

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

**EBONY JACKSON, AND ALITHA
JACKSON, individually and on behalf
of all others similarly situated who
consent to their inclusion in a
collective action,**

Plaintiffs,

vs.

**GOOSEBUMPS, INC., BRUCE DOBBS,
GEORGE KELLY AND MARK STEPHENS,
Sr.,**

Defendants.

Civil Action No. _____

Jury Trial Demanded

COMPLAINT

Plaintiffs Ebony Jackson (“E. Jackson”) and Alitha Jackson (“A. Jackson”) (collectively “Plaintiffs”), individually and on behalf of all others similarly situated who consent to their inclusion in a collective action, bring this Complaint against Goosebumps, Inc. (“Goosebumps”) and Bruce Dobbs (“Dobbs”), George Kelly (“Kelly”) and Mark Stephens, Sr. (“Stephens”) (collectively “Defendants”), and shows the Court as follows:

Introduction

1.

This is a wage and hour case. Defendants own and operate an adult nightclub in Atlanta under the trade name “Goosebumps”. Defendants employed Plaintiffs as dancers and entertainers. Defendants misclassified Plaintiffs and other similarly situated employees as independent contractors; failed to pay Plaintiffs minimum wages as set in accordance with the FLSA; required Plaintiffs to kickback tips to Defendants and others for Defendants benefit; and failed to pay Plaintiffs an overtime premium for work in excess of forty hours in a week.

2.

Plaintiffs ask this Court to certify a collective of similarly situated individuals, to wit, “All dancers and entertainers who worked at Goosebumps who in the three years prior to [the relevant date], who were not paid wages, and who consent in writing to their inclusion in a collective action.”

3.

E. Jackson’s Consent to Serve as a Plaintiff Representative in this FLSA action is filed herewith as Exhibit “A”.

4.

A. Jackson’s Consent to Serve as a Plaintiff Representative in this FLSA action is filed herewith as Exhibit “B”.

5.

Plaintiffs request collective relief because Defendants treated all Goosebumps dancers in a similar manner with respect to their compensation.

Jurisdiction and Venue

6.

This Court has subject matter jurisdiction over the present action under Article III, § 2 of the United States Constitution, FLSA § 16(b), 29 U.S.C. § 216(b), 28 U.S.C. § 1331, because this case arises under the FLSA, a federal statute that affects interstate commerce.

7.

Venue properly lies in the Northern District of Georgia under 28 U.S.C. § 1391 because Goosebumps's principal place of business is located in this judicial district and a substantial portion of the events giving rise to the claims herein arose in this judicial district.

The Parties

8.

E. Jackson resides in Cobb County, Georgia.

9.

A. Jackson resides in Clayton County, Georgia.

10.

At all times material hereto, Defendants have operated a nightclub known as “Goosebumps” whose principal place of business is located at 134 Baker Street, Atlanta, Georgia.

11.

Goosebumps is a domestic profit corporation organized under the laws of the State of Georgia.

12.

Goosebumps can be served via its registered agent Alan Begner, 5180 Roswell Road, N.E., South Building, Suite 100, Sandy Springs, Georgia 30328.

13.

Goosebumps is subject to the personal jurisdiction of this Court.

14.

Dobbs is a resident of Henry County, Georgia.

15.

Dobbs is subject to the personal jurisdiction of this Court.

16.

Dobbs is the CEO, CFO, and Secretary of Goosebumps.

17.

Dobbs can be served with process at his business address located at 134 Baker Street, Atlanta, Georgia or wherever he can be found.

18.

Kelly is a resident of Cobb County, Georgia.

19.

Kelly is subject to the personal jurisdiction of this Court.

20.

Kelly is a manager or supervisor at Goosebumps.

21.

Kelly can be served with process at his business address located at 134 Baker Street, Atlanta, Georgia or wherever he can be found

22.

Stephens is a resident of Cobb County, Georgia.

23.

Stephens is subject to the personal jurisdiction of this Court.

24.

Stephens is a manager or supervisor at Goosebumps.

25.

Stephens can be served with process at his business address located at 134 Baker Street, Atlanta, Georgia or wherever he can be found.

Enterprise Coverage

26.

During the three years prior to the filing of this action (hereinafter “the Relevant Time Period”), Goosebumps, Inc. (“the Club”) has been an “enterprise engaged in commerce or in the production of goods for commerce” as defined in FLSA, § 7(a)(1), 29 U.S.C. § 207(a)(1).

27.

At all times during the Relevant Time Period, the Club provided entertainment in the form of nude female dancers.

28.

During 2014, the Club had two or more “employees engaged in commerce” as defined by 29 U.S.C. § 203(s)(1)(A).

29.

During 2015, the Club had two or more “employees engaged in commerce” as defined by 29 U.S.C. § 203(s)(1)(A).

30.

During 2016, the Club had two or more “employees engaged in commerce” as defined by 29 U.S.C. § 203(s)(1)(A).

31.

During 2017, the Club had two or more “employees engaged in commerce” as defined by 29 U.S.C. § 203(s)(1)(A).

32.

At all times during the Relevant Time Period, the Club was an enterprise engaging in interstate commerce by among other things, regularly selling alcoholic beverages that were produced and shipped from outside of the State of Georgia, regularly serving foods that were produced and shipped from outside of the State of Georgia, and regularly processing out-of-state credit card sales in the furtherance of its business.

33.

During 2014, the Club had an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated) within the meaning of 29 U.S.C. § 203(s)(1)(A).

34.

During 2015, the Club had an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated) within the meaning of 29 U.S.C. § 203(s)(1)(A).

35.

During 2016, the Club had an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated) within the meaning of 29 U.S.C. § 203(s)(1)(A).

36.

During 2017, the Club had an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated) within the meaning of 29 U.S.C. § 203(s)(1)(A).

37.

At all times during the Relevant Time Period, the Club had two or more “employees handling, selling or otherwise working on goods or materials that have been moved in or produced for commerce by any person.” as defined in 29 U.S.C. § 203(s)(1)(A).

38.

At all times material hereto, Goosebumps has been an “enterprise engaged in commerce or in the production of goods for commerce” as defined in FLSA § 3(s)(1), 29 U.S.C. § 203(s)(1).

Statutory Employer Allegations

39.

At all times material hereto, Goosebumps was an “employer” of Plaintiffs as defined in FLSA § 3(d), 29 U.S.C. § 203(d).

40.

At all times material hereto, Plaintiffs were “employees” of Goosebumps as defined in the FLSA § 3(e)(1), 29 U.S.C. § 203(e)(1).

41.

At all times material hereto, Dobbs exercised control over the work activities of Plaintiffs.

42.

At all times material hereto, Dobbs was involved in the day-to-day operation of Goosebumps.

43.

At all times material hereto, Goosebumps vested Dobbs with supervisory authority over Plaintiffs.

44.

At all times material hereto, Dobbs exercised supervisory authority over Plaintiffs.

45.

At all times material hereto, Dobbs scheduled Plaintiffs' working hours or supervised the scheduling of Plaintiffs' working hours.

46.

At all times material hereto, Dobbs exercised authority and supervision over Plaintiffs' compensation.

47.

At all times material hereto, Dobbs was an "employer" of Plaintiffs as defined in FLSA § 3(d), 29 U.S.C. § 203(d).

48.

At all times material hereto, Plaintiffs were “employees” of Dobbs as defined in the FLSA § 3(e)(1), 29 U.S.C. § 203(e)(1).

49.

At all times material hereto, Kelly exercised control over the work activities of Plaintiffs.

50.

At all times material hereto, Kelly was involved in the day-to-day operation of Goosebumps.

51.

At all times material hereto, Goosebumps vested Kelly with supervisory authority over Plaintiffs.

52.

At all times material hereto, Kelly exercised supervisory authority over Plaintiffs.

53.

At all times material hereto, Kelly scheduled Plaintiffs’ working hours or supervised the scheduling of Plaintiffs’ working hours.

54.

At all times material hereto, Kelly exercised authority and supervision over Plaintiffs’ compensation.

55.

At all times material hereto, Kelly was an “employer” of Plaintiffs as defined in FLSA § 3(d), 29 U.S.C. § 203(d).

56.

At all times material hereto, Plaintiffs were “employees” of Kelly as defined in the FLSA § 3(e)(1), 29 U.S.C. § 203(e)(1).

57.

At all times material hereto, Stephens exercised control over the work activities of Plaintiffs.

58.

At all times material hereto, Stephens was involved in the day-to-day operation of Goosebumps.

59.

At all times material hereto, Goosebumps vested Stephens with supervisory authority over Plaintiffs.

60.

At all times material hereto, Stephens exercised supervisory authority over Plaintiffs.

61.

At all times material hereto, Stephens scheduled Plaintiffs’ working hours or supervised the scheduling of Plaintiffs’ working hours.

62.

At all times material hereto, Stephens exercised authority and supervision over Plaintiffs' compensation.

63.

At all times material hereto, Stephens was an "employer" of Plaintiffs as defined in FLSA § 3(d), 29 U.S.C. § 203(d).

64.

At all times material hereto, Plaintiffs were "employees" of Stephens as defined in the FLSA § 3(e)(1), 29 U.S.C. § 203(e)(1).

65.

At all times during the Relevant Time Period, the Club directly and indirectly controlled its dancers' work schedules.

66.

At all times during the Relevant Time Period, the Club's managers exercised the authority to require dancers to change their attire.

67.

At all times during the Relevant Time Period, the Club's managers exercised the authority to require dancers to change their hairstyle.

68.

At all times during the Relevant Time Period, the Club's managers exercised the authority to require dancers to change their makeup.

69.

At all times during the Relevant Time Period, the Club's managers exercised the authority to impose discipline upon its dancers, including warnings, suspensions, and terminations.

70.

At all times during the Relevant Time Period, the Club's managers supervised dancers on a day-to-day basis.

71.

At all times during the Relevant Time Period, the Club paid all costs associated with advertising, marketing, and promoting the Club.

72.

At all times during the Relevant Time Period, the Club's managers exercised the authority to prohibit a dancer from performing for any reason.

73.

At all times during the Relevant Time Period, the Club employed a disc jockey ("the DJ") who operated the club's music and made announcements to customers and dancers.

74.

At all times during the Relevant Time Period, the Club enforced a mandatory check-out process its dancers.

75.

At all times during the Relevant Time Period, the Club provided a dressing room for its dancers.

76.

At all times during the Relevant Time Period, the Club posted notices and work rules for its dancers in its dressing room.

77.

At all times during the Relevant Time Period, the Club's managers enforced its work rules and policies as they applied to dancers.

78.

At all times during the Relevant Time Period, the Club did not require its dancers have nude dancing experience or training prior to hire.

79.

At all times during the Relevant Time Period, the Club advertised its business on the internet.

80.

At all times during the Relevant Time Period, such advertisements included photographs of women in provocative apparel.

81.

At all times during the Relevant Time Period, nude female dancing was an integral part of the Club's business.

82.

At all times during the Relevant Time Period, as a matter of economic reality Plaintiffs were “employees” as that term is used in the FLSA, rather than independent contractors.

83.

At all times during the Relevant Time Period, Defendants were Plaintiffs’ “employers” as defined in FLSA § 3(d), 29 U.S.C. § 203(d).

84.

At all times during the Relevant Time Period, Defendants classified Plaintiffs and other dancers as independent contractors.

85.

At all times during the Relevant Time Period, Defendants misclassified Plaintiffs and other dancers as independent contractors.

ADDITIONAL FACTUAL ALLEGATIONS

86.

Defendants employed E. Jackson as a dancer from approximately 2002 until approximately 2006.

87.

Defendants again employed E. Jackson as a dancer from approximately June 2014 through June 14, 2017.

88.

During the Relevant Time Period, E. Jackson normally worked 5-6 days per week.

89.

During the Relevant Time Period, E. Jackson normally worked 9-10 hours during each work shift.

90.

Defendants employed A. Jackson as a dancer from approximately December 12, 2001 until December 5, 2015.

91.

During the Relevant Time Period, A. Jackson normally worked 6 days per week.

92.

During the Relevant Time Period, A. Jackson normally worked 13-14 hours during each work shift.

93.

At all times material hereto, Goosebumps did not employ Plaintiffs in a bona fide professional capacity within the meaning of 29 USC § 213 (a).

94.

At all times material hereto, Goosebumps did not employ Plaintiffs in a bona fide administrative capacity within the meaning of 29 USC § 213 (a).

95.

At all times material hereto, Goosebumps did not employ Plaintiffs in a bona fide executive capacity within the meaning of 29 USC § 213 (a).

96.

At all times material hereto, Goosebumps did not employ Plaintiffs in the capacity of an “outside salesman” so as to be exempt from the minimum and maximum hour requirements of 29 USC § 213 (a).

97.

At all times during the Relevant Time Period, Plaintiffs were not exempt from the minimum wage requirements of the FLSA by reason of any exemption.

98.

At all times material hereto, Plaintiffs were not exempt from the maximum hours requirements of the FLSA by reason of any exemption.

99.

At all times during the Relevant Time Period, Defendants failed to pay Plaintiffs any wages or compensation whatsoever.

100.

At all times during the Relevant Time Period, Plaintiffs’ sole form of remuneration was the receipt of tips from Defendants’ customers.

101.

At all times material hereto, in conjunction with each shift Plaintiffs worked, Defendants required them to pay a portion of their tips as “fees” to the Club and its owners, agents, and employees.

102.

At all times material hereto, Defendants required Plaintiffs to pay a “tip-out” to the DJ of \$5.00 or \$10.00 in conjunction with each shift Plaintiffs worked.

103.

At all times material hereto. Defendants required its dancers to pay them amounts ranging from \$10.00 to \$50.00., in conjunction with each shift Plaintiffs worked,

104.

At all times during the Relevant Time Period, Plaintiff E. Jackson regularly paid Defendants approximately \$40.00-\$60.00 in total fees during each work shift.

105.

At all times during the Relevant Time Period, Plaintiff A. Jackson regularly paid Defendants approximately \$45.00-\$50.00 in total fees during each work shift.

106.

Defendants knew or should have known that the FLSA applied to Plaintiffs and the class they represent.

107.

During the Relevant Period, Defendants failed to compensate Plaintiffs and each member of the collective they seek to represent at a rate of \$7.25 per hour for each hour they worked.

108.

At all times material hereto, Plaintiffs and other Goosebumps dancers regularly worked more than 40 hours per week.

109.

During the Relevant Time Period, Defendants failed to pay their dancers, including Plaintiffs E. Jackson and A. Jackson, at one-and-one-half times their regular rates for work performed in excess of 40 hours in a workweek.

COUNT I - FAILURE TO PAY MINIMUM WAGE

110.

The allegations in all previous paragraphs are incorporated by reference as if fully set out herein.

111.

At all times material hereto, Plaintiffs and the members of the collective they seek to represent have been employees covered by the FLSA and entitled to the minimum wage protections set forth in FLSA § 6(a), 29 U.S.C. § 206(a).

112.

At all times material hereto, Defendants failed to compensate Plaintiffs and the members of the collective they seek to represent at an hourly rate above or equal to the minimum wage.

113.

At all times material hereto, Defendants willfully failed to compensate Plaintiffs and the members of the collective they seek to represent at an hourly rate above or equal to the FLSA minimum wage.

114.

Plaintiffs and the members of the collective they seek to represent are entitled to payment of minimum wages by Defendants, jointly and severally, in an amount to be determined at trial, in accordance with FLSA § 16(b), 29 U.S.C. § 216(b).

115.

Defendants' mandate that Plaintiffs and the members of the collective they seek to represent pay fees to the Club and its managers, and other employees violated the "free and clear" requirement set forth in 29 CFR 531.35.

116.

Plaintiffs and the members of the collective they seek to represent are entitled to recover from Defendants, jointly and severally, all fees and fines that the Club required them to pay as a condition of employment.

117.

As a result of Defendants' willful underpayment of minimum wages as alleged above, Plaintiffs and the members of the collective they seek to represent are entitled to an award of liquidated damages from Defendants, jointly and severally, in accordance with FLSA § 16(b), 29 U.S.C. § 216(b).

118.

As a result of its underpayment of minimum wages as alleged above, Defendants are jointly and severally liable to Plaintiffs and the members of the collective they seek to represent for their costs of litigation, including their reasonable attorney's fees, in accordance with FLSA § 16(b), 29 U.S.C. § 216(b).

COUNT II - FAILURE TO PAY OVERTIME

119.

The allegations in all previous paragraphs are incorporated by reference as if fully set out in this paragraph.

120.

At all times material hereto, Plaintiffs and the members of the collective they seek to represent were employees covered by the FLSA and entitled to the overtime protections set forth in FLSA § 7(a), 29 U.S.C. § 207(a).

121.

During their respective employment with Defendants, Plaintiffs and the members of the collective they seek to represent regularly worked in excess of 40 hours each week.

122.

Defendants failed to pay Plaintiffs and the members of the collective they seek to represent at one-and-one-half times their regular rate for work in excess of 40 hours in any week during the entire period of their employment.

123.

Plaintiffs and the members of the collective they seek to represent are entitled to payment of overtime wages in an amount to be determined at trial, in accordance with FLSA § 16(b), 29 U.S.C. § 216(b).

124.

As a result of the underpayment of overtime compensation as alleged above, Plaintiffs and the members of the collective they seek to represent are entitled to liquidated damages in accordance with FLSA § 16(b), 29 U.S.C. § 216(b).

125.

As a result of the underpayment of overtime compensation as alleged above, Plaintiffs and the members of the collective they seek to represent are entitled to their litigation costs, including their reasonable attorney's fees, in accordance with FLSA § 16(b); 29 U.S.C. § 216(b).

COUNT III – COLLECTIVE ACTION ALLEGATIONS

126.

The allegations in all previous paragraphs are incorporated by reference as if fully set out in this paragraph.

127.

At all times during the three years prior to the filing of this Complaint, Defendants have violated 29 U.S.C. § 207 by failing to pay overtime wages to all dancers who worked for Goosebumps.

128.

At all times during the three years prior to the filing of this Complaint, Defendants have violated 29 U.S.C. § 207 by failing to pay overtime wages to all Goosebumps' dancers in the same manner as alleged above with respect to Plaintiffs E. Jackson and A. Jackson.

129.

All dancers who have worked for Defendants within the three years prior to the filing of this action are “similarly situated” to Plaintiffs E. Jackson and A, Jackson within the meaning of FLSA § 16 (b), 29 U.S.C. § 216(b).

130.

Defendants are liable pursuant to 29 U.S.C. § 201 *et seq.* to all individuals similarly situated to Plaintiffs E. Jackson and A, Jackson for unpaid overtime

wages, attorney's fees and costs of litigation, and other such equitable and legal relief that this Court finds proper.

131.

The proposed collective of individuals similarly situated to Plaintiffs E. Jackson and A, Jackson should be defined as "All individuals who performed the role of dancer for Goosebumps and whom Goosebumps treated as independent contractors and not as employees at any time from three years prior to the date of filing this action through the date of filing of this action."

132.

All such individuals similarly situated to Plaintiffs E. Jackson and A. Jackson would benefit from the issuance of a Court supervised Notice of Present Lawsuit and opportunity to consent in writing to their inclusion as Plaintiffs in this lawsuit pursuant to 29 U.S.C. § 216(b).

133.

All such individuals similarly situated to Plaintiffs E. Jackson and A, Jackson are known to Defendants, are readily identifiable, and can be located through the records of Defendants.

WHEREFORE, Plaintiffs respectfully pray:

1. That Plaintiffs' claims be tried before a jury;

2. That Plaintiffs be awarded an amount to be determined at trial against Defendants in unpaid minimum wages due under the FLSA, plus an additional like amount in liquidated damages;
3. That Plaintiffs be awarded an amount to be determined at trial against Defendants in unpaid overtime wages due under the FLSA, plus an additional like amount in liquidated damages;
4. That Plaintiffs be awarded their costs of litigation, including their reasonable attorneys' fees from Defendants;
5. That Plaintiffs be awarded nominal damages;
6. That the Court issue a Notice of Present Lawsuit to all individuals similarly situated to Plaintiffs, allowing all such similarly-situated individuals to file their written consent to join this action as Plaintiffs;
7. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

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kevin.fitzpatrick@dcbflegal.com

**DELONG CALDWELL BRIDGERS
FITZPATRICK & BENJAMIN, LLC**

/s/Charles R. Bridgers
Charles R. Bridgers
Ga. Bar No. 080791
Kevin D. Fitzpatrick, Jr.
Ga. Bar No. 262375
Counsel for Plaintiffs

JS44 (Rev. 1/13 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>I. (a) PLAINTIFF(S)</p> <p>EBONY JACKSON, AND ALITHA JACKSON, individually and on behalf of all others similarly situated who consent to their inclusion in a collective action</p> <p>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>Cobb County</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p>DEFENDANT(S)</p> <p>GOOSEBUMPS, INC., BRUCE DOBBS, GEORGE KELLY AND MARK STEPHENS, Sr.,</p> <p>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</p>
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<p>(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)</p> <p>Charles R. Bridgers and Kevin D. Fitzpatrick, Jr. DeLong Caldwell Bridgers Fitzpatrick & Benjamin, LLC 3100 Centennial Tower 101 Marietta Street, NW Atlanta, GA 30303 (404)979-3150 charlesbridgers@dcbflegal.com kevin.fitzpatrick@dcbflegal.com</p>	<p>ATTORNEYS (IF KNOWN)</p>
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II. BASIS OF JURISDICTION
(PLACE AN "X" IN ONE BOX ONLY)

<input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF	<input checked="" type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
<input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT	<input type="checkbox"/> 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	
<input type="checkbox"/> 1	<input type="checkbox"/> 1	CITIZEN OF THIS STATE	<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	CITIZEN OF ANOTHER STATE	<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	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	<input type="checkbox"/> 6	<input type="checkbox"/> 6	FOREIGN NATION

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

<input checked="" type="checkbox"/> 1 ORIGINAL PROCEEDING	<input type="checkbox"/> 2 REMOVED FROM STATE COURT	<input type="checkbox"/> 3 REMANDED FROM APPELLATE COURT	<input type="checkbox"/> 4 REINSTATED OR REOPENED	<input type="checkbox"/> 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)	<input type="checkbox"/> 6 MULTIDISTRICT LITIGATION	<input type="checkbox"/> 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
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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)

Fair Labor Standards Act of 1938 (as amended) (29 U.S.C. § 201 et.seq.)

(IF COMPLEX, CHECK REASON BELOW)

<input 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

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 138
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 441 VOTING
442 EMPLOYMENT
443 HOUSING/ ACCOMMODATIONS
444 WELFARE
440 OTHER CIVIL RIGHTS
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 (1395i)
862 BLACK LUNG (923)
863 DIWW (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
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
891 AGRICULTURAL ACTS
893 ENVIRONMENTAL MATTERS
895 FREEDOM OF INFORMATION ACT
950 CONSTITUTIONALITY OF STATE STATUTES
890 OTHER STATUTORY ACTIONS
899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
830 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 Charles R. Bridger

July 14, 2017

SIGNATURE OF ATTORNEY OF RECORD

DATE

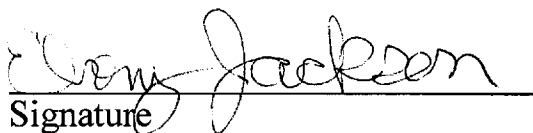
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

**CONSENT TO SERVE AS A PLAINTIFF REPRESENTATIVE UNDER THE
FAIR LABOR STANDARDS ACT**

I, Ebony Jackson, a current or former employee of Goose Bumps, Inc., understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended. (29 U.S.C. §201, *et seq.*) I consent to serve as a Plaintiff and Class Representative in the above-referenced action¹ and to fairly represent the interests of the class members with respect to all cognizable claims for minimum wage and overtime compensation and any other benefits available under the Fair Labor Standards Act and other applicable laws, in accordance with the Fee Agreement executed by the undersigned for such purpose.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

This 13th day of June 2017.


Signature

¹ In the event that this case is dismissed without prejudice, my claim is dismissed without prejudice or any class in this case is decertified, I consent to serve as a Plaintiff, Class Representative and/or Opt-In Plaintiff in any subsequent action brought against any and/or all Defendants and any other defendants to recover under the FLSA as part of collective action or individually. I reserve the right to revoke this Consent in part or in its entirety upon written notice to my Attorneys or the Court.

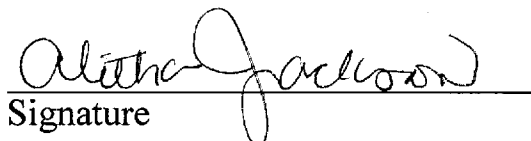
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

**CONSENT TO SERVE AS A PLAINTIFF REPRESENTATIVE UNDER THE
FAIR LABOR STANDARDS ACT**

I, Alitha Jackson, a current or former employee of Goose Bumps, Inc., understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended. (29 U.S.C. §201, *et seq.*) I consent to serve as a Plaintiff and Class Representative in the above-referenced action¹ and to fairly represent the interests of the class members with respect to all cognizable claims for minimum wage and overtime compensation and any other benefits available under the Fair Labor Standards Act and other applicable laws, in accordance with the Fee Agreement executed by the undersigned for such purpose.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

This 19th day of June 2017.


Signature

¹ In the event that this case is dismissed without prejudice, my claim is dismissed without prejudice or any class in this case is decertified, I consent to serve as a Plaintiff, Class Representative and/or Opt-In Plaintiff in any subsequent action brought against any and/or all Defendants and any other defendants to recover under the FLSA as part of collective action or individually. I reserve the right to revoke this Consent in part or in its entirety upon written notice to my Attorneys or the Court.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Atlanta Nightclub Goosebumps Facing FLSA Lawsuit](#)
