

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

BRENTON ROBINSON  
ON BEHALF OF HIMSELF  
AND ALL OTHERS  
SIMILARLY SITUATED  
*Plaintiff*

\* CIVIL ACTION NO:

\* JUDGE:

\* MAG. JUDGE:

VERSUS

\* STATE OF TEXAS

NEWFIT DALLAS, LTD DBA  
FITNESS CONNECTION

\* **COMPLAINT**

*Defendant*

\* **COLLECTIVE ACTION FOR CLAIMS  
UNDER FAIR LABOR STANDARDS  
ACT [29 U.S.C. § 201 ET SEQ.]**

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**COMPLAINT**

Plaintiffs, **BRENTON ROBINSON**, on behalf of himself and all others similarly situated (collectively, “Plaintiffs”) as specifically referenced herein, allege as follows:

**I. JURISDICTION**

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 1343(3) as the controversy arises under the laws of the United States. Specifically, the claims asserted herein arise under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq. (“FLSA”).

## II. VENUE

2. Venue is proper pursuant to 28 U.S.C. § 1391(B) because a substantial part of the events or omissions giving rise to the claims asserted occurred within the United States District Court of Texas, Northern District, Dallas Division. Specifically a majority of the fitness clubs that employed the plaintiffs identified herein are within the Dallas Division.

## III. PARTIES

### Plaintiffs

3. Plaintiff, **BRENTON ROBINSON**, is a resident of Dallas, Texas, and is employed by the defendant, NEWFIT DALLAS LTD. D/B/A FITNESS CONNECTION (hereinafter referred to as "FITNESS CONNECTION". Robinson was hired on or about December of 2016 until April of 2017 at a FITNESS CONNECTION located in Carrollton, Texas. The plaintiff held the position of General Manager. As a General Manager the defendants designated him as exempt from FLSA overtime requirements pursuant to an Executive exemption. The plaintiff was paid a salary and was not paid time and a half for the overtime hours he worked. Plaintiff was improperly classified as exempt. Specifically the plaintiff's primary function and value to his employer was not as an executive or making management decisions. Plaintiff's primary function and value to his employer(s) was inside sales. Specifically the plaintiff spent a majority of his time making sales calls, conducting appointment with prospective customers for the purpose of selling them a membership or personal training, conducting tours of the club for the purpose of selling them a membership to the club, visiting with club members in the health club for the purpose of getting referrals in order to sell memberships or recommending that members purchase training sessions Plaintiff routinely worked in excess of 40 hours per week and since he was designated as an exempt employee he was not paid

time and a half for the overtime hours he worked. Plaintiff contends that he was improperly classified as an exempt employee. The defendants failed to pay the plaintiff all minimum wages, including all overtime compensation to which he was entitled for the hours worked in excess of forty (40) hours per week and/or eight (8) hours per day.

#### **Defendants**

4. Defendant, **NEWFIT DALLAS, LTD**, dba “FITNESS CONNECTION (hereinafter referred to as “FITNESS CONNECTION”) a domestic Limited Partnership whose agent for service of process is David Franke, 2727 Allen Parkway, Suite 1500, Houston, Texas, 77019.

#### **IV. FACTS**

5. The plaintiffs are and/or were employed by the defendants as General Managers and were classified as “exempt” from FLSA overtime requirements by their employer FITNESS CONNECTION.

6. FITNESS CONNECTION owns and operates health and fitness clubs in the State of Texas at the following locations:

- a) Fitness Connection Mesquite, 2021 N. Town East Blvd., Mesquite, TX 75150;
- b) Fitness Connection Irving, 3888 Irving Mall, Irving, TX 75062;
- c) Fitness Connection Garland, 2334 W. Buckingham Rd., Ste. 210, Garland, TX 75042;
- d) Fitness Connection Carrollton, 2810 East Trinity Mills Road, Carrollton, TX 75006;
- e) Fitness Connection Arlington, 3775 S. Cooper Street, Arlington, TX 76015;
- f) Fitness Connection Lewisville, 1565 W. Main St., Ste. 450, Lewisville, TX 75067; and

g) Fitness Connection Allen, 605 W. McDermott, Allen, TX 75013

7. FITNESS CONNECTION dictates the official employment and compensation policies for the FITNESS CONNECTION clubs identified in paragraph "6" of this complaint. Specifically, upon information and belief therein, FITNESS CONNECTION has employment compensation policies that include the designation of FLSA exempt/non-exempt status and overtime compensation that uniformly applies to all of the clubs identified in paragraph "7".

8. Plaintiffs bring these claims individually and as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §216(b), on behalf of General Managers who were incorrectly classified by the defendants as exempt from the overtime provisions of the FLSA and not compensated for overtime work.

9. Plaintiffs allege, on behalf of themselves and all similarly situated that the Defendants knowingly and unlawfully classified them as exempt from overtime payments under Federal and State laws and/or failed and refused to pay them overtime payments for all overtime worked, notwithstanding that the Plaintiffs and the proposed FLSA Collective Members are not and were not exempt and are and have been entitled to overtime pay for all overtime worked, and further that the Defendants failed to record and maintain time records of hours worked by the plaintiffs and proposed collective members as required by law.

10. Plaintiffs allege that the Defendants' practices violated and continue to violate the FLSA, 29 U.S.C. §§201, 27, *et seq.* Plaintiffs further allege that the collective action claims are for overtime compensation, punitive damages, liquidated damages, interest, and attorneys' fees and costs under the FLSA 29 U.S.C. §207 and 216(b).

11. Plaintiffs allege that the Defendants' acts were in accordance with and represent their

official policies, practices or those whose edicts or acts may fairly be said to represent the official policies of the Defendants.

12. Plaintiffs allege that the Defendants willfully committed, ordered, directed, supervised, allowed, planned, ratified, concealed, organized, or otherwise participated in the unlawful acts complained of herein.

13. Plaintiffs allege that at all times hereinafter mentioned, Defendants have been an employer and enterprise engaged in commerce within the meaning of the FLSA.

14. FITNESS CONNECTION has employees engaged in interstate commerce. FITNESS CONNECTION has an annual gross volume of sales made or business done of not less than \$500,000.00. In addition, at all times hereinafter mentioned, FLSA Collective Members were engaged in commerce as required by 29 U.S.C. §§206-207.

15. Plaintiffs allege that the Defendants own and operate health and fitness facilities in the States of Texas. Defendants either directly or indirectly hired Plaintiffs; controlled Plaintiffs' work schedules and conditions of employment; determined the rates and methods of payment of wages; encouraged, prepared or promoted policies and procedures regarding overtime pay; and kept and/or were required to keep wage records regarding Plaintiffs' employment.

16. Plaintiffs are General Managers who are or were employed by FITNESS CONNECTION. Plaintiffs' duties require and/or required them to sell "FITNESS CONNECTION" membership packages and/or training sessions and monitor their sales numbers in connection with monthly sales goals.

17. Plaintiffs did not: (a) manage an enterprise or a recognized department or subdivision of FITNESS CONNECTION; (b) have the authority to hire or fire other employees without

approval, nor were their suggestions and recommendations concerning hiring, firing, advancement, promotion or any other change of status of other employees given any particular weight; (c) exercise discretion or independent judgment with respect to matters of significance; and/or (d) customarily or regularly engage away from FITNESS CONNECTION's place or places of business in performing their primary duty. Further, the plaintiffs primary duty and value to the defendants was inside sales. Over 50% of their day to day work activities focused on inside sales. Moreover, the regular rate of pay of the General Managers was not in excess of one and one-half times the applicable minimum hourly rate. Based on these duties and responsibilities, FITNESS CONNECTION's General Managers are not exempt from the requirements of the FLSA.

18. General Managers, including Plaintiffs, routinely worked in excess of 40 hours per week throughout their employment with FITNESS CONNECTION. Specifically, FITNESS CONNECTION General Managers, including Plaintiffs, worked anywhere between 50 and 90 hours per work week, depending on the time of the month and its proximity to the end of FITNESS CONNECTION's monthly sales cycle and/or sales goals.

20. FITNESS CONNECTION's acts violate the FLSA, which prohibits the denial of payment of minimum wage for all hours worked and prohibits the denial of overtime compensation for hours worked in excess of forty per work week. As described above, the Defendants' willfully violated Plaintiffs' right to minimum wage and overtime compensation guaranteed under the FLSA.

#### **V. COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA**

21. Plaintiffs bring their Claim for Relief for Violation of the FLSA as an "opt-in" collective action pursuant to Section 16(b) of the FLSA (29 U.S.C. § 216(b)), on behalf of all person who were, are, or will be employed by Defendants, FITNESS CONNECTION, as General Managers,

including Plaintiffs, throughout the State of Texas, at any time within the applicable statute of limitations period, who have not been compensated for all minimum wages and at one and one-half the regular rate of pay for all work performed in excess of forty (40) hours per week.

22. Questions of law and fact common to the FLSA Collective Members as a whole include, but are not limited to, the following:

a. Whether FITNESS CONNECTION unlawfully failed and continues to fail to pay minimum wages and overtime compensation in violation of the FLSA; 29 U.S.C. §§201, et seq to its' General Managers.

b. Whether FITNESS CONNECTION's failure to pay overtime to its non-exempt FLSA Collective Plaintiffs was willful within the meaning of the FLSA;

c. Whether FITNESS CONNECTION failed and continues to fail to maintain accurate records of actual time worked by the FLSA Collective Members and prospective FLSA Collective Members;

d. Whether FITNESS CONNECTION failed and continues to fail to record or report all time worked by the FLSA Collective Plaintiffs and prospective FLSA Collective Members.

e. Whether FITNESS CONNECTION failed and continues to fail to provide accurate wage statements itemizing all actual time worked and wages earned by the FLSA Collective Plaintiffs and prospective FLSA Collective Members.

23. Plaintiffs and FLSA Collective Members are similarly situated, have substantially similar job requirements and pay provisions, and are subject to the Defendants' common practice, policy or plan of improperly and unlawfully characterizing certain FLSA Collective Plaintiffs and FLSA Collective Members as exempt employees and failing and/or refusing to pay overtime in

violation of the FLSA and.

24. Plaintiff's Claims for Relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of the FLSA, for all claims asserted by the Plaintiffs and the FLSA Collective Members (FLSA claims), because the claims of the Plaintiffs are similar to the claims of the members of the prospective FLSA Collective Members.

25. While the exact number of FLSA Collective Members is unknown to Plaintiffs at the present time, based on information and belief, there are more than 250 such persons. Thus, a collective action is the most efficient mechanism for resolution of the FLSA Collective Members' claims.

26. The FLSA Collective Members, on behalf of whom Plaintiffs bring this "opt-in" collective action, are similarly situated because they have been or are employed in the same or similar position as individually-named Plaintiffs and were subject to the same or similar unlawful practices as the individually-named Plaintiffs, as described above. The number and identity of other Plaintiffs yet to opt-in and consent to be a Plaintiff may be determined from the records of FITNESS CONNECTION, and potential Plaintiffs may be notified of the pendency of this action utilizing the payroll records of FITNESS CONNECTION. At all times during the FLSA Collective Period, all of the FLSA Collective Members were employed in the same or similar job as the Plaintiffs were improperly classified as exempt and were paid in the same manner and under the same standard employment procedures and practices as the Plaintiffs.

27. During the FLSA Collective Period, Defendant was fully aware that the primary duties of Plaintiffs and the FLSA Collective Members were inconsistent with exempt status, and that the FLSA Collective Members were and are not exempt from the overtime provisions of the



FLSA.

28. The Defendant's violations of 29 U.S.C. §207(a) were repeated, willful and intentional.

29. The Plaintiffs and the FLSA Collective Members have been damaged by said violations of 29 U.S.C. §207(a).

30. Pursuant to 29 U.S.C. §207(a) and §216(b), the Defendant is liable to the Plaintiffs and the FLSA Collective Members for the full amount of all their unpaid wages, including, overtime compensation, plus an additional equal amount as liquidated damages, plus the attorneys fees and costs of the Plaintiffs and FLSA Collective Members who affirmatively "opt-in" to this collective action.

31. In addition, an action under 29 U.S.C. §216(b) is superior to other available methods for the fair and efficient adjudication of this controversy since the damages suffered by individual members of the FLSA Collective Action may be relatively small, and the expense and burden of individual trials would make it impossible for such FLSA Collective Members to individually redress the wrongs done to them.

32. Moreover, because of the similarity of the FLSA Collective Members' claims, individual actions would present the risk of inconsistent adjudications subjecting both employees and Defendants to incompatible standards of conduct.

33. Plaintiffs are currently unaware of the identities of all the FLSA Collective Members. Accordingly, Defendants should be required to provide to Plaintiffs a list of all persons employed by Defendants as General Managers.

**VI. CAUSES OF ACTION**

**FLSA CLAIM FOR RELIEF  
[Against Defendant FITNESS CONNECTION]**

**(FLSA Claims, 29 U.S.C. §§201, *et seq.*,  
Brought by All Plaintiffs on Behalf of Themselves and All FLSA Collective Members)**

34. Plaintiffs re-allege and incorporate by reference herein each and every allegation set forth in the preceding paragraphs

35. At all relevant times, FITNESS CONNECTION has been, and continues to be, an "employer" engaged in interstate "commerce" within the meaning of the FLSA, 29 U.S.C. §203. At all relevant times, FITNESS CONNECTION has employed, and continues to employ "employee[s]," including the Plaintiffs and each of the FLSA Collective Members.

36. Defendant operates and at all times during the liability period has operated health and fitness clubs in the States of Texas.

37. The Plaintiff consents to sue in this action pursuant to section 16(b) of the FLSA, 29 U.S.C. §216(b). Additional potential FLSA Collective Members may execute and file forms consenting to "opt in" and joining as Plaintiffs in this collective action.

38. The FLSA requires each covered employer, such as the Defendant to compensate each of its non-exempt employees at a rate of not less than one and one-half the regular rate of pay for work performed in excess of forty (40) hours in a work week.

39. The Defendant has employed and continue to employ numerous General Managers to work at their health and fitness clubs.

40. Plaintiffs and FLSA Collective Members are not exempt from the right to receive minimum wages and overtime pay under the FLSA and are not exempt from the requirement that

the Defendant pay them overtime compensation under the FLSA. The FLSA Plaintiffs and FLSA Collective Members are entitled to be paid overtime compensation for all overtime hours worked.

41. At all relevant times, the Defendant had a policy and practice of classifying its' General Managers as exempt and failing and refusing to pay both minimum wages and overtime pay to them, including Plaintiffs, for their hours worked in excess of forty (40) hours per week. The Defendants' policy included the failure to provide and/or calculate and/or maintain records of any overtime pay for all overtime hours actually worked according to Federal and State law.

42. As a result of the Defendant's failure to compensate its General Managers, including Plaintiff and FLSA Collective Members, for all minimum wages for hours worked and overtime wages for work performed in excess of 40 hours in a work week, the Defendant violated and continues to violate, the FLSA, including 29 U.S.C. §§207(a)(1) and 215(a).

43. As a result of the Defendant's failure to record, report, credit, and/or compensate its General Managers, including Plaintiff and FLSA Collective Members, the Defendant has failed to make, keep and preserve records with respect to each of its employees sufficient to determine the wages, hours and other conditions and practices of employment in violation of the FLSA, including 29 U.S.C. §211(c) and 215(a).

44. The foregoing conduct, as alleged, constitute a willful violation of the FLSA within the meaning of 29 U.S.C. §255(a).

45. Plaintiff, on behalf of himself and FLSA Collective Members, seek damages in the amount of their respective unpaid overtime compensation, plus liquidated damages, as provided by the FLSA, 19 U.S.C. §216(b), and such other legal and equitable relief as the Court deems just and proper.

46. Plaintiff, on behalf of himself and FLSA Collective Members, seek recovery of their attorneys' fees and costs of bringing this action to be paid for by the Defendants as provided by the FLSA, 29 U.S.C. §216(b).

#### **VII. DEMAND FOR JURY TRIAL**

47. Plaintiff hereby demand a jury trial on all causes of action allowed by law.

#### **VIII. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, **BRENTON ROBINSON**, on behalf of himself and all members similarly situated, prays for relief as follows:

A. Designation of this action as a collective action on behalf of the proposed FLSA Collective Members asserting FLSA claims, and prompt issuance of notice pursuant to 29 U.S.C. §216(b) to all similarly situated members of the FLSA Opt-In action, apprizing them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. §216(b), and a tolling of the statute of limitations on the FLSA Collective Members' claims until the FLSA Collective Members are provided with reasonable notice of the pendency of this action and a fair opportunity to exercise their right to Opt-in as Plaintiffs;

B. Designation of Plaintiff, **BRENTON ROBINSON**, as a representative of the FLSA Collective Members;

C. A declaratory judgment that the practices complained of herein are unlawful under the Fair Labor Standards Act, 29 U.S.C §§201, et seq.;

D. An injunction against FITNESS CONNECTION and its officers, agents, successors, employees, representatives, and any and all persons acting in concert with it, as provided by law,

from engaging in each of the unlawful practices, policies and patterns set forth herein;

E. An award of damages, including liquidated and exemplary damages and waiting time penalties and other statutory penalties to be paid by FITNESS CONNECTION;

F. Costs of action incurred herein, including reasonable attorneys' fees, expert fees and litigation expenses;

G. Pre-Judgment and post-Judgment interest, as provided by law;

H. Any and all other and further legal and equitable relief as this Court deems necessary, just and proper; and

I. Plaintiffs pray for a jury trial on all causes of action allowed by law.

Respectfully submitted,

BY: /s/ Richard C. Dalton

Richard C. Dalton

Texas Bar No. 24033539

Louisiana Bar No. 23017

California Bar No. 268598

1343 West Causeway Approach

Mandeville, Louisiana 70471

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ATTORNEY IN CHARGE FOR PLAINTIFFS

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Brenton Robinson, on Behalf of Himself and All Others Similarly Situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Richard C. Dalton, LLC, 1343 West Causeway Approach, Mandeville, LA, 70471, (985)778-2215

DEFENDANTS

Newfit Dallas, LTD, DBA Fitness Connection

County of Residence of First Listed Defendant (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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- PTF DEF Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

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, 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 of 1938, 29 U.S.C. 201, et seq. Brief description of cause: Collective Action for unpaid wages pursuant to 29 U.S.C. 201 and 216(b) et seq

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 11/30/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Richard C. Dalton

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 3:17-cv-03254-C Document 1-1 Filed 11/30/17 Page 2 of 2 PageID 15  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If a related case exists, whether pending or closed, insert the docket numbers and the corresponding judge names for such cases. A case is related to this filing if the case: 1) involves some or all of the same parties and is based on the same or similar claim; 2) involves the same property, transaction, or event; 3) involves substantially similar issues of law and fact; and/or 4) involves the same estate in a bankruptcy appeal.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**BRENTON ROBINSON,  
ON BEHALF OF HIMSELF  
AND ALL OTHERS  
SIMILARLY SITUATED**

*Plaintiff*

\* **CIVIL ACTION NO:**

\* **JUDGE:**

\* **MAG. JUDGE:**

**VERSUS**

\* **STATE OF TEXAS**

**NEWFIT DALLAS, LTD DBA  
FITNESS CONNECTION**

*Defendant*


\*

\*

**CONSENT TO JOIN**

1. I consent to be a party Plaintiff in the lawsuit against NEWFIT DALLAS, LTD DBA FITNESS CONNECTION and/or related entities and individuals in order to redress for Violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216 (b).
2. By electronic signing and returning this consent form, I designate attorney Richard C. Dalton to represent me and make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.
3. I also consent to join any separate or subsequent action to assert my claims against NEWFIT DALLAS, LTD DBA FITNESS CONNECTION and/or related entities and individuals potentially liable.

**DATE SIGNED:** 11/28/2017

DocuSigned by:  
  
73364B7E0E87471

**SIGNATURE**

Brenton Robinson

**FULL LEGAL NAME**



2219 Westwood Drive

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**ADDRESS**

Denton, Tex 76205

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**CITY, STATE, ZIP CODE**



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

This summons for *(name of individual and title, if any)* Newfit Dallas, LTD DBA Fitness Connection  
was received by me on *(date)* \_\_\_\_\_ .

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

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_ .

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Print

Save As...

Reset

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fitness Connection General Manager Claims Employer Denied Him OT Wages](#)

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