

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

TAMI SMITH, individually and on)
behalf of all similarly-situated persons,)
)
)
Plaintiff,)
)
v.)
)
MACO MANAGEMENT COMPANY,)
INC., and JAMES K. MADDOX and)
KATRINA THOMPSON,)
individually,)
)
Defendants.)
_____)

Civil No.: _____

COLLECTIVE ACTION COMPLAINT
FOR VIOLATION OF THE FAIR LABOR
STANDARDS ACT OF 1938

COMPLAINT

Comes Tami Smith and files this lawsuit against the Defendants, MACO Management Company, Inc., and James K. Maddox and Katrina Thompson, individually, on behalf of herself and all others similarly-situated, pursuant to §216(b) of the Fair Labor Standards Act (hereinafter “FLSA”), and for their cause of action would state as follows:

I. INTRODUCTION

1. Plaintiff brings this action against MACO Management Company, Inc., and James K. Maddox and Katrina Thompson, individually (hereinafter referred to as “Defendants”), pursuant to the collective action provision of the FLSA found at §216(b), for legal relief to redress unlawful violations of Plaintiff’s rights under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”), which have deprived the Plaintiff, as well as others similarly-situated to Plaintiff, of their lawful wages.

2. Other current and former employees of Defendants are also entitled to receive their

proper hourly unpaid wages and/or overtime compensation for the reasons alleged in this Complaint.

Plaintiff is permitted to maintain this action “for and on behalf of [herself] and other employees similarly-situated.” 29 U.S.C. §216(b).

3. This action is brought to recover significant amounts of unpaid overtime compensation owed to Plaintiff and all current and former employees of Defendants who are similarly-situated to Plaintiff, pursuant to the FLSA. Plaintiff and the collective group of similarly-situated employees are, or have been, employed by Defendants as Property Managers and/or District Managers within the three year period prior to the filing of this Complaint through the present.

4. During the three year period prior to the filing of this Complaint through the present, Defendants committed violations of the FLSA by requiring and/or suffering or permitting their non-exempt hourly-paid employees, including Plaintiff, to routinely work more than 40 hours per week without payment of overtime compensation.

5. Plaintiff and all similarly-situated employees who elect to participate in this action seek unpaid overtime compensation, an equal amount of liquidated damages, attorneys’ fees, and costs pursuant to 29 U.S.C. §216(b).

II. THE PARTIES

A. THE PLAINTIFF

6. Plaintiff currently resides in Cookeville, Tennessee, and is a citizen of the United States. Within the last three year period, Plaintiff Smith was employed by Defendants as an hourly-paid Property Manager and District Manager.

7. Plaintiff was employed as a Property Manager for Defendants from approximately October of 2011 through December of 2017 when she became a District Manager. Plaintiff was a District Manager from December 2017 until June 9, 2017, when she quit because of the exhausting and uncompensated overtime hours she was required to work by the Defendants.

8. During her employment with Defendants, Plaintiff worked as an hourly paid, non-exempt employee who routinely worked more than 40 hours each workweek both as a Property Manager and District Manager. Even though she was non-exempt and worked a substantial number of overtime hours, Defendants failed to pay Plaintiff all the lawful overtime compensation to which Plaintiff was due as required by the FLSA.

9. At all times material to this action, Plaintiff and all similarly-situated members of this collective action were “employees” of Defendant MACO Management Company, Inc., as defined by §203(e)(1) of the FLSA.

10. At all times material to this action, Plaintiff and all similarly-situated members of this collective action were “employees” of Defendant James K. Maddox as defined by §203(e)(1) of the FLSA.

11. At all times material to this action, Plaintiff and all similarly-situated members of this collective action were “employees” of Defendant Katrina Thompson as defined by §203(e)(1) of the FLSA.

12. Plaintiff worked for Defendants within the territory of the United States within the three-year period preceding the filing of this lawsuit as both an hourly-paid Property Manager and District Manager.

13. Plaintiff was covered by the overtime provisions of §207 of the FLSA for the period during which she was employed by Defendants as an hourly-paid Property Manager and District Manager, and was thus entitled to receive overtime pay for the hours she worked in excess of 40 in a workweek in both positions.

B. THE DEFENDANTS

14. Defendant MACO Management Company, Inc., (hereinafter “MACO”) is incorporated under the laws of the state of Missouri, and maintains regional offices in at least four of the states in which it operates.

15. Throughout the three-year period preceding the filing of this lawsuit, MACO maintained and operated a regional office located at 1025 Livingston Road, Crossville, TN 38555.

16. Defendant MACO is a privately owned company which provides management services for low income multifamily housing units and apartments in ten states including Arkansas, Illinois, Indiana, Kansas, Kentucky, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee.

17. On its website, MACO states that it “now manages over 12,000 housing units scattered throughout ten states.” See www.macocompanies.com.

18. During the majority of the three year period prior to the filing of this lawsuit, Defendant MACO paid the Plaintiff and all other similarly-situated employees who worked as District Managers on an hourly basis.

19. Throughout the three year period prior to the filing of this lawsuit, Defendant MACO paid the Plaintiff and all other similarly-situated employees who worked as Property Managers on an hourly basis.

20. Throughout the three year period prior to the filing of this lawsuit, Defendant James K. Maddox was an owner and/or co-owner of MACO and served as its President.

21. During this same three year period, Defendant Katrina Thompson served as a Regional Director and/or in other upper level management positions, and was married to Defendant Maddox.

22. Because of her marriage to Defendant Maddox who served as MACO's President, Defendant Thompson wielded considerable power and authority over MACO's operations and employees throughout the company's operational territory.

23. Defendants Maddox and Thompson exercised operational control over numerous aspects of Defendant MACO's business operation.

24. Defendants Maddox and Thompson hired and fired employees, or had the authority to hire and fire employees; established and/or enforced pay levels and compensation policies and practices for employees; and made other decisions which affected the terms and conditions of work for Plaintiff and other similarly-situated hourly employees.

25. At all times material to this action, Defendants Maddox and Thompson implemented and/or enforced policies and practices designed to deprive Plaintiff and similarly-situated Property Managers and District Managers of their lawful overtime pay.

26. At all times material to this action, Defendants Maddox and Thompson knew that the law required that hourly-paid Property Managers and District Managers employed by MACO receive overtime pay for all hours worked in excess of forty hours in a workweek.

27. Defendants are subject to personal jurisdiction in the state of Tennessee for purposes of this lawsuit.

28. At all times material to this action, Defendants have operated an enterprise engaged in commerce or in the production of goods for commerce as defined by §203(s)(1) of the FLSA, and have had an annual gross volume of sales which has exceeded \$500,000.

29. At all times material to this action, Defendants have been “employers” of Plaintiff as defined by §203(d) of the FLSA, as well as “employers” of all other hourly-paid Property Managers and District Managers.

30. The overtime provisions set forth in §207 of the FLSA apply to the Defendants.

III. JURISDICTION AND VENUE

31. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331 (federal question jurisdiction); and 29 U.S.C. §216(b) (FLSA).

32. Venue is proper in the Middle District of Tennessee pursuant to 28 U.S.C. §1391(b)-(c).

IV. VIOLATIONS OF THE FLSA

Defendants' Policy and Practice of Refusing to Compensate Hourly Employees for Overtime Hours Worked

33. Defendants have intentionally and repeatedly refused to pay Plaintiff and similarly-situated, hourly paid Property Managers and District Managers the overtime pay which they earned and to which they were entitled in violation of the provisions of the FLSA and corresponding federal regulations.

34. Throughout the three year period prior to the filing of this lawsuit through the present, Defendants have implemented and enforced a strict policy and practice prohibiting overtime compensation to Property Managers and District Managers throughout its operational territory, despite the fact that Defendants assign them tasks which require significant amounts of overtime hours to accomplish.

35. Defendants achieve this illegal end through the following means: mandating that Property Managers record no more than 8 hours a day and 40 hours in a workweek on their timesheets, and that District Managers record no more than 7.5 hours a day and 37.5 hours in a workweek on their timesheets; requiring Property Managers and District Managers to perform a heavy volume of job duties which are not capable of being accomplished in 40 hours or less; and overtly threatening employees that they will be disciplined if they report the overtime hours they are required to work.

Property Managers

36. Throughout the three year period prior to the filing of this lawsuit, Defendants paid Property Managers an hourly wage and classified them as non-exempt employees who were eligible for overtime pay under the FLSA and/or various state laws.

37. Throughout the three year period prior to the filing of this lawsuit, MACO has enforced a strict “no overtime” policy precluding its employees from reporting the overtime they worked, and Defendants instructed their District Managers and Regional Managers that they were not to allow Property Managers to report the hours they worked in excess of 40 hours in a workweek.

38. When full-time Property Managers are hired, they are informed that their work schedule is 8 a.m. to 5 p.m., and that MACO does not pay overtime compensation, even though Defendants are well aware that the extensive duties placed on Property Managers often require that they work in excess of forty hours in a workweek in order to satisfy their job duties and responsibilities.

39. Defendants instruct their Property Managers that no matter how many hours they actually work, they cannot report that they worked more than 40 hours in a workweek.

40. As a result, throughout the three year period preceding the filing of this lawsuit, full-time Property Managers were instructed to report that they worked from 8 a.m. to 5 p.m. Monday through Friday, with a daily one-hour lunch, for a total of 40 hours a week, no matter how many hours in excess of 40 they actually worked.

41. Throughout the three years preceding the filing of this lawsuit, Property Managers had similar responsibilities and performed common job duties, which required that they regularly work more than 40 hours a week to accomplish, but were not permitted by the Defendants to log more than

40 hours on their weekly timesheets.

42. A true and accurate copy of MACO's general job description applicable to all Property Managers titled "Duties/Responsibilities of Property Manager" is attached as Exhibit A.

43. Even though Defendants instruct their Property Managers they cannot report the overtime hours they work, they are required to work significant amounts of overtime in order to perform and accomplish their extensive job duties and responsibilities, or face discipline or discharge.

44. The job duties which Defendants assigned to and/or which were performed by its Property Managers during the three year period preceding the filing of this lawsuit through the present include, but are not limited to: showing units to potential residents; meeting with applicants; reviewing and maintaining applications; maintaining and updating applicant waiting lists; evaluating resident eligibility; preparing notices of incomplete applications and applicant rejection letters; maintaining permanent resident files; completing the verification process, including obtaining references from prior landlords, obtaining authorizations and completing paperwork for background checks, and completing income/asset verifications; supervising and overseeing the move-in process, including reviewing all paperwork, collecting security deposits and first month's rent, completing move-in walk through and checklist, and processing the completed paperwork; completing resident eligibility recertifications; overseeing the move-out process, including inspecting and documenting the condition of the unit, and completing the move-out checklist; collecting delinquent rent; conducting unit inspections; scheduling and overseeing pest control contractors; scheduling and overseeing contractors performing unit repairs; preparing for and participating in state agency

inspections and investor inspections; directing the on-site maintenance person; performing maintenance chores such as cleaning and painting units; handling resident complaints and/or emergencies, accompanying police during on-site calls; and traveling (sometimes considerable distances) between the MACO properties to which they are assigned.

45. Plaintiff's job duties, work load and hours of work while working for Defendants as a Property Manager is typical of those of other Property Managers during the three year period prior to the filing of this lawsuit.

46. While working as a Property Manager for Defendants, Plaintiff typically worked much more than 40 hours per week, but was not paid at time and one-half her regular hourly rates as required by the FLSA for any of the overtime hours she worked.

47. Although she was paid hourly and her hours varied from week-to-week, the vast majority of Plaintiff's check stubs show that she was paid for working 40 hours each workweek (or 80 hours every 2 weeks) while she worked as a full-time Property Manager for Defendants, reflecting that Plaintiff was paid for none of the overtime hours she worked in accordance with Defendants' strict mandate that Property Managers report working only 40 hours and no overtime hours.

48. By way of example, for the two week pay period beginning Sunday, October 9, 2016 and ending Saturday, October 22, 2016, Plaintiff worked at least 62 hours the first week and 52 hours the second week of that pay period, but was only paid for working 40 hours each week, or 80 total for the pay period. A true and accurate copy of the pay stub issued to Plaintiff by the Defendants for the pay period of beginning Sunday, October 9, 2016 and ending Saturday, October 22, 2016, titled "Direct Deposit Voucher," is attached as Exhibit B.

49. As a result of Defendants' illegal "no overtime" policy, Property Managers throughout Defendants' operational territory generally reported working only 40 hours week-in and week-out, and were generally only paid for working 40 hours a week, during the three year period preceding the filing of this lawsuit.

District Managers

50. Throughout most of the three year period prior to the filing of this lawsuit, Defendants paid District Managers an hourly wage and classified them as non-exempt employees who were eligible for overtime pay under the FLSA and/or various state laws.

51. Throughout the three year period prior to the filing of this lawsuit, MACO has enforced a strict "no overtime" policy precluding its employees from reporting the overtime they worked, and Defendants instructed their District Managers that they were not to report the hours they worked in excess of 37.5 hours in a workweek.

52. When District Managers are hired or promoted into that position, they are informed that their work schedule is 8 a.m. to 4:30 p.m., and that MACO does not pay overtime compensation, even though Defendants are well aware that the extensive duties placed on District Managers often require that they work in excess of forty hours in a workweek in order to satisfy their job duties and responsibilities.

53. Defendants instruct their District Managers that no matter how many hours they actually work, they cannot report that they worked more than 37.5 hours in a workweek.

54. As a result, throughout the three year period preceding the filing of this lawsuit,

District Managers were instructed to report that they worked from 8 a.m. to 4:30 p.m. Monday through Friday, with a daily 30 minute lunch break, for a total of 37.5 hours a week, no matter how many hours in excess of 40 they actually worked.

55. Throughout the three years preceding the filing of this lawsuit, District Managers had similar responsibilities and performed common job duties, which required that they regularly work more than 40 hours a week to accomplish, but were not permitted by the Defendants to log the actual hours they worked in excess of 40 hours on their timesheets.

56. Throughout the three years preceding the filing of this lawsuit, District Managers had similar responsibilities and performed common job duties, which required that they regularly work more than 40 hours a week to accomplish, but were not permitted by the Defendants to log more than 37.5 hours on their weekly timesheets.

57. A true and accurate copy of MACO's general job description applicable to all District Managers is attached as Exhibit C.

58. Even though Defendants do not allow their District Managers to report the overtime hours they work, Defendants require District Managers to work significant amounts of overtime in order to perform and accomplish their extensive job duties and responsibilities, or face discipline or discharge.

59. The job duties which Defendants assigned to and/or which were performed by its District Managers during the three year period preceding the filing of this lawsuit through the present include, but are not limited to: overseeing the overall operation of all multi-family complexes within their district; hire, train, supervise, and terminate site staff as necessary; analyzing property financial

statements and preparing annual operating budgets; preparing monthly, quarterly, and annual financial reports; reviewing, approving and coding all property expenditures/bills; preparing all required regulatory agency documents including management plans, management certifications, affirmative fair housing marketing plans, marketing letters, advertisements, and identity of interest disclosures; making regular site visits to complexes for compliance inspections; ensuring compliance with all federal, state, and local laws and regulations including tenant eligibility, non-discrimination, grounds, and health and safety matters; acting as liaison with all governing agencies and attending inspections; preparing responses to agency reports; scheduling and conducting team meetings; and preparing employee evaluations.

60. Plaintiff's job duties, work load and hours of work while working for Defendants as a District Manager is typical of those of other District Managers during the three year period prior to the filing of this lawsuit.

61. While working as a Property Manager for Defendants, Plaintiff typically worked much more than 40 hours per week, but was not paid at time and one-half her regular hourly rates as required by the FLSA for any of the overtime hours she worked.

62. Although she was paid hourly and her hours varied from week-to-week, the vast majority of Plaintiff's check stubs show that she was paid for working 37.5 hours each workweek (or 75 hours every 2 weeks) while she worked as a full-time District Manager for Defendants, reflecting that Plaintiff was paid for none of the overtime hours she worked in accordance with Defendants' strict mandate that District Managers report working only 37.5 hours and no overtime hours.

63. By way of example, for the two week pay period beginning Sunday, June 3, 2018 and

ending Saturday, June 16, 2018, Plaintiff worked at least 70 hours during the first week of that pay period, but was only paid for working 37.5 hours that week. A true and accurate copy of the pay stub issued to Plaintiff by the Defendants for the pay period of beginning Sunday, June 3, 2018 and ending Saturday, June 16, 2018, titled “Direct Deposit Voucher,” is attached as Exhibit D.

64. On Friday, June 8, 2018, Plaintiff started working at MACO’s Crossville Regional Office at 6:00 a.m., and continuously worked for 17.25 straight hours until 12:17 a.m. on the morning of Saturday, June 9, 2018. Because of the exhaustive hours Plaintiff was required to work, the requirement that she and other MACO employees report no overtime hours on their timesheets, and because her prior complaints about working long hours without overtime compensation had been ignored by Defendants, Plaintiff resigned on June 9, 2018. In her resignation letter, which she drafted at 12:17 a.m. on June 9, 2018, Plaintiff stated: “I would hope that I would be compensated for the 72 hour work week that I put in this week verses the 37.5 hour[s] that I am paid.” A true and accurate copy of Plaintiff’s resignation letter is attached as Exhibit E.

65. As a result of Defendants’ illegal “no overtime” policy, District Managers throughout Defendants’ operational territory generally reported working only 37.5 hours week-in and week-out, and were generally only paid for working 37.5 hours a week, during the three year period preceding the filing of this lawsuit.

V. SCOPE OF DEFENDANTS’ LIABILITY

66. There are other similarly-situated present and former employees of Defendants who worked as Property Managers and District Managers who have been improperly compensated and deprived of their lawful overtime pay in violation of the FLSA and who would benefit from the issuance of court-supervised notice of the present action. Those similarly-situated employees are known to Defendants and are readily identifiable and locatable through Defendants' records. Specifically, all current and former hourly-paid employees should be notified who, at any time during the three years preceding the filing date of this Complaint, up through and including the date of this Court's issuance of court-supervised notice, have worked as Property Managers and/or District Managers.

67. Throughout the recovery period applicable to this action, Defendants Maddox and Thompson exercised operational control over the business activities and operations of MACO, including control over the terms and conditions of employment of their hourly-paid Property Managers and District Managers.

68. In particular, Defendants Maddox and Thompson directed and controlled work performed by the Plaintiff and all similarly-situated Property Managers and District Managers who worked for them, or had the right to direct and control their work.

69. During the recovery period applicable to this action, Defendants Maddox and Thompson implemented, approved, and/or ratified the illegal policies and practices set forth and described above and were fully aware that such policies and practices violated the law.

70. Upon information and belief, Defendants Maddox and Thompson personally profited

through bonuses and/or increased compensation as a result of the illegal policies and practices set forth and described above.

71. Accordingly, Defendants Maddox and Thompson acted “directly or indirectly in the interest of an employer in relation to” the named Plaintiff and similarly-situated Property Managers and District Managers within the meaning of §203(d) of the FLSA, and are thus individually and personally liable for the unpaid wages, liquidated damages, costs and attorneys’ fees, and all other relief sought herein.

VI. COUNT ONE

72. Plaintiff repeats and incorporates by reference the allegations contained in Paragraphs 1-72 herein. By their actions alleged herein, Defendants willfully, knowingly, and/or recklessly violated the provisions of the FLSA and corresponding federal regulations.

73. Defendants willfully and intentionally engaged in a widespread pattern and practice of violating the overtime provision of the FLSA, as detailed herein, by endeavoring to obstruct and prevent the proper compensation of Plaintiff and other present and former, similarly-situated Property Managers and District Managers in accordance with §207 of the FLSA.

74. As a result of Defendants’ violations of the FLSA, Plaintiff, as well as all other similarly-situated Property Managers and District Managers, have suffered damages by failing to receive their lawful overtime wages in accordance with §207 of the FLSA.

75. Defendants have made no good faith efforts to comply with the FLSA with respect to their compensation of Plaintiff or other similarly-situated Property Managers and District Managers.

76. Defendants’ willful conduct is evidenced by its treatment of Plaintiff and similarly-

situated Property Managers and District Managers as set forth and described above.

77. As a result of the unlawful acts of Defendants, Plaintiff and all other similarly-situated Property Managers and District Managers have been deprived of their rightful hourly and/or overtime compensation in an amount to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and all other compensation and relief permitted by applicable law.

78. Pursuant to 29 U.S.C. §216(b), a Consent to participate in this action signed by the Plaintiff is attached hereto as Exhibit F.

VII. PRAYER FOR RELIEF

79. WHEREFORE, the named Plaintiff, individually and on behalf of all other similarly-situated Property Managers and District Managers, pursuant to §216(b) of the FLSA, prays for the following relief:

A. That at the earliest possible time, she be allowed to give notice, or that the Court issue such notice, to all persons who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, been employed as hourly Property Managers and District Managers for the Defendants. Such notice shall inform them that this action has been filed, the nature of the action, and of their right to opt into this lawsuit pursuant to 29 U.S.C. §216(b).

B. That the Plaintiff, and all similarly-situated Property Managers and District Managers, be awarded damages in the amount of their respective unpaid compensation, plus an equal amount of liquidated damages and/or prejudgment interest;

- C. Reasonable attorneys' fees;
- D. The costs and expenses of this action; and
- E. Such other, further legal and equitable relief, including but not limited to, any injunctive and/or declaratory relief to which they may be entitled.

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NASHVILLE 80793-1 658555v1

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
 TAMI SMITH, individually and on behalf of all similarly-situated persons,

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

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

DEFENDANTS
 MACO MANAGEMENT COMPANY, INC., and JAMES K. MADDIX,
 and KATRINA THOMPSON, individually

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

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)

	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	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <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 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 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	<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	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<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	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			

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):
 28 U.S.C. 201 et. seq.

Brief description of cause:
 Failure to pay proper hourly wages and/or overtime in violation of the Fair Labor Standards Act

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: 09/17/2018 SIGNATURE OF ATTORNEY OF RECORD: s/Autumn L. Gentry

FOR OFFICE USE ONLY RECEIPT # _____ AMOUNT _____ APPLICANT ID# _____ JUDGE _____ MAG. JUDGE _____

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- 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 there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

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EXHIBIT A

II: Duties/Responsibilities of Property Manager

- Collect Rent
- Walk property/pick up trash/look for anything out of sorts daily
- Check answering machine/return any messages
 - Your answering machine message should list the name of the complex(s) managed from the office, address and location, office day(s) and hours, what to do in the event of an emergency and emergency numbers for immediate assistance, and an invitation for application, regardless of current occupancy.
- Review work orders and distribute to maintenance
- Go through vacant apartments with maintenance/write up rent ready list
- Check progress of make-ready units
- After Hour Emergencies (Mileage can be submitted monthly Exhibit A)
- Turning in out of pocket expenses monthly (Exhibit B)
- Maintain accurate petty cash (if applicable) according to signed petty cash contract (Exhibit C). (See exhibit D) for petty cash log.
- Weekly Reporting to DM (Exhibit E)
- Quarterly unit inspections (Exhibit F)
- Accompany pest-control technicians
- Accurately complete and submit bi-weekly timesheets (Exhibit G)
- Supervise Maintenance Technician
- Evaluate annually the Maintenance Technician
- Administer resident violations (Blue Forms Book, Position 2). Acceptable reasons to issue a violation include, but are not limited to:
 - Disturbing other residents/receiving tenant complaint form (Exhibit H)
 - Destroying complex property in apartment and around apartment
 - Music or Television too loud
 - Not reporting income/occupancy changes
 - Threatening or acting in a threatening manner towards Site Staff
 - Having Pets without authorization
 - Uncleanliness
 - Guests of Resident(s) or Resident(s) acting out, doing damage, disturbing other residents, threatening others, or causing anything to happen on the complex property not allowed in the Rules and/or Lease.

If the resident fails to correct behavior that warranted a violation within the 10 days given, a lease termination notice (Exhibit I) should then be issued. If not going to renew a lease, a Non-renewal of lease (Exhibit J) 120 days before recert is due can be given. (Be sure to check with ADM or DM first)

EXHIBIT B

DIRECT DEPOSIT VOUCHER

	Period Start 10/9/2016	Period End 10/22/2016	Check Date 10/28/2016	Check Number 312 2
Employee Name SMITH, TAMI J	Employee No 2792	Soc Sec. No 537-76-5152	Hours Paid 80.00	Check Amount \$595.40

Current Earnings	Current Deductions	Current Taxes	YTD Earnings	YTD Subject to FIT	YTD Net Pay			
840.00	105.92	138.68	18,480.00	16,116.98	13,213.34			
Category	Earning/Ded/Tax	Type	Hours	Rate or %	Pieces or Base	Amount	Year to Date	Balance
Deductions	AFLAC-AFTER TAX			14.23		14.23	313.06	
Deductions	AFLAC			36.30		36.30	1,144.44	
Invalid Category	BANK OF PUTNAM			100.00000	595.40	595.40		
Deductions	HEALTH			55.39		55.39	1,218.58	
Earnings	HOURLY WAGES	Regular	80.00	10.500		840.00	18,480.00	
Taxes	FIT				748.31	81.43	1,357.59	
Taxes	Medicare				748.31	10.85	233.64	
Taxes	Soc Sec				748.31	46.40	999.35	

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH TO REMOVE. IMAGE DISAPPEARS WITH HEAT.

EXHIBIT C

District Manager

I: Introduction

The District Manager is responsible for maximizing all phases and performance of the property. They must direct and supervise all staff to achieve the financial and occupancy goals of the community, while also maintaining the property in good physical condition. The DM will supervise the daily operations of the properties in their portfolio. This includes physical as well as financial aspects. Fair Housing Training is required prior to beginning work.

II: Essential Job Functions

1. Oversees overall operation of the multi-family complexes
 - a. Hires, trains, supervises, and terminates property staff when necessary. This includes, but is not limited to, providing advice and/or hiring maintenance personnel.
 - b. Analyzes property's financial statements in order to prepare annual operating budgets
 - c. Reviews financial statements to identify operating deviations from what was budgeted and develop solutions where necessary
 - d. Prepares all required financial reports including, but not limited to monthly, quarterly, and/or annual reports to the applicable regulatory agencies, owners, or management agent. This includes making adjusting entries during the preparation of financial statements
 - e. Review and approve all property expenditures. Code all bills so Accounts Payable can make prompt payment
 - f. Prepares all required regulatory agency documents. This includes, but is not limited to, management plans, management certifications, affirmative fair housing marketing plans, marketing letters, advertisements, and Identity of Interest Disclosures
 - g. Visits and inspects complexes to ensure they meet all required standards
2. Establishes operating programs
 - a. Ensures compliance with all federal, state, and local laws and regulations. This includes, but is not limited to, tenant eligibility, non-discrimination, grounds, health, and safety.
 - b. Monitors collections of rents and security deposits
 - c. Solicits bids for required construction and/or repairs of building and equipment
 - d. Provides and ensures timely, effective customer service responding to tenant complaints, activities, and concerns

3. Acts as a liaison with all governing agencies
 - a. Monitors and attends inspections
 - b. Prepares responses to inspection results from regulatory agencies, investors, and owners.
4. Expected to attend continuing education training to enhance their knowledge of industry requirements.
5. Travel is required with this job.
6. Performs other projects and duties as assigned.

Knowledge, Skills & Abilities

To successfully perform the essential functions of this position, the employee must have a high school diploma or equivalent. The employee must thoroughly understand the competitive market and budget management, while providing exceptional service. The employee must be able to exercise good judgment and self-control. The employee should also exhibit enthusiasm, a good attitude, trustworthiness, personal integrity, and honesty. The employee should also possess good human relation skills demonstrating the ability to deal with residents and staff. This position functions in an office environment but does require local and regional travel. It requires the use of general office equipment such as computers, scanners, copiers, etc.

III. District Manager To-Do List

i. Daily:

- Coding and initial invoices

ii. Weekly:

- Conference call to site staff on Mondays or Friday before
- Print and submit aged past due (Exhibit A)

iii. Bi-Weekly:

- Property Manager and Maintenance Payroll needs to be turned into Leah. Review for completeness and submit; no later than Friday by closing hours (Section 1 Exhibit G)

iv. Monthly:

- Calculate and pay Management Fee's as funds are available throughout the month
- Monitor HUD PMs EIV monthly requirements. Make adjustments as needed.
- MHDC Occupancy Report, due to Darlene no later than the 8th, preferably before. (Exhibit B)
- Occupancy and RA Report (Vacant/unused RA report) to your Regional Director by the 10th (Exhibit C)
- Submit Expense Report to Regional Director no later than the 15th (Section 1 Exhibit B)
- Credit Card Report to Regional director no later than the 15th (Exhibit D)
- Mileage Report to Regional Director no later than the 15th (Section 1 Exhibit A)
- Send reports to Syndicators as requested
- Send reports to government agencies as needed
- Fund Tax and Escrow and Reserve Accounts
- Check with ADM on any items needed from PMs for the month
 - Outstanding certs due
 - Move out paperwork
 - Move in paperwork
- Enter collections submissions to RSS

v. Quarterly:

- Trip reports due to Regional Director (Exhibit E)
 - Submit all reports completed during the month to Reginal Director at the end of each month.
 - All properties should be done by the end of quarter.
- Approve LIHTC UA's
- Post LIHTC Payments (postings)

- Send reports out to Syndicators
- Send reports to government agencies as needed

vi. Yearly:

- 1st of the Year and beginning of 4th quarter - Get ready for auditors
- Put approved budgets into ACCPAC, as they get approved
 - If rejected put last approved budget into ACCPAC
- March 31st, Year Ends due to RD
 - Budget transmitted
 - Balance sheet transmitted
 - Narrative submitted
 - Certification of Performance Standards
- Respond to LIHTC agency (state specific) year ends within 30 days as they are received throughout the year.
- Put Adjusting Journal Entries into ACCPAC
- September 30th, Proposed Budgets due to RD (Exhibit F)
 - Transmit Proposed Budgets and Rent Increases no later than September 30th
 - Submit Management Certification, Narrative and Utility Allowance to RD
- Prepare and submit Service Workout Plans (SWOP) if:
 - The 3-year vacancy average is above 10%, or, 12-month vacancy average is above 10%, or, the reserve account is underfunded... a SWOP is needed to approve an RD budget.
 - SWOPs can be written for 1-3 years.
 - Schedule a unit by unit inspection with the RD specialist. The findings from this inspection are placed on a SWOP Grid and submitted.
 - Prepare the SWOP narrative
 - Prepare 1st year budget should be prepared WITHOUT Return to Owner Part 1 line 23 of the RD budget.
 - Contingency Budget for future budgets the length of the SWOP
- November 1st, Proposed Budgets due to LIHTC agency (state specific)
- Prepare Employee Performance Evaluation by November 1st
 - Collect and review employee maintenance reviews and forward to RD
 - Review evaluations with site staff in January once RD agrees and signs off.
- Prepare employee annual bonuses for site staff. Due by December 1st.

IV. Throughout Year:

- Look for any AFHMP's that are due and update (Exhibit G) Make sure any Reserve items that were approved on budget are getting done
- Oversee Inspection Prep, Inspections and Responses
- Hiring, Terminating and Counseling Staff as needed
 - Submit Application package to HR
 - Submit Applicable new hire package to HR once applicant is approved.
 - Submit termination info to HR as needed
- Get RD's approval on purchases over \$1,000.00
- Adjust Marketing Strategy if and when needed
- Ensure Transition Plans and CNA'S are being maintained and completed
- Respond to Government Agencies in a Timely Manner
- Schedule and conduct team meetings to make adjustments, training etc.
- Analyze, troubleshoot and implement strategies for troubled properties
 - Frequency of complex visits (weekly, bi weekly, monthly)
 - Adjust marketing strategy
 - Monitor rent ready progress
 - Implement incentives if necessary
- Track and monitor time remaining to activate unused RA
- Approve all tenant terminations and promissory notes as necessary

EXHIBIT D

Company Name		MACO Management Co, Inc.						Processed By C.P.U., Inc.					
Address		PO Box 68 Clarkton, MO 63837						(573) 448-3000					
Federal EIN		43-1370812		(W) TN EIN		N/A		(R) EIN					
Employee Name		TAMI J SMITH											
Company No.	1265	Payroll No.	42	Pay Freq.	Bi-Weekly	Tax Status		Depts	UCI State	TN			
Employee No.	2792	Division No.	1	Start Date	06/03/2018	Federal	Single	1	Xtr/Fxd Flat	Xtr/Fxd %			
SSN No.	*****5152	Home Dept. No.	30000	End Date	06/16/2018	(W) TN	N/A						
Check No.	2022194	Net Pay	447.80	Check Date	06/22/2018	(R)							
Sick Hours		Vacation Hours		Personal Hours		Balances							
Bank Account #1	Checking	****4311	****5900	447.80	Bank Account #3								
Bank Account #2					Bank Account #4								
DD Leftover Check													
Memos													
Dept.	Current Earnings				Year to Date Earnings			Taxes			Deductions / Memos		
	Pay Desc	Rate	Hours	Curr Amt	Pay Desc	Hours	YTD Amt	Tax Desc	Curr Amt	YTD Amt	Ded Desc	Curr Amt	YTD Amt
30000	0-Regular Pay	15.0000	37.50	562.50	0-Regular Pay	937.50	14,062.50	Federal WH	20.52	1,020.10	11-Health Ins F	55.39	720.07
								OASDI	31.44	827.23			
								Medicare	7.35	193.46			
Employee Totals			37.50	562.50	Total YTD:	937.50	14,062.50		59.31	2,040.79		55.39	720.07

MACO Management Co, Inc.
 PO Box 68
 Clarkton, MO 63837

Check Date	Reference No.
06/22/2018	2022194

\$ 447.80

Direct Deposit Voucher

Payee
 TAMI J SMITH
 145 Duke Road
 Cookeville, TN 38501
NON-NEGOTIABLE

NON-NEGOTIABLE

06/20/2018 9:06:36 AM

Direct Deposit Voucher

EXHIBIT E

June 9, 2018

12:17 AM

Please accept this as my formal notice on resignation. I deeply regret that after 8 years of employment for MACO Management that I am hereby resigning as District Manager. I have left my Credit Card and receipts, as well as my company computer. The office key is locked in the company vehicle as I did not have anyone to leave it with at this hour. I would hope that I would be compensated for the 72 hour work week that I put in this week verses the 37.5 hour that I am paid.



Tami Smith

EXHIBIT F

**FLSA ACTION AGAINST MACO MANAGEMENT COMPANY, INC.
PLAINTIFF CONSENT FORM**

By my signature below, I hereby authorize the filing and prosecution of a Fair Labor Standards Act action in my name and on my behalf by the named Plaintiffs and designate them as my agent to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiffs' Counsel concerning attorneys' fees and costs, to file a proof of claim on my behalf in the event Defendant(s) file for bankruptcy protection under Chapters 7 or 11 of the Bankruptcy Act, to negotiate and to take any other action necessary to present or preserve my wage and hour claim against Defendants MACO Management Company, Inc., their successors, affiliates, owners, and/or principals.

July 14, 2018
DATE

Tami J. Smith
SIGNATURE

Tami J. Smith
(Print Name)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Maco Management Company Facing Ex-Employee's Unpaid Overtime Claims](#)
