

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

JONATHAN GRIFFIN, <i>on behalf of himself and all others similarly situated</i> ,	FLSA COLLECTIVE ACTION RULE 23 CLASS ACTION
Plaintiffs,	JURY TRIAL DEMANDED
v.	Civil Action No.
CORE FIBER SOLUTIONS, INC., TIMOTHY FRAIN, <i>individually</i> , and CANDICE ROLFE, <i>individually</i> ,	
Defendants.	

**COMPLAINT**

1. COMES NOW Named Plaintiff Jonathan Griffin, by and through his undersigned counsel, and hereby files this Complaint on behalf of himself and all other similarly-situated individuals against Defendants Core Fiber Solutions, Inc. (“Core Fiber”), President Timothy Frain (“Frain”), and Human Resources/Account Manager Candice Rolfe (“Rolfe”) (collectively “Defendants”) to obtain full and complete relief for Defendants’ failure to pay overtime wages and minimum wages under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., (“FLSA”), and to recover “gap time” wages (“straight time” wages for fewer than forty hours per week at a rate greater than minimum wage) under applicable state laws.

**JURISDICTION AND VENUE**

2. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367.

3. Pursuant to 28 U.S.C. § 1391 and Local Rule 3.1(B)(1)(a), venue is proper in this Court because some of the unlawful employment practices described herein were committed within the Atlanta Division of the United States District Court for the Northern District of Georgia.

### **PARTIES**

4. Named Plaintiff Jonathan Griffin is a citizen of the United States of America, and a resident of the State of Georgia.

5. Defendant Core Fiber is a telecommunications company incorporated in the state of Michigan that provides fiber-optic cable installation (and related services) in various states throughout the country, including (without limitation) in Georgia, Kansas, Louisiana, North Carolina, and Tennessee.

6. Defendant Core Fiber may be served with process by delivering a copy of the Summons and Complaint to its registered agent Timothy Frain at 800 Monroe Avenue NW, suite 106, Grand Rapids, Michigan 49503.

7. Defendant Frain is the President of Core Fiber.

8. Defendant Frain may be served with process by delivering a copy of the Summons and Complaint to his place of work at 800 Monroe Avenue NW, suite 106, Grand Rapids, Michigan 49503.

9. Defendant Rolfe functions as the Human Resources/Account Manager for Core Fiber.

10. Defendant Rolfe may be served with process by delivering a copy of the Summons and Complaint to her place of work at 800 Monroe Avenue NW, suite 106, Grand Rapids, Michigan 49503.

### **FACTUAL ALLEGATIONS**

11. Defendants are governed by and subject to 29 U.S.C § 206 and § 207.

12. At all relevant times, Defendant Core Fiber has had employees engaged in commerce or in the production of goods for commerce, or has had employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

13. Defendant Core Fiber provides communication infrastructure services, namely fiber-optic technology across the country.

14. At all relevant times, Defendant Core Fiber had at least \$500,000.00 in annual gross volume of sales made or business done.

15. Named Plaintiff and all other similarly-situated individuals are individually covered by the FLSA.

16. At all relevant times, Named Plaintiff and all other similarly-situated individuals were directly engaged in commerce or in the production of goods for commerce, used goods or materials that had been moved in or produced for

commerce, and/or performed work that was directly essential to the production of goods for commerce.

17. Named Plaintiff and all other similarly-situated individuals performed work involving or relating to fiber-optic internet connectivity.

18. Named Plaintiff and all other similarly-situated individuals installed or assisted with the installation, repair, and maintenance of fiber-optic cables on utility poles and underground.

19. All relevant times, Defendants were “employers” as that term is defined by 29 U.S.C. § 203(d).

20. Defendants Frain and Rolfe acted directly or indirectly in the capacity of an employer in relation to Named Plaintiff and all other similarly-situated individuals.

21. Defendant Frain determined the terms and conditions of employment, including, without limitation, job duties, work hours, and pay (including whether to pay, or not to pay) for Named Plaintiff and the Collective Class.

22. Defendant Rolfe exercised control over Core Fiber’s financial affairs, including whether to pay, or not to pay Named Plaintiff and all other similarly-situated individuals.

23. At all relevant times, Named Plaintiff and all other similarly-situated individuals were “employees” as that term is defined by 29 U.S.C. § 203(e).

24. Defendants classified Named Plaintiff and all other similarly-situated individuals as “employees.”

25. Defendants exercised complete control over Named Plaintiff and all other similarly-situated individuals.

26. Defendants controlled when the members of the Collective Class worked, where they worked, what they did, and how they did it.

27. Defendants provided the tools and equipment needed to complete the work.

### **Collective Action Factual Allegations**

28. Named Plaintiff brings this action on behalf of himself and all other similarly-situated individuals pursuant to 29 U.S.C. § 216(b).

29. The FLSA Collective Class consists of Named Plaintiff and the similarly-situated individuals who: (1) are currently employed by Defendants or have been employed by Defendants at any time within the three-year period preceding the filing of this action; (2) performed fiber-optic cable installation work and/or work related to fiber-optic cable installation; (3) were given the job titles of (without limitation) Technician, Lead Technician, Journeyman, Lineman, and Driver; and (4) were not paid the federal minimum wage rate of \$7.25 per hour and/or overtime pay as required by the FLSA (the “Collective Class”).

30. Named Plaintiff has consented in writing to be part of this action pursuant to 29 U.S.C. § 216(b). Named Plaintiff's signed Consent to Join form is attached as Exhibit "A."

31. As this case proceeds, it is likely that other individuals will file Consent to Join forms and join as "opt-in" plaintiffs.

32. At all relevant times, Named Plaintiff and the Collective Class have been subject to Defendants' decisions, policies, plans, programs, practices, procedures, protocols, and rules of knowingly and purposefully refusing to pay them the federal minimum wage rate of \$7.25 per hour and overtime (i.e., time and one-half the regular hourly rate of pay) for any hours worked over forty (40) in a week.

33. Named Plaintiff and the Collective Class were paid on an hourly basis.

34. Named Plaintiff and the Collective Class were paid straight time for some (not all) hours worked.

35. Named Plaintiff and the Collective Class worked more than forty (40) hours in a week.

36. Defendants knew that Named Plaintiff and the Collective Class worked more than forty (40) hours in a week.

37. Named Plaintiff and the Collective Class submitted weekly timesheets that showed overtime hours worked.

38. Defendants knowingly failed to pay Named Plaintiff and the Collective Class at least the federal minimum wage rate of \$7.25 per hour and overtime pay for all hours worked over forty (40) in a week.

39. Named Plaintiff and numerous members of the Collective Class complained to Defendants about Defendants' failure to pay straight-time wages and overtime.

40. Defendants Frain and Rolfe repeatedly made empty promises to pay.

41. Defendants have acted in bad faith.

42. Notice of this Action should be sent to the Collective Class.

43. The Collective Class is so numerous that joinder of all members is impracticable.

44. There are questions of law or fact common to the Collective Class, and a collective action is superior to other available methods for the fair and efficient adjudication of the controversy.

45. The claims or defenses of the Named Plaintiff are typical of the claims or defenses of the Collective Class.

46. The Named Plaintiff will fairly and adequately protect the interests of the Collective Class.

47. Named Plaintiff and the Collective Class are readily ascertainable. For purpose of notice, and other purposes related to this action, their names and

addresses are readily available from Defendants. Notice can be provided to Named Plaintiff and the Collective Class via first class mail to the last address known to Defendants.

**Class Action Factual Allegations**

48. Named Plaintiff also brings this action on behalf of himself and all other similarly-situated individuals pursuant to Fed. R. Civ. P. 23.

49. The Rule 23 Class consists of Named Plaintiff and the similarly-situated individuals who: (1) are current or former employees of Defendants; (2) who performed fiber-optic cable installation work and/or work related to fiber-optic cable installation; (3) who were given the job titles of (without limitation) Technician, Lead Technician, Journeyman, Lineman, and Driver; and (4) who were not paid for the work they performed (the “Class”).

50. The members of the Class seek to recover straight-time pay for each and every hour of work they performed on behalf of Defendants.

51. At Defendants’ request, Named Plaintiff and the Class provided services in the form of work for Defendants.

52. The work performed by Named Plaintiff and the Class was valuable.

53. Defendants obtained a benefit from the work performed by Named Plaintiff and the Class.



54. Named Plaintiff and the Class performed work on behalf of Defendants with the expectation and understanding that they would be paid for such work.

55. Defendants hired Named Plaintiff and the Class and promised to pay them by the hour for the work they performed.

56. Defendants failed to pay Named Plaintiff and the Class for each and every hour of work they performed.

57. Defendants have been enriched at the expense of Named Plaintiff and the Class.

58. Defendants have acted in bad faith, have been stubbornly litigious, and have caused Named Plaintiff and the Class unnecessary trouble and expense.

59. Named Plaintiff and members of the Class repeatedly contacted Defendants Frain and Rolfe and demanded payment of their unpaid wages. Defendants Frain and Rolfe promised to pay, but never did, and began to ignore phone calls and emails from Named Plaintiff and the Class.

60. The Class is so numerous that joinder of all members in a single action is impracticable.

61. On information and belief, the Class consists of more than 100 current and former employees.

62. There are questions of fact or law common to the Class that predominate over any questions affecting individual members.

63. Named Plaintiff and the Class were subject to the same or similar unlawful practices—Defendants’ company-wide scheme, plan, or practice of failing to pay its employees for the work they performed.

64. The claims or defenses of Named Plaintiff are typical of the claims or defenses of the Class.

65. Named Plaintiff will fairly and adequately protect the interests of the Class because his interests do not conflict with the interests of the Class.

66. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

67. Notice can be provided to the Class via first class mail to the last address known to Defendants.

**COUNT ONE**  
**(Fair Labor Standards Act (“FLSA”)**  
**(Failure to Pay Overtime Compensation)**

68. Named Plaintiff reasserts and incorporates by reference paragraphs 4 through 47 of this Complaint as if fully set forth herein.

69. Defendants engaged in a pattern, practice, and policy of failing to pay Named Plaintiff and the Collective Class overtime (i.e., time and one-half the regular hourly rate of pay) for all hours worked over forty (40) in a week.

70. Named Plaintiff and the Collective Class were paid on an hourly basis.

71. Named Plaintiff and the Collective Class consistently worked more than forty (40) hours in a week, but were not paid overtime.

72. Named Plaintiff and the Collective Class repeatedly complained to Defendants about their failure to pay overtime.

73. Defendants made empty promises to pay.

74. As the direct and proximate result of Defendants' unlawful conduct, Named Plaintiffs and the Collective Class have suffered lost wages and other damages.

75. Named Plaintiff and the Collective Class are entitled to back wages, liquidated damages in an equivalent amount, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

**COUNT TWO**  
**(Fair Labor Standards Act ("FLSA"))**  
**(Failure to Pay Minimum Wage)**

76. Named Plaintiff reasserts and incorporates by reference paragraphs 4 through 47 of this Complaint as if fully set forth herein.

77. Defendants engaged in a pattern, practice, and policy of failing to pay Named Plaintiff and the Collective Class at least the federal minimum wage rate of \$7.25 for all hours worked in a week.

78. Named Plaintiff and the Collective Class were paid on an hourly basis.

79. Named Plaintiff and the Collective Class complained to Defendants about not being paid for the work they performed.

80. Defendants made empty promises to pay.

81. As the direct and proximate result of Defendants' unlawful conduct, Named Plaintiffs and the Collective Class have suffered lost wages and other damages.

82. Named Plaintiff and the Collective Class are entitled to back wages, liquidated damages in an equivalent amount, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

**COUNT III**  
**(Unjust Enrichment)**

83. Named Plaintiff reasserts and incorporates by reference paragraphs 4 through 27 and paragraphs 48 through 67 of this Complaint as if fully set forth herein.

84. Defendants have and are being enriched by failing to pay Named Plaintiff and the Class for the work they performed on behalf of Defendants.

85. Defendants promised to pay Named Plaintiff and the Class by the hour for each and every hour of work they performed at an agreed-upon rate.

86. Defendants' promise of payment induced Named Plaintiff and the Class to perform the work requested by Defendants.

87. Defendants obtained a benefit from the work performed by Named Plaintiff and the Class.

88. Defendants refused to pay Named Plaintiff and the Class for all of the work they performed at the agreed-upon rate.

89. It would be inequitable for Defendants to retain the benefit conferred by Named Plaintiff and the Class (i.e., the value of the work they performed) without paying them for such.

90. As the direct and proximate result of Defendants' unlawful conduct, Named Plaintiff and the Class have suffered lost wages and other damages.

**COUNT IV**  
**(Quantum Meruit)**

91. Named Plaintiff reasserts and incorporates by reference paragraphs 4 through 27 and paragraphs 48 through 67 of this Complaint as if fully set forth herein.

92. At Defendants' request, Named Plaintiff and the Class provided services in the form of work for Defendants.

93. The work performed by Named Plaintiff and the Class was valuable, and Named Plaintiff and the Class reasonably expected to be paid for the work they performed at the agreed-upon hourly rate.

94. Defendants obtained a benefit from the work performed by Name Plaintiffs and the Class.

95. Defendants promised to pay Named Plaintiff and the Class by the hour for each and every hour of work they performed, but never did.

96. Named Plaintiff and the Class performed work for Defendants with the expectation and understanding that they would be paid for such work.

97. Defendants' failure to pay Named Plaintiff and the Class for the work they performed is unjust.

98. As the direct and proximate result of Defendants' unlawful conduct, Named Plaintiff and the Class have suffered lost wages and other damages.

**COUNT V**  
**(Promissory Estoppel)**

99. Named Plaintiff reasserts and incorporates by reference paragraphs 4 through 27 and paragraphs 48 through 67 of this Complaint as if fully set forth herein.

100. Defendants promised to pay Named Plaintiff and the Class by the hour for each and every hour of work they performed at an agreed-upon rate.

101. Defendants' promise of payment induced Named Plaintiff and the Class to perform the work requested by Defendants.

102. Named Plaintiff and the Class were justified in relying on Defendants' promise of payment.

103. Defendants refused to pay Named Plaintiff and the Class for all of the work they performed at the agreed-upon rate.

104. It would be unjust and inequitable for Defendants to retain the benefit conferred by Named Plaintiff and the Class (i.e., the value of the work they performed) without paying them for such.

105. As the direct and proximate result of Defendants' unlawful conduct, Named Plaintiff and the Class have suffered lost wages and other damages.

**PRAYER FOR RELIEF**

**WHEREFORE**, Named Plaintiff, on behalf of himself and all other similarly-situated individuals, prays for the following relief as against Defendants:

- A. Certification of this action as a collective action under the FLSA, and prompt issuance of notice pursuant to all other similarly-situated individuals apprising them of the pendency of this action, and permitting them to assert timely FLSA claims by filing individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);
- B. Certification of this action as a class action pursuant to Fed. R. Civ. P. 23., and prompt issuance of notice to all other similarly-situated individuals;
- C. Designation of Named Plaintiff as the Representative of the Collective Class and the Rule 23 Class;
- D. Designation of Named Plaintiff's Counsel as Counsel for the Collective Class and the Rule 23 Class;

- E. A judgment in favor of Named Plaintiff and all other similarly-situated individuals for unpaid wages, liquidated damages, prejudgment interest on unpaid wages, and reasonable attorneys' fees and costs in accordance with the FLSA, 29 U.S.C. § 216(b);
- F. Judgment in favor of Named Plaintiff and all other similarly-situated individuals for compensatory damages caused by Defendants' violations of applicable state laws, pre-judgment and post-judgment interest thereon, and attorneys' fees and costs as allowed under applicable state laws;
- G. Judgment against Defendants that Defendants acted in bad faith; and
- H. Such other and further relief as this Court deems proper and just.

Date: June 12, 2017

Respectfully submitted,

SMITH LAW, LLC

By: /s/ Louise N. Smith

Louise N. Smith

Georgia Bar No. 131876

William J. Smith

Georgia Bar No. 710280

*Attorneys for Named Plaintiff, the  
Collective Class, and the Rule 23  
Class*

SMITH LAW, LLC  
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F: (844) 828-5615



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[william@smithlaw-llc.com](mailto:william@smithlaw-llc.com)

**DEMAND FOR JURY TRIAL**

Pursuant to Fed.R.Civ.P. 38(b), Named Plaintiff, on behalf of himself and all other similarly-situated individuals, demand a trial by jury.

By: /s/ Louise N. Smith  
Louise N. Smith  
Georgia Bar No. 131876  
William J. Smith  
Georgia Bar No. 710280  
*Attorneys for Named Plaintiff, the  
Collective Class, and the Rule 23  
Class*

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[louise@smithlaw-llc.com](mailto:louise@smithlaw-llc.com)  
[william@smithlaw-llc.com](mailto:william@smithlaw-llc.com)

**FONT AND POINT CERTIFICATION**

The undersigned counsel for Named Plaintiff hereby certifies that the within and foregoing COMPLAINT was prepared using Times New Roman, 14-point font in accordance with LR 5.1(B).

This 12th day of June, 2017.

Respectfully submitted,

By: /s/ Louise N. Smith  
Louise N. Smith  
Georgia Bar No. 131876

**CERTIFICATE OF SERVICE**

I hereby certify that I have caused or will cause service to issue upon Defendants to this Action with the foregoing COMPLAINT by personal service pursuant to Fed. R. Civ. P. 4. within the time allowed by Fed. R. Civ. P. 4(m).

This 12th day of June, 2017.

By: /s/ Louise N. Smith  
Louise N. Smith  
Georgia Bar No. 131876

# **EXHIBIT “A”**

**CONSENT TO JOIN COLLECTIVE ACTION**

I hereby consent to be a party plaintiff in the collective action brought against my current or former employer entitled Jonathan Griffin, et al. v. Core Fiber Solutions, Inc., et al. to recover unpaid minimum wages and overtime wages owing to me and to other similarly-situated employees under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.

I hereby authorize SMITH LAW, LLC to pursue any claims I may have as part of the Jonathan Griffin, et al. v. Core Fiber Solutions, Inc., et al. collective action, including such litigation as may be necessary, and I hereby consent, agree, and option to become a party plaintiff herein and to be bound by any settlement of this action or adjudication by the Court.

I was employed in the following position(s): Lead Techician

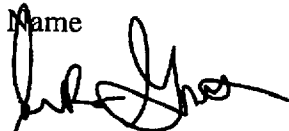
I was employed at the following location(s): Atlanta Ga

Jonathan Griffin

6/2/2017

Print Name

Date



Signature

6527 charter way

Lithonia Ga 30058

Street Address

City

State

Zip

609-353-3966

Xjgriffx@gmail.com

Telephone Number

Email Address

**To join this collective action, you must complete this form and send it to Attorney Louise N. Smith at SMITH LAW, LLC by U.S. mail, facsimile, or email. The contact information for SMITH LAW, LLC appears below.**

SMTH LAW, LLC

Attn: Louise N. Smith, Esq.

3611 Braselton Highway, Suite 202

Dacula, GA 30019

Telephone: (678) 889-2898

Facsimile: (844) 828-5615

Email: [louise@smithlaw-llc.com](mailto:louise@smithlaw-llc.com)

JS44 (Rev. 6/2017 NDGA)

**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)

<p><b>I. (a) PLAINTIFF(S)</b> Johnathan Griffin, on behalf of himself and other similarly-situated individuals.</p> <p><b>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF</b> _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p><b>DEFENDANT(S)</b> Core Fiber Solutions, Inc., Timothy Frain (individually), and Candice Rolfe (individually).</p> <p><b>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT</b> _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p><small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small></p>
<p><b>(c) ATTORNEYS</b> (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)  SMITH LAW, LLC 3611 Braselton Hwy, Ste. 202, Dacula, GA 30019 (678) 889-2898 louise@smithlaw-llc.com william@smithlaw-llc.com</p>	<p><b>ATTORNEYS</b> (IF KNOWN)</p>

<p><b>II. BASIS OF JURISDICTION</b> (PLACE AN "X" IN ONE BOX ONLY)</p> <p><input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF      <input checked="" type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)</p> <p><input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT      <input type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)</p> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><small>PLF</small></td> <td style="text-align: center;"><small>DEF</small></td> <td style="text-align: center;"><small>PLF</small></td> <td style="text-align: center;"><small>DEF</small></td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td>INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td>INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td>FOREIGN NATION</td> </tr> </table>	<small>PLF</small>	<small>DEF</small>	<small>PLF</small>	<small>DEF</small>		<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6	FOREIGN NATION
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**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)

This is a collective action under the Fair Labor Standards ("FLSA"), 29 U.S.C. Sec. 201 et seq., to recover unpaid minimum wages and overtime wages, and a class action under Fed. R. Civ. P. 23 to recover "gap time" wages ("straight-time wages for fewer than forty (40) hours per week at a rate greater than minimum wage) under applicable state laws.

**(IF COMPLEX, CHECK REASON BELOW)**

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

**CONTINUED ON REVERSE**

<b>FOR OFFICE USE ONLY</b>			
RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ <i>(Referral)</i>	NATURE OF SUIT _____	CAUSE OF ACTION _____

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

CONTRACT - "0" MONTHS DISCOVERY TRACK

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

CONTRACT - "4" MONTHS DISCOVERY TRACK

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

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

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

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

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

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

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

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

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

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

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

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

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

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

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

LABOR - "4" MONTHS DISCOVERY TRACK

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

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

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

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
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/CC 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 ANTITRUST
850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

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

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

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE DOCKET NO.

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

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

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

SIGNATURE OF ATTORNEY OF RECORD

DATE 06-12-2017



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fiber Optics Workers Say Core Fiber Solutions Made 'Empty Promises' for OT](#)

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