

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY  
CENTRAL DIVISION AT LEXINGTON  
CIVIL ACTION NO. \_\_\_\_\_

*Electronically Filed*

**ANDRE JOHNSON, on behalf of  
himself and all others similarly situated**

**PLAINTIFF**

v.

**SR JUSTUS, INC.**

**DEFENDANT**

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**COLLECTIVE ACTION COMPLAINT**

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Plaintiff Andre Johnson, by and through counsel, on behalf of himself and all others similarly situated, submits this Collective Action Complaint against Defendant SR Justus, Inc.

**Introduction**

1. Johnson, on behalf of himself and all others similarly situated, brings this action against his former employer, Justus, to redress violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* Justus' violations of the FLSA have deprived Johnson, as well as others similarly situated to Johnson, of wages to which they are entitled by law.

2. Johnson and other similarly-situated current and former employees of Justus regularly worked more than forty hours per week without receiving any overtime compensation as required by 29 U.S.C. § 207(a). Pursuant to 29 U.S.C. § 216(b), Johnson is permitted to maintain this action "for and in behalf of himself . . . and other employees similarly situated."

3. This action is brought to recover unpaid overtime compensation owed to Johnson and all other similarly-situated current and former employees of Justus.

**Parties, Jurisdiction, and Venue**

4. Johnson is, and at all times relevant to this action was, a citizen and resident of Lexington, Fayette County, Kentucky.

5. Plaintiff consents to be a party plaintiff to this action pursuant to 29 U.S.C. § 216(b).  
**(Ex. 1)**

6. Justus is, and at all times relevant to this action was, a Kentucky corporation licensed to conduct business in the Commonwealth of Kentucky, and which conducted business in Lexington, Fayette County, Kentucky, and throughout the Commonwealth of Kentucky. Justus may be served via its registered agent for service of process, Steve Justus, at 2421 Eastway Drive, Lexington, Kentucky 40503.

7. Johnson's claims in this action are brought pursuant to 29 U.S.C. § 207(a), and certification of a collective action for those claims is sought pursuant to 29 U.S.C. § 216(b).

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331.

9. The United States District Court for the Eastern District of Kentucky is the appropriate venue for this action pursuant to 28 U.S.C. § 1391(b) and Local Rule 3.1(a)(2)(B).

**Facts**

10. FedEx, an international parcel delivery company, contracts with local vendors to pick up and deliver goods and packages to both residential and business customers. FedEx contracted with Justus, which, in turn, employed parcel delivery drivers to perform all pick-up and delivery services.

11. Upon information and belief, FedEx contracts with Justus to pick up and deliver packages throughout the Commonwealth of Kentucky, including in Florence (northern Kentucky), Lexington (central Kentucky), and Elizabethtown (western Kentucky), for which Justus is paid in excess of \$500,000.00 on an annual basis.

12. Upon information and belief, Justus currently employs more than 10 parcel delivery drivers throughout the Commonwealth of Kentucky. And, in the last three years, has employed (including current employees) more than 25 parcel delivery drivers.

13. Justus hired Johnson as a parcel delivery driver in June 2017. Justus terminated Johnson on February 22, 2018.<sup>1</sup>

14. As part of his duties and responsibilities, Johnson arrived at the FedEx terminal in Lexington, Kentucky, every morning. He received a “manifest” from FedEx that set forth each of the deliveries and/or pick-ups for that day and, with or without the help of a FedEx employee, loaded the parcels to be delivered in his truck. On average, Johnson, as well as all other similarly-situated current and former employees, spent approximately two hours at the terminal before departing to deliver parcels.

15. At the end of each day, Johnson returned to the FedEx terminal to return any undelivered parcels and to drop off all parcels that were picked up for delivery, as well as to complete any necessary paperwork. On average, Johnson, as well as all other similarly-situated current and former employees, spent approximately one hour at the terminal before going home for the day.

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<sup>1</sup> Johnson alleges in a separate state-court action that he was wrongfully terminated for filing or pursuing a workers’ compensation claim in violation of KRS § 342.197. The basis for Johnson’s termination is not at issue in this federal-court proceeding.

16. Throughout the course of his employment, Johnson regularly worked in excess of forty hours per week. Current and former employees similarly situated to Johnson also regularly worked in excess of forty hours per week.

17. Justus never paid Johnson overtime wages—time-and-a-half his regular rate of pay—for any and all hours worked in excess of forty in a work week.

18. Justus' compensation scheme for its parcel delivery drivers is a confusing amalgam of varying pay practices, making use of hourly rate, day rate, and non-discretionary bonus amounts, the intentional complexity of which suggests an effort by Justus to conceal the true method by which wages are calculated generally and the complete absence of overtime wages from employee remuneration specifically.

19. Justus maintains a Thursday to Wednesday work week, with paychecks issued to employees every Thursday for the prior week.

20. Upon being hired, Justus informed Johnson that he would earn a day-rate, a lump sum of money for each day worked regardless of the number of hours he worked.

21. Johnson's paychecks, however, revealed an hourly rate paid to him for eight hours per day, regardless of the number of hours he worked that day.<sup>2</sup>

22. When Johnson worked less than forty hours in a work week, his paychecks revealed that he was paid an hourly rate for the hours worked.

23. When Johnson worked more than forty hours in a work week, his paychecks reveal that he was paid an hourly rate only for forty hours worked.

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<sup>2</sup> Even these paychecks, however, shorted Johnson on the actual wages due to him. For instance, for the pay period of August 3 through August 9, 2017, for which Johnson was paid on August 10, 2017, Johnson worked 40 hours and was paid, according to his paycheck, \$16.88 per hour. Instead of being paid a gross amount of \$675.20 (\$16.88 x 40), Justus only paid Johnson \$675.00.

24. On several of the many occasions when Johnson worked more than forty hours in a work week, his paycheck reveals that he was paid an hourly rate for all hours, not time-and-a-half for all hours worked in excess of forty that week.

25. Most of the time, however, Johnson worked more than 40 hours in a work week, but was not paid overtime wages for any of the overtime hours.

26. In addition to the confusion created by whether Justus compensated Johnson, and all other similarly-situated current and former employees, using an hourly rate or a day rate, Justus paid Johnson, and all other similarly-situated current and former employees, a non-discretionary "commission." How the commission amount was calculated was not explained to Johnson, but during his employment the commission payment was as low as \$2.00 and as high as \$66.00 per pay period.

27. Regardless of whether Justus compensated Johnson, and all other similarly-situated current and former employees, using an hourly rate or a day rate, Justus did not compute or include any overtime pay when determining compensation due to each employee.

28. If Justus compensated Johnson and all other similarly-situated current and former employees on an hourly basis, as the paychecks suggest, Johnson and all other similarly-situated current and former employees were not paid time-and-a-half for all hours worked in excess of forty in each work week.

29. For example: if Johnson worked 50 hours in a work week, and his regular rate of pay was \$16.88 per hour, Justus would be obligated to compensate Johnson a gross amount of \$928.40 ((40 x \$16.88 = \$675.20) + (10 x \$25.32 = \$253.20)).

30. If Justus compensated Johnson and all other similarly-situated current and former employees on a day-rate basis, Johnson and all other similarly-situated current and former employees were not paid time-and-a-half for all hours worked in excess of forty in a work week.

31. For example: if Johnson earned \$135.00 per day (\$675.00 per week), and Johnson worked 50 hours that work week and earned \$50.00 in non-discretionary commissions, Justus would have been required to compensate Johnson a gross amount of \$797.50. This calculation starts by adding the total day-rate for the week and the non-discretionary commissions earned ( $\$675.00 + \$50.00 = \$725.00$ ). That amount is then divided by 50, the total hours worked, to determine the regular rate of pay ( $\$725.00 / 50 = \$14.50$  per hour;  $\$14.50 \times 1.5 = \$21.75$  per overtime hour). The rates of pay are then multiplied by the hours worked ( $40 \times \$14.50 = \$580.00$ ;  $10 \times \$21.75 = \$217.50$ ;  $\$580.00 + \$217.50 = \$797.50$  total gross pay). *See* 29 C.F.R. §§ 778.112, 778.117, 778.118.

32. To properly calculate all compensation due to Johnson and all other similarly-situated current and former employees, Justus must maintain accurate records of hours worked for each employee. In violation of the 29 U.S.C. § 211(c), Justus does not do so. In particular, Justus does not account for all time employees spend working each day, either at the FedEx terminal or on their delivery route.

33. Justus did not maintain adequate or accurate records of all time employees spend working during the work day because the company had no intention, despite the clarity of the overtime pay requirements found in the FLSA and the Department of Labor regulations, to compensate them for any overtime worked in a work week.

34. Justus cannot proffer any justifiable or good-faith basis for refusing or otherwise failing to compensate Johnson, and all other similarly-situated current and former employees, for overtime worked each work week.

**COLLECTIVE ACTION ALLEGATIONS**

35. Johnson brings this action pursuant to 29 U.S.C. § 216(b) on his own behalf and on behalf of a collective of other persons similarly situated, defined as follows:

All current and former parcel delivery drivers employed by SR Justus, Inc., in the Commonwealth of Kentucky who, in the three years immediately preceding the filing of this Collective Action Complaint, were not paid overtime compensation for all work performed in excess of forty hours per week.

36. Questions of law and fact are common among Johnson and the collective, including, but not limited to, the following:

A. whether Johnson and the collective were formerly employed or are currently employed as parcel delivery drivers;

B. whether Justus failed to pay former employees and continues to fail to pay current employees overtime compensation in violation of 29 U.S.C. § 207(a);

C. whether Justus maintained for former employees and continues to maintain for current employees a policy, practice, or custom that prevents the employees from submitting time records reflecting all hours worked in the work week in violation of the Fair Labor Standards Act;

D. whether Justus failed for former employees and continues to fail for current employees to maintain adequate and accurate records of all time employees spend working each day and in the work week; and

E. whether Justus's failure to pay overtime to former and current employees was willful within the meaning of the Fair Labor Standards Act.

37. There are potentially numerous other similarly-situated current and former employees of Justus who have been improperly compensated in violation of the FLSA and who would benefit from the issuance of a Court-approved or Court-supervised notice of this collection action and given the opportunity to join this collective action pursuant to 29 U.S.C. § 216(b).

38. Johnson and each member of the collective he seeks to represent are similarly situated: they formerly were or currently are employed by Justus as parcel delivery drivers; they performed or currently perform the same or substantially similar duties; they reported or currently report to the same supervisor(s); they were or currently are paid the same or a substantially similar amount of money; they regularly worked or currently work more than forty hours per week; they were not or currently are not paid overtime compensation for all hours worked in excess of forty hours each work week; and Justus does not maintain adequate or accurate records of time they spent or currently spend working each day or each week.

39. Johnson will fairly and adequately represent and protect the interests of the collective.

40. Johnson has retained competent counsel experienced with labor and employment matters, with matters arising under the Fair Labor Standards Act, and with class and collective action litigation.

41. The names and addresses of the members of the collective are available from Justus.

**Count I:**  
**Violation of the Fair Labor Standards Act, 29 U.S.C. § 207(a)**

42. Johnson was an "employee" as defined by the FLSA. 29 U.S.C. § 203(e)(1).



43. Each member of the collective—persons currently or formerly employed by Justus as parcel delivery drivers—is or was an “employee” as defined by the FLSA. *Id.*

44. Justus is an “employer” as defined by the FLSA. 29 U.S.C. § 203(d).

45. Justus is an “enterprise” engaged in “commerce,” or in the production of “goods” for “commerce,” within the meaning of FLSA. 29 U.S.C. § 203(b), (i), (j), (r), and (s).

46. At all times relevant to this Collective Action Complaint, Justus has had gross operating revenues in excess of \$500,000.00. 29 U.S.C. § 203(s)(1)(A)(i) and (ii).

47. Justus was required to pay Johnson, as well as all persons currently and formerly employed as parcel delivery drivers, overtime compensation (one-and-a-half times their regular rate of pay) for all hours worked in excess of forty hours in a work week.

48. By failing to pay Johnson and all other similarly-situated current and former employees appropriate overtime compensation, Justus has willfully, knowingly, intentionally, or recklessly violated the FLSA, 29 U.S.C. § 207(a) and corresponding federal regulations, 29 C.F.R. 778.107 *et seq.*

49. By failing to pay Johnson and all other similarly-situated current and former employees appropriate overtime compensation, Justus has willfully and intentionally engaged in a widespread pattern and practice of violating the FLSA, 29 U.S.C. § 207(a), and corresponding federal regulations, 29 C.F.R. § 778.107 *et seq.*

50. Justus has made no good faith effort to comply with the FLSA or the corresponding federal regulations.

51. Justus has failed to make, keep, and preserve records for Johnson and for each putative member of the collective showing their hours worked each day and each work week sufficient to determine the wages, hours, and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. § 211(c).

52. As a result of Justus' violations and unlawful acts, Johnson and all other similarly-situated current and former employees have suffered damages, including, but not limited to, total and complete overtime compensation in an amount to be determined at trial, and Johnson and all other similarly-situated current and former employees are entitled to recover injunctive relief, liquidated damages, pre-judgment interest, and attorney's fees, costs, and expenses.

**Prayer for Relief**

Wherefore, Plaintiff Andre Johnson, on behalf of himself and a collective of similarly-situated current and former employees of Defendant SR Justus, Inc., prays that the Court award him, and the collective, the following relief:

- A. for a trial by jury;
- B. for a declaration that the compensation practices complained of in this Collective Action Complaint are unlawful;
- C. for a judgment in favor of Johnson and the collective on all claims asserted in this Collective Action Complaint;
- D. for the designation of this action as a collective action on behalf of the collective, those current and former parcel delivery drivers employed by Justus who are similarly-situated to Johnson;
- E. for the designation of Johnson as the collective's representative;
- F. for the designation of undersigned counsel as the collective's counsel;

G. for the issuance, at the earliest possible time, of notice to the members of the collective apprising them of their rights to opt in to this action and permitting them to assert timely claims for overtime compensation that was not or has not been paid to them;

H. for the equitable tolling of the statute of limitations from the date of the filing of this Collective Action Complaint until the expiration of the deadline for filing consent-to-sue forms pursuant to 29 U.S.C. § 216(b);

I. for an injunction against Justus from continuing to engage in the unlawful compensation practices set forth in this Collective Action Complaint;

J. for an award of compensatory damages and equitable relief, including, but not limited to, back pay, liquidated damages, and pre-judgment interest;

K. for an award of attorney's fees, costs, and expenses incurred in prosecuting this action; and

L. any and all other relief to which Johnson and the collective may be entitled.

Respectfully submitted,

/s/ Matthew T. Lockaby

Matthew T. Lockaby

Lockaby PLLC

1795 Alysheba Way, Suite 4207

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Fax: 844.270.3044

Email: mlockaby@lockabylaw.com

*Counsel for Plaintiff, Andre Johnson*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY  
CENTRAL DIVISION AT LEXINGTON  
CIVIL ACTION NO. \_\_\_\_\_

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DEFENDANT

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CONSENT TO JOIN

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1. Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b), I hereby consent and agree to join and act as a party 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.

Printed Name:

Andre Johnson

Signature:

Andre Johnson

Date:

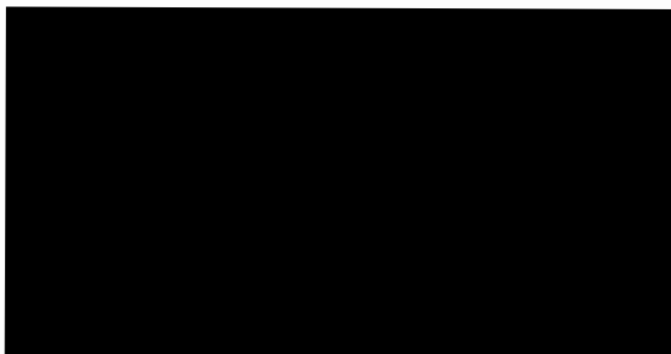
3-16-2018

Street Address:

City, State, Zip Code:

Telephone Number:

Email Address:



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

**UNITED STATES DISTRICT COURT**

for the

Eastern District of Kentucky

ANDRE JOHNSON )

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Civil Action No.

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*Plaintiff(s)*

v.

SR JUSTUS, INC.

\_\_\_\_\_  
*Defendant(s)*

**SUMMONS IN A CIVIL ACTION**

To: (*Defendant's name and address*) SR JUSTUS, INC.  
 REGISTERED AGENT: Steve Justus  
 2421 Eastway Drive  
 Lexington, KY 40503

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: Lockaby, PLLC; Matthew T. Lockaby, 1795 Alysheba Way, Suite 4207, Lexington, KY 40509.

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*

JS 44 (Rev. 06/17)

**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.)

<p><b>I. (a) PLAINTIFFS</b> Andre Johnson</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Fayette County</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Matthew T. Lockaby -- Lockaby PLLC 1795 Alysheba Way, Suite 4207, Lexington, Kentucky 40509 (859) 263-7884</p>	<p><b>DEFENDANTS</b> SR Justus, Inc.</p> <p>County of Residence of First Listed Defendant <u>Fayette County</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i> Unknown</p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" 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
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**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)* Click here for: [Nature of Suit Code Descriptions](#)

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	<p><b>PERSONAL INJURY</b></p> <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	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<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	<p><b>CIVIL RIGHTS</b></p> <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	<p><b>LABOR</b></p> <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	<p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
	<p><b>PRISONER PETITIONS</b></p> <p><b>Habeas Corpus:</b></p> <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	<p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p><b>SOCIAL SECURITY</b></p> <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))	<p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**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 - Transfer   
 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
29 USC 207(a) and 216(b)

Brief description of cause:  
Collective Action for Unpaid Overtime Wages

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    **DEMAND \$** \_\_\_\_\_

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**     Yes     No

**VIII. RELATED CASE(S) IF ANY**    *(See instructions):*    JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: March 19, 2018    SIGNATURE OF ATTORNEY OF RECORD:

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employee Claims Justus' 'Confusing Algorithm of Pay Practices' Excludes OT Wages](#)

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