Plaintiff as only being entitled to straight pay for overtime hours worked.

FLSA COVERAGE ALLEGATIONS

28. The Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, is applicable to the Defendant and its protections apply to Plaintiff.

29. Defendant was an “employer” under the FLSA. 29 U.S.C. § 203(d).

30. Plaintiff was an “employee” of the Defendant within the meaning of the FLSA. 29 U.S.C. § 203(e)(1).

31. Defendant “suffered or permitted” Plaintiff to work and thus “employed” him within the meaning of the FLSA. 29 U.S.C. § 203(g).

32. Plaintiff is covered under “individual coverage” under the FLSA, 29 U.S.C. § 207(a)(1), because he is engaged in the interstate commerce of providing environmental services.

33. Defendant was engaged in interstate commerce or in the production of goods for commerce.

34. Based upon information and belief, Defendant does more than \$500,000 in annual gross sales and has more than two employees not related to the family of the owner.

35. Accordingly, as an employee of the Defendant, Plaintiff is also covered under the FLSA’s “enterprise coverage” provisions.

COLLECTIVE ACTION ALLEGATIONS

36. Plaintiff brings this action on behalf of himself, and also as a collective action pursuant to 29 U.S.C. § 216(b). The class intended to be represented in the collective action—the “FLSA Collective Action Class”—consists of:

All current and former Operation Maintenance and Monitoring Technicians, or equivalent job titles, employed by Field & Technical Services, LLC who were not paid the FLSA’s overtime premium for any hours worked over 40 in a workweek.

37. Defendant’s offer letter (Exhibit B at 2) shows that its straight pay for overtime work applies to all technicians and that they all work similar job duties as follows:

- a. Performing daily water line, AST, and water impoundment inspections;
- b. Sample collections and operation and maintenance activities;
- c. Work as required by Defendant's project managers;
- d. Operate and maintain groundwater recover systems; and
- e. Operate and maintain Defendant's vehicles.

38. The Court should conditionally certify this as a collective action under the FLSA. Conditional certification is appropriate because the FLSA Collective Action Class employees are "similarly situated" to the Plaintiff. 29 U.S.C. § 216(b). They are similarly situated because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful pay practices described in this complaint; (c) their claims are based upon the same factual and legal theories; and (d) the employment relationship between the Defendant and every collective action class member is the same and differs only by location or rate of pay.

39. Each FLSA Collective Action Class member raises identical legal questions: the construction and applicability of the FLSA to overtime wages.

40. Each FLSA Collective Action Class member presents with identical factual questions: whether pay was straight time only or included overtime pay and whether there were weeks where the class member worked more than 40 hours.

**COUNT 1:
VIOLATION OF THE FAIR LABOR STANDARDS ACT
(FAILURE TO PAY OVERTIME)**

41. The FLSA requires an employer to pay employees a premium overtime rate of one and a half times regular rate of pay for every hour worked in excess of 40 hours per workweek. 29 U.S.C. § 207(a)(1).

42. As shown above, Defendant paid its technicians straight pay for every overtime hour worked.

43. Accordingly, Defendant has violated the Fair Labor Standards Act and is liable for damages as set out in 29 U.S.C. § 216(b).

44. Defendant's FLSA violations were knowing and willful within the meaning of the statute, 29 U.S.C. § 255.

45. Defendant's FLSA violations are also continuing, i.e., their illegal pay policy hasn't changed and continues forward to this day.

46. Defendant's FLSA violations were committed against Plaintiff and the FLSA Collective Action Class.

47. The FLSA, 29 U.S.C. § 216(b), provides that, as a remedy for a violation of the Act, an employee is entitled to his or her unpaid overtime wages plus an additional equal amount in liquidated damages, attorney fees and costs.

Accordingly, Plaintiff demands, on behalf of himself and the FLSA Collective Action Class:

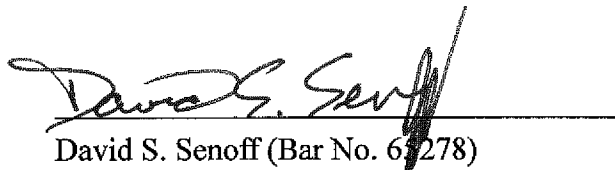
- Certification of these claims as a collective action under 29 U.S.C. § 216(b).
- Designation of Plaintiff as FLSA Collective Class Representative.
- Designation of Plaintiff's counsel as FLSA Collective Class Counsel.
- Back wages in the amount of one-half their regular rate of pay for the last three years, for each week in which they worked more than 40 hours.
- Liquidated damages in an equal amount.
- Attorney fees and the costs of prosecuting this action.
- Prejudgment and post judgment interest.

JURY DEMAND

Plaintiff demands a trial by jury on all claims asserted in this Complaint.

Respectfully submitted,

Dated: April 28, 2017



Handwritten signature of David S. Senoff in black ink, written over a horizontal line.

David S. Senoff (Bar No. 67278)
ANAPOL WEISS
130 North 18th Street, Suite 1600
Philadelphia, PA 19103
Telephone: (215) 790-4550
Fax: (215) 875-7733
dsenoff@anapolweiss.com

Local Counsel for Plaintiff

David H. Grounds (Minn. Bar No. 285742)*
Molly E. Nephew (Minn. Bar. No. 397607)*
JOHNSON BECKER, PLLC
444 Cedar Street, Suite 1800
St. Paul, Minnesota 55101
Telephone: (612) 436-1800
Fax: (612) 436-1801
dgrounds@johnsonbecker.com
mnephew@johnsonbecker.com

*Admission *Pro Hac Vice* pending

Attorneys for the Plaintiff

JS 44 (Rev. 12/12)

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
 Johnny Close, individually and on behalf of all similarly situated individuals,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Thomas Anapol, Esq. Anapol Weiss
 130 North 18th Street, Suite 1600, Philadelphia, PA 19103
 (215) 790-4572

DEFENDANTS
 Field and Technical Services, LLC

County of Residence of First Listed Defendant Allegheny
 (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)

| | 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 | PERSONAL INJURY <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"/> 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):
29 U.S.C. § 201, et seq.

Brief description of cause:
Violation of FLSA

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 4/28/2017 SIGNATURE OF ATTORNEY OF RECORD Dawn S. Seng

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

JS 44AREVISED June, 2009

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

PART A

This case belongs on the (Erie Johnstown Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.

PART B (You are to check ONE of the following)

1. This case is related to Number _____ . Short Caption _____
2. This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

CIVIL: Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit
EMINENT DOMAIN: Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

HABEAS CORPUS & CIVIL RIGHTS: All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

PART C

I. CIVIL CATEGORY (Select the applicable category).

1. Antitrust and Securities Act Cases
2. Labor-Management Relations
3. Habeas corpus
4. Civil Rights
5. Patent, Copyright, and Trademark
6. Eminent Domain
7. All other federal question cases
8. All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. Insurance indemnity, contract and other diversity cases.
10. Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

Date: 4/28/2017

David S. Senff
ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH FORMS MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

JOHNNY CLOSE, individually and on
behalf of all similarly situated individuals,

Plaintiff,

v.

**FIELD & TECHNICAL SERVICES,
LLC,**

Defendant.

Court File No.:

CONSENT TO JOIN

1. Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b), I hereby consent to join and act as a plaintiff in the above-captioned lawsuit.

2. I agree to be bound by any adjudication or court rulings in the lawsuit, whether favorable or unfavorable.

3. I hereby designate Johnson Becker, PLLC to represent me in the lawsuit.

Signature:


Johnny I close (Mar 21, 2017)

Print Name:

Johnny I close

Date Signed:

Mar 21, 2017

EXHIBIT B



Field & Technical Services

200 Third Avenue ♦ Carnegie, PA 15106 ♦ Phone: 412-429-2694 ♦ Fax: 412-279-4512

August 17, 2016

John Close
943 Mary St. PO Box 411
Langeloth, PA 15054

**Subject: Offer of Full-Time Employment
Field & Technical Services, LLC (FTS)**

Mr. John Close:

It was a pleasure meeting with you and discussing employment opportunities with Field & Technical Services, LLC (FTS) during your recent interview. Needless to say, we were impressed with your capabilities and feel strongly that you would make a positive addition to our team. FTS is pleased to extend to you an offer of full-time employment as an Operation Maintenance and Monitoring (OM&M) Technician based out of our Carnegie office. We would expect you to begin work on or about August 29th 2016. Please be aware that consistent with our corporate policy this employment offer is limited to a six-month trial period during which your performance will be evaluated and the prospect for future employment determined.

The following specifics summarize the position:

- Light construction work/activities that include installation of equipment or driving/operation of equipment.
- The offered position is for a full-time (40 hours per week basis) salaried, variable work week non-exempt position as a Technician I with Field & Technical Services, LLC. You will receive compensation of an annual salary of \$35,360;
- Hours worked over 40 hrs will be paid at a straight time rate of \$17.00 / hour according to the FTS employees hand book policy;
- You will be eligible to contribute to FTS's 401(K) program with company matching. FTS matches employee contributions at a rate of \$1.00 per \$1.00 of employee contributions up to 3% and at a rate of \$0.50 per \$1.00 of employee contributions between 3%-5%. You will also be eligible for participation in FTS's 401(K) profit sharing plan;

Mr. John Close

Subject: Offer of Full-Time Employment ♦ Field & Technical Services, LLC (FTS)

August 17, 2016

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- You will be eligible, at the sole discretion of FTS, for an annual bonus of up to ten percent (10%) of your prorated annual base income, to be based on your individual performance and the Corporation's performance;
- You will be eligible to receive corporate health care benefits, paid vacation, holiday, and sick leave in accordance with FTS policy. Please contact Ms. Tag Maher to discuss further;

The duties may include the following tasks:

- Perform daily water line, AST, and water impoundment inspections.
- Travel as necessary to oversee and/or complete sample collection and operations and maintenance activities.
- Coordinate sample collection and operations and maintenance activities for various FTS project managers;
- Operate and Maintain groundwater and DNAPL recovery systems as required;
- Contribute as necessary to OM&M program.
- Operate and Maintain Company vehicles associated with the transfer of produced water.

You will submit weekly time sheets and expense reports every Friday for the work that you have performed during the week. Please note that any project-specific and corporate information you are exposed to during your employment should be held as strictly confidential. In the event your employment is terminated for any reason, you will return any documents that were provided to you. FTS requests that you provide two-weeks advance notification of the voluntary termination of your employment with us.

From an administrative perspective you will report directly to Mr. Greg Bzorek, but you will be required to work independently on a variety of projects with different members of our team. Your technical responsibilities will include, at a minimum, Light field construction (e.g., installation of pipe, pumps, equipment, inspections) routine operations maintenance and monitoring of a variety of groundwater treatment and product recovery systems (e.g., oil water separators, vapor extraction, passive and enhanced product recovery), field data collection, soil and groundwater sampling, and participation in client/agency meetings (as necessary). Additionally you may be required to work various sifts that may include working nights and or weekends as the current work load dictates. Extended travel maybe required to meet our client's



Mr. John Close

Subject: Offer of Full-Time Employment ♦Field & Technical Services, LLC (FTS)

August 17, 2016

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needs. You will be required to supervise personnel, contractors, etc., as necessary, in the performance of your duties.

Upon your acceptance, FTS will schedule an entrance physical examination at a local clinic in the Carnegie, PA area proximal to the date of receipt of your acceptance of this offer. During the first two weeks of the start of your job you will be trained on all aspects of our field work including the administrative requirements (e.g., timesheet, expense reports, and data entry).

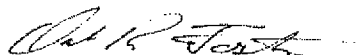
Please be advised this offer and continued employment is contingent on passing the mandatory pre-employment drug screening, satisfactory completion and passage of a baseline medical exam, satisfactory background check, and an acceptable motor vehicle record as well as your ability to produce required documents that demonstrate you have a lawful right to work in the United States. The medical drug screening will be within your first seven days of employment and will be part of your baseline entrance physical as part of the Company Medical Surveillance Program.

It is the fundamental philosophy of FTS that an employment relationship should be a mutually positive experience. As a result, it is our standard policy to hire employees only on an "at-will" basis, which means that either you or the Company may end your employment relationship at any time and for any reason, with or without cause.

FTS looks forward to working with you. This offer is valid for a period of one week from the date of this letter. If this offer is acceptable, please sign the original copy of the offer of employment and return it to me at the letterhead address. If you have any questions, please do not hesitate to call me at the office at (412) 429-2694.

Sincerely,

Field & Technical Services, LLC



Dale Foster
Managing Member

cc: G. Bzorek
A. Clark



Mr. John Close

Subject: Offer of Full-Time Employment ♦ Field & Technical Services, LLC (FTS)

August 17, 2016

Page 4

J. Helton

T. Maher



Mr. John Close

Subject: Offer of Full-Time Employment ♦ Field & Technical Services, LLC (FTS)

August 17, 2016

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ACCEPTANCE OF FULL-TIME OFFER OF EMPLOYMENT

I hereby accept the conditions of the full-time offer of employment, as outlined above.

John Close

Date



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

UNITED STATES DISTRICT COURT
for the
Western District of Pennsylvania

JOHNNY CLOSE, individually and on behalf of all
similarly situated individuals

Plaintiff(s)

v.

FIELD & TECHNICAL SERVICES, LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Field and Technical Services, LLC c/o
Registered Agent
200 Third Avenue
Carnegie, PA 15106

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: David S. Senoff, Esq.
Anapol Weiss
130 North 18th Street, Suite 1600,
Philadelphia, PA 19103

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Field & Technical Services Faces Employee's Unpaid Wage Claims](#)
