

3. Venue is appropriate in the Eastern District of Pennsylvania because the events or omissions giving rise to Named Plaintiff's claims occurred therein and because Defendants are doing business and/or may be served with process therein.

The Parties

4. Named Plaintiff Matthew P. Manes is an adult individual and is a citizen and resident of the United States. Plaintiff resides in Philadelphia, Pennsylvania.

5. Defendant 9dots Management Corp., LLC ("9dots") is a Pennsylvania corporation with its principal place of business at 1100 East Hector Street, Suite 245, Conshohocken, Pennsylvania 19428.

6. 9dots is an employer pursuant to the FLSA because it generates over \$500,000.00 in gross revenue annually or because it engages in interstate commerce.

7. 9dots is an employer within the meaning of the PMWA and the WPCL.

8. 9dots is a computer software company.

9. In 2016, 9dots employed approximately fifteen individuals.

10. Defendant John L. Florio ("Florio") has a principal place of business at 1100 East Hector Street, Suite 245, Conshohocken, Pennsylvania 19428. Florio is President and Chief Executive Officer of 9dots.

11. At all relevant times hereto, Florio acted as an agent of and on behalf of 9dots.

12. Florio is an employer pursuant to the FLSA because he exercises significant control over 9dots' operations, he exercised supervisory authority over Named Plaintiff and Collective Plaintiffs, and he was responsible in whole or part for the alleged violations set forth herein.

13. Florio is an employer within the meaning of the PMWA and the WPCL because he is policy decision maker for 9dots in all areas of business, including but not limited to, compensation of employees.

FLSA Collective Action Allegations

14. Named Plaintiff brings this action for violations of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons presently and formerly employed by Defendants as exempt employees subject to Defendants' unlawful pay practices and policies described herein and who worked for Defendants at any point in the three years preceding the date the instant action was initiated (the members of this putative class are referred to as "Collective Plaintiffs").

15. Named Plaintiff and Collective Plaintiffs have been and are subject to the same unlawful wage policies and practices of Defendants discussed herein.

16. Named Plaintiff and Collective Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendants' unlawful policies and practices as described herein.

17. There are numerous similarly situated current and former employees of Defendants who were not paid minimum wage and/or overtime compensation in violation of the FLSA and who would benefit from the issuance of a Court Supervised Notice of the instant lawsuit and the opportunity to join in the present lawsuit.

18. Similarly situated employees are known to Defendants, are readily identifiable by Defendants, and can be located through Defendants' records.

19. Therefore, Named Plaintiff should be permitted to bring this action as a collective action for and on behalf of himself and those employees similarly situated, pursuant to the "opt-in" provisions of the FLSA, 29 U.S.C. § 216(b).

Factual Background

20. On December 29, 2015, 9dots made an offer of employment to Named Plaintiff to work as a Senior Manager, which offer Named Plaintiff accepted. A true and correct copy of 9dots' December 29, 2015 offer letter is attached hereto as **Exhibit "A"**.

21. Pursuant to the terms of 9dots' offer of employment, 9dots agreed to compensate Named Plaintiff with a base annual salary of \$70,000.00 payable in equal bi-weekly installments, "Great Game of Business" bonuses of approximately 14-18% of Named Plaintiff's salary, and 120 hours of paid time off. See Exhibit "A".

22. On January 11, 2016, Named Plaintiff began working for 9dots as a Senior Manager at its office in office Conshohocken, Pennsylvania.

23. Defendants designated Named Plaintiff as an exempt employee under federal law.

24. Defendants designated Collective Plaintiffs as exempt employees under federal law.

25. Each paycheck issued to Named Plaintiff provides that he was compensated as an exempt salaried employee.

26. Upon information and belief, each paycheck issued to Collective Plaintiffs provides that they were compensated as exempt salaried employees.

27. As a Senior Manager, Named Plaintiff worked approximately 42-43 hours per week.

28. Collective Plaintiffs regularly worked/work over 40 hours per week.

29. As a Senior Manager, Named Plaintiff's job duties included interfacing with 9dots' clients and providing them with status updates, tracking 9dots' client projects, and managing tasks associated with 9dots' client projects.

30. 9dots did not pay any wages to Named Plaintiff from June 19, 2016 through August 13, 2016 (four pay periods).

31. Named Plaintiff estimates that 9dots failed to pay \$10,769.24 in salary from June 19, 2016 through August 13, 2016.

32. 9dots also failed to pay Named Plaintiff's "Great Game of Business" bonuses from January through June 2016. Named Plaintiff estimates that 9dots failed to pay \$3,500.00 in "Great Game of Business" bonuses from January through June 2016.

33. 9dots also failed to pay Named Plaintiff for 88 hours of unused paid time off ("PTO") in 2016.

34. Named Plaintiff estimates that 9dots failed to pay \$2,692.00 in unused PTO in 2016.

35. On August 15, 2016, Named Plaintiff resigned from his employment with 9dots due to 9dots' failure to pay his salary and bonuses from June 19, 2016 through August 13, 2016.

36. By letter dated August 29, 2016, Named Plaintiff, through his counsel, demanded that 9dots pay all unpaid salary and bonuses due, unused PTO, interest, liquidated damages, and attorney's fees.

37. By letter dated September 12, 2016, Defendants admitted that they had not paid Named Plaintiff all wages, including bonuses and paid time off, due to him. A true and correct copy of 9dots' September 12, 2016 letter to Plaintiff is attached hereto as **Exhibit "B"**.

38. On October 4, 2016, 9dots directly deposited \$1,760.98 into Named Plaintiff's bank account.

39. According to the pay stub associated with the October 4, 2016 direct deposit, the \$1,760.98 deposit was for the pay period June 19, 2016 through July 2, 2016. According to the

pay stub, \$1,793.07 was for salary, \$583.33 was for bonuses, and \$218.97 was for PTO. 9dots deducted \$50.53 for health benefits and withheld \$783.86 for taxes.

40. The paystub is not accurate because Named Plaintiff earned \$2,692.31 per pay period. Further, Named Plaintiff is no longer covered under 9dots' health plan.

41. On November 1, 2016, 9dots directly deposited \$1,760.98 into Named Plaintiff's bank account.

42. According to the pay stub associated with the November 1, 2016 direct deposit, the \$1,760.98 deposit was for the pay period July 17, 2016 through July 30, 2016. According to the pay stub, \$1,795.43 was for salary, \$583.33 was for bonuses, and \$218.97 was for PTO. 9dots deducted \$50.53 for health benefits and withheld \$786.86 for taxes.

43. The paystub is not accurate because Named Plaintiff earned \$2,692.31 per pay period. Further, Named Plaintiff is no longer covered under 9dots' health plan.

44. On December 6, 2016, 9dots directly deposited \$1,760.98 into Named Plaintiff's bank account.

45. According to the pay stub associated with the December 6, 2016 direct deposit, the \$1,760.98 deposit was for the pay period November 20, 2016 through December 3, 2016, even though Named Plaintiff resigned on August 15, 2016. According to the pay stub, \$1,795.77 was for salary, \$583.33 was for bonuses, and \$218.97 was for PTO. 9dots deducted \$50.53 for health benefits and withheld \$786.86 for taxes.

46. The paystub is not accurate because Named Plaintiff earned \$2,692.31 per pay period. Further, Named Plaintiff is no longer covered under 9dots' health plan.

47. To date, 9dots has failed to pay all wages due for the pay periods June 19, 2016 through July 2, 2016 and July 17, 2016 through July 30, 2016.

48. To date, 9dots has failed to pay any wages due for the pay periods July 3, 2016 through July 16, 2016 and July 31, 2016 through August 13, 2016.

49. Named Plaintiff calculates that 9dots owes him \$5,384.97 in unpaid salary.

50. To date, 9dots has also failed to pay the monthly and quarterly bonuses owed to Named Plaintiff. Named Plaintiff calculates that 9dots owes him approximately \$1,750.01 in unpaid bonuses.

51. To date, 9dots has also failed to pay unused paid time off (88 hours). Named Plaintiff calculates that 9dots owes him approximately \$2,035.09 in unpaid paid time off.

52. Upon information and belief, Defendants have also failed to pay Collective Plaintiffs wages, including bonuses, during the last three years.

Count I
FLSA – Failure to Pay Minimum Wage
Named Plaintiff and Collective Plaintiffs vs. Defendants

53. Paragraphs 1 through 52 are incorporated herein by reference as if set forth at length.

54. As averred above, 9dots is an employer within the meaning of the FLSA.

55. As averred above, Florio is an employer within the meaning of the FLSA.

56. At all relevant times, Defendants were responsible for paying wages to Named Plaintiff and Collective Plaintiffs.

57. At all relevant times, Named Plaintiff and Collective Plaintiffs were exempt employees of Defendants.

58. In 2016, Pennsylvania's minimum wage was \$7.25 per hour.

59. As averred above, in 2016, Named Plaintiff and Collective Plaintiffs worked over 40 hours per week.

60. As averred above, 9dots failed to pay Named Plaintiff from June 19, 2016 through August 13, 2016.

61. As averred above, 9dots also failed to pay Collective Plaintiffs during the last three years.

62. Accordingly, 9dots failed to pay Named Plaintiff and Collective Plaintiffs minimum wage.

63. From at least June 19, 2016 through at least August 13, 2016, 9dots made improper deductions to Named Plaintiff and Collective Plaintiffs' wages.

64. Upon information and belief, from at least June 19, 2016 through at least August 13, 2016, 9dots improperly reduced the salaries of Named Plaintiff and Collective Plaintiffs.

65. Florio was responsible for taking the improper salary deductions.

66. Defendants do not have a clearly communicated policy that permits or prohibits improper deductions.

67. Since Defendants have an actual practice of making improper deductions from its employees' pay, the salary basis rule cannot be met during the time period in which improper deductions were made. Therefore, Named Plaintiff and Collective Plaintiffs were not paid on a salary basis as required for exemption during the relevant time period.

68. Pursuant to the FLSA, Named Plaintiff and Collective Plaintiffs are entitled to compensation going back three years from the date of this Complaint.

69. Defendants' actions constitute willful violations of the FLSA.

70. Named Plaintiff and Collective Plaintiffs seek all remedies permitted under the FLSA, including unpaid wages, interest, liquidated damages, and attorney's fees and costs.

Count II
FLSA – Failure to Pay Overtime Compensation
Named Plaintiff and Collective Plaintiffs vs. Defendants

71. Paragraphs 1 through 70 are incorporated herein by reference as if set forth at length.

72. As averred above, from June 19, 2016 through August 13, 2016, Named Plaintiff worked more than 40 hours each week for 9dots, but was not compensated at a rate of time and one half of his hourly wage.

73. From June 19, 2016 through August 13, 2016, Named Plaintiff estimates that he worked 2-3 hours of overtime per week.

74. As averred above, Collective Plaintiffs worked more than 40 hours each week for 9dots, but were not compensated at a rate of time and one half of his hourly wage.

75. Since Defendants have an actual practice of making improper deductions from its employees' pay, the salary basis rule cannot be met during the time period in which improper deductions were made. Therefore, Named Plaintiff and Collective Plaintiffs were not paid on a salary basis as required for exemption during the relevant time period.

76. Pursuant to the FLSA, Named Plaintiff and Collective Plaintiffs are entitled to overtime compensation going back three years from the date of this Complaint.

77. Defendants' actions constitute willful violations of the FLSA.

78. Named Plaintiff and Collective Plaintiffs seek all remedies permitted under the FLSA, including unpaid overtime, interest, liquidated damages, and attorney's fees and costs.

Count III
PMWA – Failure to Pay Minimum Wage
Named Plaintiff vs. Defendants

79. Paragraphs 1 through 78 are incorporated herein by reference as if set forth at length.

80. As averred above, from June 19, 2016 through August 13, 2016, Defendants failed to pay minimum wage to Named Plaintiff.

81. Defendants' failure to pay Named Plaintiff at all constitutes a violation of the PMWA because Defendants did not pay Named Plaintiff minimum wage.

82. Pursuant to the PMWA, Named Plaintiff is entitled to compensation.

83. Named Plaintiff seeks all remedies permitted under the PMWA, including unpaid wages, interest, liquidated damages, and attorney's fees and costs.

Count IV
PMWA – Failure to Pay Overtime Compensation
Named Plaintiff vs. Defendants

84. Paragraphs 1 through 83 are incorporated herein by reference as if set forth at length.

85. As averred above, Defendants failed to pay overtime to Named Plaintiff from June 19, 2016 through August 13, 2016.

86. Defendants' failure to pay overtime also constitutes a violation of the PMWA.

87. Pursuant to the PMWA, Named Plaintiff is entitled to overtime compensation from June 19, 2016 through August 13, 2016.

88. Named Plaintiff seeks all remedies permitted under the PMWA, including unpaid overtime, interest, liquidated damages, and attorney's fees and costs.

Count V
Pennsylvania Wage Payment and Collection Law
Named Plaintiff vs. Defendants

89. Paragraphs 1 through 88 are incorporated herein by reference as if set forth at length.

90. As averred above, Named Plaintiff was an employee of 9dots.

91. As averred above, 9dots is an employer under the WPCL.

92. As averred above, Florio is a policy decision maker for 9dots in all areas of business, including but not limited to, compensation of employees.

93. Because of his policy-making role, Florio is also an employer under Pennsylvania's Wage Payment and Collection Law, 43 P.S. § 260.2(a) ("WPCL").

94. As averred above, from June 19, 2016 through August 13, 2016, Defendants failed to pay the agreed-upon salary to Named Plaintiff.

95. As averred above, Defendants failed to pay the agreed-upon bonuses to Named Plaintiff.

96. As averred above, Defendants failed to pay the agreed-upon PTO to Named Plaintiff.

97. Florio made the decision to not pay Named Plaintiff.

98. Named Plaintiff did not authorize Defendants to withhold wages.

99. Defendants, upon information and belief, never sought or obtained the Pennsylvania Department of Labor and Industry's approval for the pay deductions.

100. Defendants took unauthorized wage deductions for their convenience and not for the convenience of Named Plaintiff.

101. The WPCL requires employers to pay covered employees for every hour worked in a workweek and that they pay wages on regular paydays. 43 P.S. § 260.3.

102. The WPCL prohibits pay deductions except for those explicitly permitted by law or regulation, none of which apply to this lawsuit. 43 P.S. § 260.3, 32 Pa. Code § 9.1.

103. Payment of the unpaid wages is more than 60-days overdue.

104. Defendants do not have a good faith basis to defend, assert a counterclaim or set off against the wages due and owing to Named Plaintiff.

105. Defendants violated the WPCL by making unauthorized deductions from Named Plaintiff's pay.

106. In addition to the wages owed, Named Plaintiff is entitled to liquidated damages in the amount of 25% of the wages owed or \$500.00, whichever is greater. 43 P.S. § 260.10.

107. Named Plaintiff is also entitled to attorneys' fees and costs. 43 P.S. § 260.90a(f).

108. Under Pennsylvania's Wage Payment and Collection Law, Defendants are statutory employers for these purposes and as such, are jointly and separately liable for all wages owed to Named Plaintiff, for liquidated damages, and for Plaintiff's attorneys' fees and costs.

Count VI
Breach of Contract
Named Plaintiff vs. 9dots

109. Paragraphs 1 through 108 are incorporated herein by reference as if set forth at length.

110. As averred above, Named Plaintiff entered into an oral employment contract with 9dots wherein 9dots agreed to compensate Named Plaintiff with a base annual salary of \$70,000.00 payable in equal bi-weekly installments, quarterly and monthly bonuses, and 120 hours of paid time off.

111. Named Plaintiff complied with the terms of the contract entered into with 9dots.

112. As averred above, 9dots failed to perform according to the contract.

113. As a result of 9dots's breach of contract, Named Plaintiff has suffered damages.

Count VII
Unjust Enrichment
Named Plaintiff vs. 9dots

114. Paragraphs 1 through 113 are incorporated herein by reference as if set forth at length.

115. As averred above, from January 11, 2016 through August 13, 2016, Named Plaintiff worked for 9dots.

116. 9dots benefited from Named Plaintiff's work.

117. As averred above, 9dots failed to pay Named Plaintiff his agreed-upon salary from June 19, 2016 through August 13, 2016, bonuses, and earned paid time off.

118. As averred above, 9dots still owes Named Plaintiff wages.

119. By not paying Named Plaintiff all wages owed when due, Defendants have been unjustly enriched.

RELIEF

WHEREFORE, Named Plaintiffs and Collective Plaintiffs seek the following relief in Counts I-II:

- (1) An order permitting this lawsuit to proceed as a collective action;
- (2) Prompt notice of this lawsuit be given to all potential collective members;
- (3) Declaratory Judgment declaring that Defendants' actions, as set forth in this Complaint, are unlawful under the FLSA;
- (4) Unpaid compensation damages;
- (5) Liquidated damages;
- (6) Interest;
- (7) Litigation costs including attorney's fees and expenses; and
- (8) Such other relief as the Court shall deem proper.

WHEREFORE, Named Plaintiff seeks the following relief in Counts III-VII:

(1) Declaratory Judgment declaring that Defendants' actions, as set forth in this Complaint, are unlawful under the PMWA and the WPCL.

(2) Unpaid compensation damages;

(3) Liquidated damages;

(4) Interest;

(5) Litigation costs including attorney's fees and expenses; and

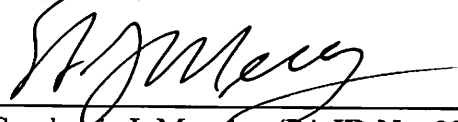
(6) Such other relief as the Court shall deem proper.

JURY DEMAND

Named Plaintiffs and Collective Plaintiffs hereby demand a jury to try all claims triable by jury.

Dated: December 14, 2016

Respectfully submitted,



Stephanie J. Mensing (PA ID No. 89625)

Mensing Law LLC

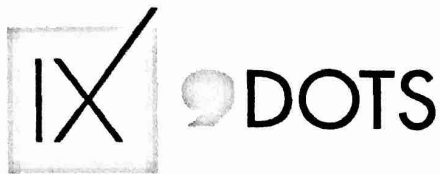
The Philadelphia Building

1315 Walnut Street – Suite 917

Philadelphia, PA 19107

(215) 586-3751; (215) 359-2741 fax

Exhibit “A”



December 29, 2015

Mr. Matthew Manes
716 Saint Albans
~~Boyside Hills, NY 11804~~
Philadelphia, PA 19147

Dear Matthew:

It is our pleasure to offer you the position of Senior Manager with 9Dots Management Corp, LLC ("9Dots"). Your employment commencement date will be on January 11, 2016. Amy Wright will be your direct supervisor. Your annualized salary of \$70,000, less any required taxes and elected deductions, will be paid bi-weekly. You will immediately be able to participate in the Company's Great Game of Business ("GGOB") which makes you eligible to earn a bonus of approximately 14-18% of your gross annual salary. Additionally, in order to have the potential to reach a Gross Annual Compensation of \$90,000 in 2016, you will also be able to earn an individual differential bonus. By accomplishing various goals, to be determined at a later date with your input, you can earn the additional amount needed to reach gross compensation of \$90,000 after consideration of your gross annual salary and GGOB bonus available to be earned. In order to receive the differential bonus for 2016, you must still be employed by the Company as of March 31, 2017.

You will be entitled to participate in all company benefits including medical, dental, vision, flexible spending and short /long term disability. You will be entitled to 120 hours Paid Time Off ("PTO") annually. The Company is in the process of establishing a 401k retirement plan. Upon commencement of the plan, you will be eligible to participate once you've completed 90 days of employment.

All businesses experience changing conditions. Either you or 9Dots can terminate the employment relationship "at will". This means that there is not a guarantee of employment for any specific period, and both you and/or 9Dots have the right to terminate the employment relationship at any time for any reason. The first 90 days of your employment will be under a probationary period. During this probationary period, your performance will be evaluated to assess your potential for continued employment.

Should you decide to accept this offer, it will be necessary for you to submit documentation to Human Resources within three days of your hire date evidencing your employment authorization and identity. This requirement is in accordance with the Immigration Reform Act of 1986.

Documents accepted include, but are not limited to:

- A valid driver's license and social security card, or
- A United States passport (current or expired)
- Immigration and Naturalization Service documents (if applicable)

To accept this offer, please return a signed original to me within two days of receipt. If you have any questions, please contact me at (610) 684-6223.

***Finally, I would like to personally take this moment to welcome you to the 9Dots family.
We look forward to working with you as a critical member of the Team!!***

Sincerely,

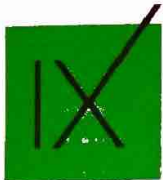
John Florio
President & CEO

Accepted:

Matthew Monse
Signature

12/29/2015
Date

Exhibit “B”



9Dots Management Corp, LLC
 1100 E. Hector St., Ste 245
 Conshohocken, PA 19428
 610.684.6232 office
 www.ixdots.com

9DOTS

September 12, 2016

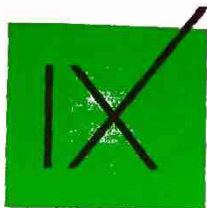
Breakout Results

Mr. Matthew Manes
 716 St. Albans Street
 Philadelphia, PA 19147

Dear Mr. Manes,
 Following your voluntary termination on the morning of August 15, 2016, you are owed the Net Amounts listed below.

Missed Pay Periods	Gross Amount	Net Amount Due
July 2, 2016	\$2,692.31	\$1,857.63
July 16, 2016	\$2,692.31	\$1,857.63
July 30, 2016	\$2,692.31	\$1,857.63
August 13, 2016	\$2,692.31	\$1,857.63
Total	\$10,769.24	\$7,430.52

Great Game of Business Bonuses Earned	Gross Amount	Net Amount Due
January	\$700.00	\$422.17
February	\$350.00	\$211.07
March	\$700.00	\$422.17
1 st Quarter	\$350.00	\$211.07
April	\$350.00	\$211.07
May	\$350.00	\$211.07
June	\$350.00	\$211.07
2 nd Quarter	\$350.00	\$211.07
Total	\$3,500.00	\$2,110.76



Paid Time Off Pay Out- Accrued and Unused Time

Hire Date: January 11, 2016

Termination Date: August 12, 2016

Annual Salary: \$70,000

Breakout Results

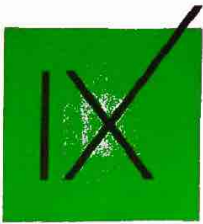
a. Hours Accrued Per Pay Period:	4.62
b. Pay Periods Employed:	15.5
c. Hours Accrued: $c=a*b$	71.54
d. Hours Used: see exhibit A	32.50
e. Hours Accrued and Unused: $e=c-d$	39.04
f. Hourly Rate:	33.65
g. Accrued and Unused PTO owed: $g=e*f$	\$1,313.79
h. Net after taxes:	\$1,024.63

Total Net Amounts Owed: \$10,565.91

Due to the fully disclosed unstable financial condition of the company, below is a payment schedule to remit the amounts owed to you.

Payment Date	Payment
September 30, 2016	\$1,760.98
October 28, 2016	\$1,760.98
November 30, 2016	\$1,760.98
December 30, 2016	\$1,760.98
January 31, 2016	\$1,760.98
February 28, 2016	\$1,761.01
Total	\$10,565.91

These payments will be processed through the payroll system and included in your form W2. Please note: actual payments may vary slightly once processed.



Should something change in the Company's financial condition, positively or negatively, that will impact this payment schedule, we will advise you immediately. Thank you for your patience and understanding during this trying and uncertain time.

Breakout Results

Sincerely,

Handwritten signature of John Florio.

John Florio
President & CEO



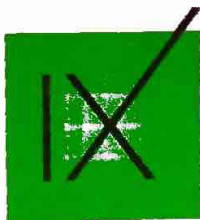


EXHIBIT A

Breakout Results

Matt Manes
 Hire Date 1/11/2016
 Term Date 8/12/2016
 Annual Hours available for 2016 120
 Hours Earned on bi-weekly basis 4.62

Hours Earned based on pay periods:

1/16/2016	2.31
1/30/2016	6.92
2/13/2016	11.54
2/27/2016	16.15
3/12/2016	20.77
3/26/2016	25.38
4/9/2016	30.00
4/23/2016	34.62
5/7/2016	39.23
5/21/2016	43.85
6/4/2016	48.46
6/18/2016	53.08
7/2/2016	57.69
7/16/2016	62.31
7/30/2016	66.92
8/13/2016	71.54

Hours Used:

Hours Remaining:

	2.31
	6.92
	11.54
	16.15
	20.77
2	23.38
	28.00
	32.62
	37.23
	41.85
8	38.46
	43.08
	47.69
8	44.31
6	42.92
8.5	39.04
<u>32.5</u>	

Dates used: Hours

15-Mar-16	2
27-May-16	8
5-Jul-16	8
18-Jul-16	3
20-Jul-16	3
8-Aug-16	2
11-Aug-16	4
12-Aug-16	2.5
	<u>32.5</u>

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Matthew P. Manes

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Stephanie J. Mensing / Mensing Law LLC, 1315 Walnut St Ste 917,
 Philadelphia, PA 19107; 215-586-3751

DEFENDANTS
 9dots Management Corp., LLC and John L. Florio

County of Residence of First Listed Defendant **Montgomery**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question *(U.S. Government Not a Party)*

2 U.S. Government Defendant

4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff, and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<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"/> 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
REAL PROPERTY <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	CIVIL RIGHTS <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	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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):
 Fair Labor Standards Act, 29 USC Section 201 et seq.

Brief description of cause:
 Failure to pay minimum wage and overtime compensation

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 12/14/16 SIGNATURE OF ATTORNEY OF RECORD *[Signature]*

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

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 716 St. Albans Street, Philadelphia, PA 19147

Address of Defendant: 1100 East Hector Street, Suite 245, Conshohocken, PA 19428

Place of Accident, Incident or Transaction: 1100 East Hector Street, Suite 245, Conshohocken, PA 19428

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

B. Diversity Jurisdiction Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases
(Please specify) Fair Labor Standards Act

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Stephanie J. Mensing, counsel of record do hereby certify:

- Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- Relief other than monetary damages is sought.

DATE: 12/13/16


Attorney-at-Law

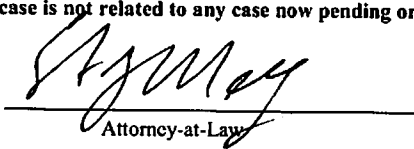
89625

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 12/13/16


Attorney-at-Law

89625

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**


CASE MANAGEMENT TRACK DESIGNATION FORM

Matthew P. Manes : CIVIL ACTION
 :
 :
 v. :
 :
 9dots Management Corp., LLC :
 and John Florio : NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (X)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

<u>12/13/16</u>	 Stephanie J. Mensing	Matthew P. Manes
Date	Attorney-at-law	Attorney for
<u>215-586-3751</u>	<u>215-359-2741</u>	<u>stephanie@mensinglaw.com</u>
Telephone	FAX Number	E-Mail Address

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Unpaid Wage Class Action Filed Against 9dots Management Corp., LLC](#)
