

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MORGAN SPEARS, and)	
ASHLEY COLON,)	
individually, and on behalf of)	
all similarly situated persons,)	
)	CIVIL ACTION
)	FILE NO. _____
Plaintiffs,)	
)	
v.)	
)	JURY TRIAL DEMANDED
FOCUSVISION)	
WORLDWIDE, INC.,)	
)	
Defendant.)	
_____)	

COLLECTIVE ACTION COMPLAINT

This action is brought on behalf of Plaintiffs and all similarly situated persons employed by Defendant FocusVision Worldwide, Inc. (“FocusVision” or “Defendant”) within the United States. Defendant willfully failed to pay Plaintiffs and other similarly situated employees proper overtime for all hours worked in excess of 40 per week, in violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et seq.* (“FLSA”).

NATURE OF THE ACTION

1. This is a collective action for unpaid overtime wages under the FLSA. Plaintiffs allege on behalf of themselves and other current and former Technicians employed by Defendant in the United States who choose to opt into this action pursuant to the FLSA, 29 U.S.C. § 216(b) (the “Collective Action”) that they are (i) entitled to unpaid wages from Defendant for overtime work for which they did not receive proper overtime premium pay, as required by the FLSA, (ii) entitled to liquidated damages pursuant to the FLSA, and (iii) entitled to recover their attorneys’ fees and costs.

JURISDICTION AND VENUE

2. This is an action for unpaid overtime under the FLSA. Pursuant to 28 U.S.C. § 1331, this Court has federal question jurisdiction over this Complaint.

3. Venue is proper in this district and division pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to this Complaint occurred within the Northern District of Georgia.

PARTIES

4. Plaintiff Morgan Spears (“Spears”) has been employed as a Technician with Defendant from Spring 2013 through the filing of this Complaint. Spears’ Consent to Join Form is attached hereto as Exhibit “A.”

5. Plaintiff Ashley Colon (“Colon”) has been employed as a Technician with Defendant from June 2013 through the filing of this Complaint. Colon’s Consent to Join Form is attached hereto as Exhibit “B.”

6. Defendant is a Delaware corporation. Its principal office is located at 1266 East Main Street, Stamford, Connecticut, 06092.

7. At all times relevant to this action, Defendant was licensed to, and did, transact business in this judicial district.

8. Defendant may be served with process via its registered agent, CT Corporation System, at 289 South Culver Street, Lawrenceville, Georgia 30046-4805.

COLLECTIVE ACTION ALLEGATIONS

9. Plaintiffs bring this action on behalf of themselves and all other similarly situated employees pursuant to 29 U.S.C. § 216(b).

10. Plaintiffs and similarly situated individuals are, or were:

- a. employed by Defendant as Technicians at any time within the period beginning three years prior to filing this Complaint and ending with Defendant’s reclassification of such persons from independent contractors to employees in or about April 2017 (the “relevant time period”);

- b. classified by Defendant as independent contractors during the relevant time period; and
- c. worked more than 40 hours per week during some or all weeks within the relevant time period but did not receive overtime premium pay at one and one-half times their regular hourly rate as required by the FLSA.

11. Plaintiffs and similarly situated individuals fitting the above-described criteria are the Collective Action Class for purposes of this Complaint.

12. Collective Action Class members were referred to variously by Defendant as InterVu Technicians, CSRs, CSR Technicians, Technicians, or similar titles but, regardless of their titles, all Collective Action class members were similarly situated in terms of their job duties, compensation, misclassification as independent contractors, and nature of their employment relationship with Defendant. The term Technician is used in this Complaint for convenience to describe all Collective Action Class members and does not exclude from Collective Action Class membership persons who are similarly situated to Plaintiffs and other Collective Class members except in regard to having a difference in job title.

13. The Collective Action Class is so numerous that individual joinder of all members is impracticable and would not further the intent of 29 U.S.C. § 216(b). The precise number of persons within the Collective Action Class is unknown, and the information permitting a determination of the number of Collective Action Class members lies within the sole possession of Defendant. However, there are, upon information and belief, at least 50 members of the Collective Action Class, most of whom would not be likely to file individual suits because they lack adequate financial resources, access to attorneys, and/or knowledge of their claims, and because Defendant's wrongful classification of Collective Action Class members as "independent contractors" may mislead members to believe they have no legal ability to recover overtime wages.

14. Plaintiffs will fairly and adequately protect the interests of the members of the Collective Action Class and have retained counsel that is experienced and competent in the fields of wage and hour law and collective action litigation.

15. Questions of law and fact common to the members of the Collective Action Class predominate over questions that may affect only individual members because Defendant has acted on grounds generally applicable to all members of the Collective Action Class.

16. Members of the Collective Action Class are similarly situated under the FLSA because, *inter alia*:

- a. They held the same or materially similar positions with Defendant during the relevant period;
- b. They had the same or materially similar job duties during the relevant time period;
- c. Defendant classified them as independent contractors during the relevant time period;
- d. They worked more than 40 hours per week during one or more weeks within the relevant time period;
- e. Defendant failed to pay them overtime compensation at a rate of one and one-half times their regular rate of pay.

FACTUAL ALLEGATIONS

17. Defendant is a market research technology company. It has offices in multiple locations around the world.

18. Among Defendant's business offerings is the hosting and facilitation of online focus groups and other online research discussions.

19. Collective Action Class members' primary job duty was to perform technical setup and support for online focus groups and discussions Defendant

hosted. Their duties included tasks such as using a computer and phone to establish online connections among focus group participants via Defendant's focus group-hosting software and to correct technical issues that might arise during the focus group (such as reconnecting a participant whose connection dropped).

20. During the relevant time period, Defendant classified the Collective Action Class members as "independent contractors."

21. Defendant compensated Collective Action Class members on an hourly basis.

22. Collective Action Class members tracked their work hours and submitted them to Defendant as invoices on a regular basis. Defendant's hourly compensation of Collective Action class members was based on the hours submitted on these invoices.

23. Collective Action Class members frequently worked more than 40 hours per week during the relevant time period, sometimes working in excess of 60 hours per week.

24. Defendant paid Collective Action Class members only their regular hourly rate for hours worked in excess of 40 per week during the relevant time period. Defendant did not pay Collective Action Class members one and one-half times their regular rate for overtime hours.

25. The software Defendant used for the focus group hosting was proprietary to Defendant. Collective Action Class members did not develop or write the software used to facilitate the focus groups.

26. Defendant did not require Collective Action Class members to have special training or certifications prior to joining Defendant.

27. Defendant provided Collective Action Class members the training necessary to the performance of their jobs after it hired them.

28. Collective Action Class members made little, if any, investment of their own in Defendant's business enterprise. The overwhelming majority of the investment in Defendant's business (such as office space, software development, the costs of personnel other than Collective Action Class members) was made by Defendant, not by Collective Action Class members.

29. Defendant maintained substantial control over the Collective Action Class members' daily work tasks. For example, Defendant assigned the focus group(s) each Collective Action Class member would support each day; Defendant issued Collective Action Class members specific instructions pertaining to each focus group (such as the participants' identities, the types of online connections to set up, and the start time of the focus group). After the focus group concluded,

Defendant required Collective Action Class members to submit, on a standard form, a summary of any technical issues that had occurred.

30. Defendant's managerial employees and/ or its customers determined the parameters and substantive content of the online focus groups for which Collective Action Class members provided technical services. For example, decisions such as who would participate in the focus groups, the products that would be evaluated during the focus groups, the topics discussed, the substantive manner in which the discussion would be conducted, and the substantive information provided to the focus group participants, were not made by Collective Action Class members, but rather by Defendant's managers or its customers.

31. Defendant directed Collective Action Class members to provide advance notice if they would be unable to work.

32. Collective Action Class members were an integral part of Defendant's business. Throughout the relevant time period, other employees of Defendant did not have the same primary duty as Collective Action Class members. Defendant's business was hosting online focus groups, and no employees of Defendant except Collective Action class members performed the technical setup and support of those focus groups.

33. Without the Collective Action Class members, Defendant's online focus group hosting business would have been unable to function.

34. Collective Action Class members' wages from Defendant depended on the number of hours they worked. Managerial skill was not a factor in Collective Action members' compensation because, *inter alia*, they did not supervise any other employees, their job duties were assigned and controlled by Defendant, and they were compensated based on the number of hours they worked.

35. In or about April 2017, Defendant reclassified Collective Action Class members from independent contractors to employees.

36. As part of this reclassification, Defendant began restricting Collective Action Class members' work hours to 40 or fewer per week.

37. Defendant did not materially change Collective Action Class members' job duties in connection with reclassifying them. After being reclassified as employees, Collective Action Class members performed the same, or substantially the same, duties as they did when classified as independent contractors.

38. Defendant knew throughout the relevant time period that Collective Action Class members worked more than 40 hours per week because Collective

Action Class members regularly reported their work hours to Defendant and Defendant compensated Collective Action Class members on an hourly basis.

39. Defendant's compensation policy of not paying one and one-half times the regular rate for Collective Action Class members' overtime hours was a standard policy of Defendant. It was not an informal or locally decided practice.

40. Defendant maintained at least four offices during the relevant time period through which Collective Action Class members worked. These offices were in Fresno, California; Portland, Oregon; Stamford, Connecticut; and Atlanta, Georgia.

41. Upon information and belief, individuals fitting the Collective Action Class definition worked at all four of Defendant's offices within the relevant time period because, *inter alia*:

- a. The focus group-hosting services Defendant provides are done online, and the focus group's substantive participants frequently participate from locations throughout the country or even internationally, making the geographic location of the Collective Action Class member immaterial to the process;
- b. A Collective Action Class member can set up and monitor a focus group from any location using Defendant's software and basic

computer and phone equipment, including from either inside one of Defendant's offices and from remote locations such as while Collective Action Class members work from their homes, as some did;

- c. Collective Action Class members' communications with their supervisors at Defendant are largely or entirely done using e-mail or other electronic means, or phone; for example: Defendants' assignments of particular focus groups to each Collective Class Member, Defendant's issuance of the parameters and start times of the focus groups, Collective Action Class members' submission to Defendant of their post-focus group technical reports, and Collective Action Class members' submission of their work hours are all done electronically;
- d. Defendant has recently begun hiring Technicians to work in its Sofia, Bulgaria office; these technicians have been trained to perform their jobs by members of the Collective Action Class and have materially the same duties, even though located in Bulgaria, as did Plaintiffs, who worked via the Atlanta office;

e. Defendant's compensation plan (including, specifically, the policy of not paying time and one-half for Collective Action Class members' overtime hours) was, upon information and belief, applied to all Collective Action Class members regardless of their location.

42. On information and belief, Defendant's unlawful conduct described herein is pursuant to a corporate policy or practice of minimizing labor costs by violating the FLSA.

43. Defendant was, or reasonably should have been, aware that federal law require it to pay employees performing non-exempt duties overtime at a rate of one and one-half their regular rate for all hours worked in excess of 40 per week.

44. Defendant's failure to pay members of the Collective Action Class overtime at a rate of one and one-half their regular rate for all hours worked in excess of 40 per week was willful and in bad faith.

COUNT I

Willful Failure Pay Overtime in Violation of the FLSA

45. Plaintiffs incorporate by reference all preceding paragraphs of the Complaint as if fully restated here.

46. Defendant engaged in a widespread pattern, policy and practice of violating the FLSA by failing to pay members of the Collective Action Class

overtime at a rate of one and one-half times their regular rate for hours worked in excess of 40 per week.

47. At all relevant times, members of the Collective Action Class were engaged in commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

48. The overtime wage provisions set forth in the FLSA apply to Defendant and protect the members of the Collective Action Class.

49. At all relevant times, Defendant was an employer engaged in interstate commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

50. At all relevant times, Defendant employed members of the Collective Action Class within the meaning of the FLSA.

51. At all relevant times, Defendant has had gross revenues in excess of \$500,000.00.

52. Plaintiffs consent in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b).

53. As a result of Defendant's willful failure to compensate members of the Collective Action Class at a rate of one and one-half times their regular rate for

hours worked in excess of 40 per week, Defendant has violated the FLSA, 29 U.S.C. §§ 201 *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a).

54. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a). Because Defendant's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

55. Defendant did not make a good faith effort to comply with the FLSA with respect to its compensation of Plaintiffs and the members of the Collective Action Class.

56. Due to Defendant's FLSA violations, Plaintiffs and the members of the Collective Action Class are entitled to recover from Defendant their unpaid overtime wages for all of the hours they worked in excess of 40 per week, an additional and equal amount as liquidated damages for Defendant's willful violations of the FLSA, prejudgment interest, reasonable attorneys' fees, and costs of litigation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and all members of the Collective Action Class who join this action demand a **TRIAL BY JURY** and the following relief:

- a. Designation of this action as a collective action and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all Collective Action Class members, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Join pursuant to 29 U.S.C. § 216(b) and tolling of the statute of limitations;
- b. A declaratory judgment that the practices complained of herein are unlawful under the FLSA;
- c. An award of unpaid overtime compensation due under the FLSA;
- d. An award of liquidated damages as a result of Defendant's willful failure to pay overtime compensation;
- e. An award of prejudgment and post-judgment interest;
- f. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- g. Such other and further relief as this Court deems just and proper.

Respectfully submitted September 6, 2017.

[SIGNATURES ON FOLLOWING PAGE]

BERMAN FINK VAN HORN P.C.

By: s/ Kenneth N. Winkler
Kenneth N. Winkler
Georgia Bar No. 770749
Malone W. Allen
Georgia Bar No. 921070

3475 Piedmont Road, NE
Suite 1100
Atlanta, Georgia 30305
(404) 261-7711

LEGARE, ATTWOOD & WOLFE, LLC

By: s/ Steven E. Wolfe
Georgia Bar No. 142441
sewolfe@law-llc.com

400 Colony Square, Suite 1000
1201 Peachtree Street, NE
Atlanta, Georgia 30361
Telephone: (470) 823-4000
Facsimile: (470) 201-1212

Counsel for Plaintiffs

JS44 (Rev. 6/2017 NDGA)

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

<p>I. (a) PLAINTIFF(S)</p> <p>MORGAN SPEARS, ASHLEY COLON, and AARON WALKER, individually, and on behalf of all similiary situated persons,</p>	<p>DEFENDANT(S)</p> <p>FOCUSVISION WORLDWIDE, INC.</p>
<p>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</p>
<p>(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)</p> <p>Kennth N. Winkler/ kwinkler@bfvlaw.com Berman, Fink, Van Horn, P.C. 3475 Piedmont Road, NE., Suite 1100 Atlanta, GA 30305 (404) 261-7711</p>	<p>ATTORNEYS (IF KNOWN)</p>

<p>II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)</p> <p><input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF <input checked="" type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)</p> <p><input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT <input type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)</p> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">PLF</td> <td style="text-align: center;">DEF</td> <td style="width: 50px;"></td> <td style="text-align: center;">PLF</td> <td style="text-align: center;">DEF</td> <td style="width: 50px;"></td> </tr> <tr> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>CITIZEN OF THIS STATE</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> <td>INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE</td> </tr> <tr> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>CITIZEN OF ANOTHER STATE</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> <td>INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE</td> </tr> <tr> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>CITIZEN OR SUBJECT OF A FOREIGN COUNTRY</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> <td>FOREIGN NATION</td> </tr> </table>	PLF	DEF		PLF	DEF		<input type="checkbox"/> 1	<input type="checkbox"/> 1	CITIZEN OF THIS STATE	<input type="checkbox"/> 4	<input type="checkbox"/> 4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE	<input type="checkbox"/> 2	<input type="checkbox"/> 2	CITIZEN OF ANOTHER STATE	<input type="checkbox"/> 5	<input type="checkbox"/> 5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	<input type="checkbox"/> 3	<input type="checkbox"/> 3	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	<input type="checkbox"/> 6	<input type="checkbox"/> 6	FOREIGN NATION
PLF	DEF		PLF	DEF																					
<input type="checkbox"/> 1	<input type="checkbox"/> 1	CITIZEN OF THIS STATE	<input type="checkbox"/> 4	<input type="checkbox"/> 4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE																				
<input type="checkbox"/> 2	<input type="checkbox"/> 2	CITIZEN OF ANOTHER STATE	<input type="checkbox"/> 5	<input type="checkbox"/> 5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE																				
<input type="checkbox"/> 3	<input type="checkbox"/> 3	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	<input type="checkbox"/> 6	<input type="checkbox"/> 6	FOREIGN NATION																				

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

1 ORIGINAL PROCEEDING 2 REMOVED FROM STATE COURT 3 REMANDED FROM APPELLATE COURT 4 REINSTATED OR REOPENED 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) 6 MULTIDISTRICT LITIGATION - TRANSFER 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Fair Labor Standards Act
29 USC Sec. 201 et seq. - Failure to properly pay overtime

(IF COMPLEX, CHECK REASON BELOW)

<input type="checkbox"/> 1. Unusually large number of parties.	<input type="checkbox"/> 6. Problems locating or preserving evidence
<input type="checkbox"/> 2. Unusually large number of claims or defenses.	<input type="checkbox"/> 7. Pending parallel investigations or actions by government.
<input type="checkbox"/> 3. Factual issues are exceptionally complex	<input type="checkbox"/> 8. Multiple use of experts.
<input type="checkbox"/> 4. Greater than normal volume of evidence.	<input type="checkbox"/> 9. Need for discovery outside United States boundaries.
<input type="checkbox"/> 5. Extended discovery period is needed.	<input type="checkbox"/> 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ <i>(Referral)</i>	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
120 MARINE
130 MILLER ACT
140 NEGOTIABLE INSTRUMENT
151 MEDICARE ACT
160 STOCKHOLDERS' SUITS
190 OTHER CONTRACT
195 CONTRACT PRODUCT LIABILITY
196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
220 FORECLOSURE
230 RENT LEASE & EJECTMENT
240 TORTS TO LAND
245 TORT PRODUCT LIABILITY
290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
315 AIRPLANE PRODUCT LIABILITY
320 ASSAULT, LIBEL & SLANDER
330 FEDERAL EMPLOYERS' LIABILITY
340 MARINE
345 MARINE PRODUCT LIABILITY
350 MOTOR VEHICLE
355 MOTOR VEHICLE PRODUCT LIABILITY
360 OTHER PERSONAL INJURY
362 PERSONAL INJURY - MEDICAL MALPRACTICE
365 PERSONAL INJURY - PRODUCT LIABILITY
367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
371 TRUTH IN LENDING
380 OTHER PERSONAL PROPERTY DAMAGE
385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
441 VOTING
442 EMPLOYMENT
443 HOUSING/ ACCOMMODATIONS
445 AMERICANS with DISABILITIES - Employment
446 AMERICANS with DISABILITIES - Other
448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
510 MOTIONS TO VACATE SENTENCE
530 HABEAS CORPUS
535 HABEAS CORPUS DEATH PENALTY
540 MANDAMUS & OTHER
550 CIVIL RIGHTS - Filed Pro se
555 PRISON CONDITION(S) - Filed Pro se
560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
720 LABOR/MGMT. RELATIONS
740 RAILWAY LABOR ACT
751 FAMILY and MEDICAL LEAVE ACT
790 OTHER LABOR LITIGATION
791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDAs) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
862 BLACK LUNG (923)
863 DIWC (405(g))
863 DIWW (405(g))
864 SSID TITLE XVI
865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
376 Qui Tam 31 USC 3729(a)
400 STATE REAPPORTIONMENT
430 BANKS AND BANKING
450 COMMERCE/ICC RATES/ETC.
460 DEPORTATION
470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
480 CONSUMER CREDIT
490 CABLE/SATELLITE TV
890 OTHER STATUTORY ACTIONS
891 AGRICULTURAL ACTS
893 ENVIRONMENTAL MATTERS
895 FREEDOM OF INFORMATION ACT
899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "10" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3

VII. REQUESTED IN COMPLAINT:

- CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$
JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY JUDGE

DOCKET NO.

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

- 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. , WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

Signature of attorney of record

SIGNATURE OF ATTORNEY OF RECORD

9/6/17

DATE

EXHIBIT A

CONSENT TO BECOME A PARTY-PLAINTIFF

I consent to become a party-plaintiff in the Fair Labor Standards Act collective action *Spears et al. v. FocusVision WorldWide, LLC* in the United States District Court for the Northern District of Georgia.

I authorize the Plaintiff's attorneys – Berman Fink Van Horn P.C. and Legare, Attwood & Wolfe, LLC – to represent me in any claims I may have for unpaid overtime wages and liquidated damages against *FocusVision WorldWide, LLC* or affiliated entities. I authorize the Plaintiffs' attorneys, together with the Named Plaintiffs – Morgan Spears and Ashley Colon (or any other Named Plaintiffs who may be added or substituted) – and to make decisions on my behalf in the case, including whether to settle and for what amount. I agree to be bound by any settlement or judgment in the case.


If this case does not proceed collectively, then I also consent to become a party-plaintiff in any subsequent action to assert FLSA claims for unpaid wages and liquidated damages against FocusVision Worldwide, Inc. and/or any affiliated entity or joint employer.

To join this collective action, you must complete this consent to join form, sign your name where indicated, and either file it directly with the Court or send it to Named Plaintiff's counsel at the following address:

Steven E. Wolfe
Legare, Attwood & Wolfe, LLC
400 Colony Square, Suite 1000
1201 Peachtree Street, NE
Atlanta, Georgia 30361

You may also submit the consent to join form by making a high-quality scan of it (for example, a .pdf file) and emailing the scan to Named Plaintiff's counsel at: sewolfe@law-llc.com

Print Name



Signature

Date

Address (line 1)

Address (line 2, if needed)

Address (line 3, if needed)

Best email address to contact you about this case

Best telephone number to contact you about this case

EXHIBIT B

CONSENT TO BECOME A PARTY-PLAINTIFF

I consent to become a party-plaintiff in the Fair Labor Standards Act collective action *Spears et al. v. FocusVision WorldWide, LLC* in the United States District Court for the Northern District of Georgia.

I authorize the Plaintiff's attorneys – Berman Fink Van Horn P.C. and Legare, Attwood & Wolfe, LLC – to represent me in any claims I may have for unpaid overtime wages and liquidated damages against *FocusVision WorldWide, LLC* or affiliated entities. I authorize the Plaintiffs' attorneys, together with the Named Plaintiffs – Morgan Spears and Ashley Colon (or any other Named Plaintiffs who may be added or substituted) – and to make decisions on my behalf in the case, including whether to settle and for what amount. I agree to be bound by any settlement or judgment in the case.

If this case does not proceed collectively, then I also consent to become a party-plaintiff in any subsequent action to assert FLSA claims for unpaid wages and liquidated damages against FocusVision Worldwide, Inc. and/or any affiliated entity or joint employer.

To join this collective action, you must complete this consent to join form, sign your name where indicated, and either file it directly with the Court or send it to Named Plaintiff's counsel at the following address:

Steven E. Wolfe
Legare, Attwood & Wolfe, LLC
400 Colony Square, Suite 1000
1201 Peachtree Street, NE
Atlanta, Georgia 30361

You may also submit the consent to join form by making a high-quality scan of it (for example, a .pdf file) and emailing the scan to Named Plaintiff's counsel at: sewolfe@law-llc.com

Ashley Colon

Print Name



Signature

9/1/2017

Date

811 Grindstone PI SW Marietta, Ga 30060

Address (line 1)

Address (line 2, if needed)

Address (line 3, if needed)

ashtreecolon@gmail.com

Best email address to contact you about this case

404-791-3301

Best telephone number to contact you about this case

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: FocusVision Worldwide Misclassified Technicians, Owes OT Pay](#)
