

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2017 JUL -6 AM 11:09
US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

FREDERICK STEELE, an individual,
on behalf of himself and those
similarly situated,

Plaintiff,

CASE NO.: 6:17-cv-1246-ORL-37DCI

vs.

JURY TRIAL DEMANDED

THALES AVIONICS, INC.,
a foreign corporation,

Defendant.

_____ /

VERIFIED COLLECTIVE ACTION COMPLAINT

Plaintiff, Frederick Steele (hereinafter "Plaintiff"), by and through his attorneys, Jill S. Schwartz & Associates, P.A., on behalf of himself and on behalf of all others similarly situated, brings this complaint against Thales Avionics, Inc. (hereinafter "Defendant") for violations of the Fair Labor Standards Act's (hereinafter "FLSA") overtime and record-keeping requirements and in support thereof states as follows:

NATURE OF ACTION

1. Plaintiff brings this action on behalf of himself and all similarly-situated employees who worked or work as line maintenance technicians for Defendant (hereinafter the "Collective") and alleges that Defendant unlawfully failed and refused to pay Plaintiff and members of the Collective overtime pay for overtime worked for which they are entitled pursuant to the FLSA, notwithstanding that Plaintiff and members of the prospective Collective are not and have not been exempt from overtime pay.

2. Defendant's practices as alleged herein violated and continue to violate the FLSA, 29 United States Code section 201, *et seq.*

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this Court pursuant to 28 United States Code section 1391(b) as the acts and omissions that gave rise to this action occurred in Orange County, Florida, and within this district and division.

4. Defendant is a registered foreign corporation that maintains an office within this district and division.

5. Defendant employed Plaintiff and members of the prospective Collective within this district and division.

6. Defendant conducts business in this district and division.

7. In addition, jurisdiction is proper pursuant to 29 United States Code section 201, *et seq.*

8. Plaintiff and the prospective Collective were and are employees who regularly were and are engaged in commerce, or who handled, sold, or otherwise worked on goods or materials that had been moved in or produced for commerce. 29 United States Code section 203(s)(1)(A)(i).

9. Alternatively, at all times relevant to this complaint, Defendant is an enterprise whose annual gross volume of sales made or business done is not less than \$500,000. 29 United States Code section 203(s)(1)(A)(ii).

10. Jurisdiction is also proper pursuant to 28 United States Code section 1331.

PARTIES

11. Plaintiff is a resident of Cape Canaveral, Brevard County, Florida, and was employed as a Line Maintenance Technician 2 for Defendant from in or about June 2014 until in or about December 2016 in Defendant's Orlando, Florida, office.

12. Plaintiff consents to bring suit against Defendant under the FLSA. (Exhibit A).

13. Defendant is a foreign corporation with offices located in Orlando, Florida.

GENERAL FACTUAL ALLEGATIONS

14. Defendant is engaged in the business of, *inter alia*, performing maintenance and upkeep on in-flight entertainment systems on commercial aircraft owned by Defendant's clients.

15. Among other employees, Defendant employs line maintenance technicians.

16. Plaintiff and members of the prospective Collective were employed by Defendant as line maintenance technicians.

17. Plaintiff and the prospective Collective were primarily responsible for performing maintenance and upkeep on entertainment systems in commercial aircraft owned by Defendant's clients.

18. As line maintenance technicians, Plaintiff and the prospective Collective typically performed job duties that included, but were not limited to:

- (a) Inspection of the entertainment systems on commercial aircraft owned by Defendant's clients;
- (b) Addressing complaints from Defendant's clients regarding the entertainment systems on commercial aircraft owned by Defendant's clients;
- (c) Repairing broken televisions on commercial aircraft owned by Defendant's clients;

- (d) Replacing hardware related to the entertainment system on commercial aircraft owned by Defendant's clients;
- (e) Loading software related to the entertainment system on commercial Aircraft owned by Defendant's clients; and
- (f) Replacing antennae related to the entertainment system on commercial aircraft owned by Defendant's clients.

19. Some members of the prospective Collective may currently be employed by Defendant as line maintenance technicians.

20. Plaintiff and the prospective Collective were paid on an hourly basis.

21. Defendant continues to pay currently employed members of the prospective Collective on an hourly basis.

22. Plaintiff and the prospective Collective were required to use a time keeping program on a company computer to record their time.

23. As a matter of practice, Defendant required Plaintiff and the prospective Collective to perform work off the clock, which resulted in inaccurate time keeping.

24. Thus, Plaintiff and the prospective Collective typically worked in excess of the time reflected in their time clock entries.

25. Defendant required Plaintiff and the prospective collective to park at an employee lot at the Orlando International Airport (hereinafter "MCO") no later than 8:30 p.m. and take a vehicle owned by Defendant through airport security to the line maintenance area at MCO.

26. Plaintiff and the prospective Collective were instructed by their supervisors that they were to report to the employee parking lot at MCO no later than 8:30 p.m. each working night.

27. Plaintiff was the driver of Defendant's vehicle approximately fifty (50%) of the time and was responsible for moving the vehicle between the employee parking lot and the line maintenance area at MCO.

28. The vehicle was not merely a means of transport to and from the parking area. Rather, it was a necessary tool used throughout the workday by Plaintiff and the prospective Collective.

29. Plaintiff and the prospective Collective were not permitted to clock in until they arrived at the line maintenance area.

30. Plaintiff and the prospective Collective spent approximately forty-five minutes to one hour (45 minutes-1 hour) per work day traveling from the employee parking lot to the line maintenance area at MCO.

31. The work performed off the clock resulted in Plaintiff and the prospective Collective incurring overtime hours.

32. Plaintiff and the prospective Collective worked four (4) to five (5) hours over forty (40) hours during most, if not all, workweeks during the relevant period.

FLSA CLAIMS-COLLECTIVE ACTION ALLEGATIONS

33. Plaintiff and the prospective Collective allege violations of the FLSA on behalf of all persons who were, are, or will be employed by Defendant throughout the country during the applicable statutes of limitations, who have not been compensated at one-and-one-half times the regular rate of pay for all work performed in excess of forty (40) hours per work week, and Plaintiff and the prospective Collective allege that Defendant failed and continues to fail to maintain and preserve payroll records or other records, containing, without limitation, the total hours worked by each Collective member each workday and total hours worked by each Collective member each workweek.

34. Plaintiff on behalf of himself and the prospective Collective seeks injunctive and declaratory relief, unpaid overtime compensation, liquidated, and/or other damages, and attorneys' fees and costs.

35. These overtime claims for violations of the FLSA are brought pursuant to 29 United States Code section 216(b) for all claims asserted by Plaintiff on behalf of himself and the Collective he seeks to represent, because Plaintiff's claims are similar to the claims of the members of the prospective Collective.

36. Plaintiff and the prospective Collective members are similarly situated, have substantially similar job responsibilities, and are subject to Defendant's common practice, policy, or plan of failing to keep accurate records and failing to pay overtime in violation of the FLSA.

37. Plaintiff will fairly and adequately represent and protect the interests of the members of the Collective.

38. Plaintiff has retained counsel competent and experienced in FLSA and employment law litigation.

39. The names and addresses of the putative Collective members are available from Defendant. To the extent required by law, notice will be provided to the prospective Collective members via first class mail and/or by use of techniques in a form of notice that has been used customarily in Collective actions, subject to court approval.

COUNT I
FLSA CLAIMS AGAINST DEFENDANT (UNPAID OVERTIME COMPENSATION)

40. Plaintiff, on behalf of himself and the prospective Collective, alleges and incorporates by reference paragraphs 1 through 39 herein.

41. At all times relevant to this complaint, Defendant has been and continues to be an “employer” engaged in interstate “commerce” and/or in the production of “goods” for “commerce” within the meaning of 29 United States Code section 203(d).

42. At all times relevant to this complaint, Defendant employed Plaintiff and putative Collective members within the definition of 29 United States Code section 203(e)(1).

43. Plaintiff consents to sue in this action pursuant to the FLSA. **(Exhibit A).**

44. The FLSA requires each covered employer such as Defendant to compensate all 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.

45. Plaintiff and the prospective Collective he seeks to represent are not exempt from the right to receive overtime pay under the FLSA.

46. Plaintiff and the prospective Collective he seeks to represent are entitled to be paid overtime compensation for all overtime hours worked.

47. At all times relevant to this complaint, Defendant failed and refused to pay its line maintenance technicians, including Plaintiff and the prospective Collective, overtime premiums for their hours worked in excess of forty (40) hours per week.

48. As a result of Defendant’s failure to compensate its line maintenance technicians, including Plaintiff and the prospective Collective he seeks to represent, at a rate not less than one-and-one-half times the regular rate of pay for work performed in excess of forty (40) hours in a work week, Defendant has violated and continues to violate the FLSA, 29 United States Code sections 201, *et. seq.*, including 29 United States Code sections 207(a)(1) and 215(a).

49. Defendant failed to make, keep, and preserve accurate records with respect to Plaintiff and the prospective Collective he seeks to represent, sufficient to determine the wages,

hours, and other conditions and practices of employment in violation of the FLSA, 29 United States Code sections 201, *et. seq.*, including 29 United States Code sections 211(c) and 215(a).

50. Defendant's conduct as alleged herein constitutes a willful violation of the FLSA within the meaning of 29 United States Code section 255(a), thereby extending the statute of limitations from two years to three years.

51. Through the conduct as alleged herein, Defendant failed to act in good faith with respect to Plaintiff and the Collective that he seeks to represent.

52. Defendant also failed to act in good faith or reliance upon any of the following in formulating its pay practices: (a) the FLSA; (b) Department of Labor Wage & Hour Opinion Letters; (c) the Code of Federal Regulations; and (d) relevant case law.

53. Plaintiff, on behalf of himself and the prospective Collective that he seeks to represent, is entitled to damages in the amount of his respective unpaid overtime compensation, plus an equal amount as liquidated damages as provided by the FLSA, 29 United States Code section 216(b) and other such legal and equitable relief as the Court deems just and proper.

54. Plaintiff, on behalf of himself and the prospective Collective that he seeks to represent, requests recovery of his attorneys' fees and costs associated with his claims as provided by 29 United States Code section 216(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the prospective Collective that he seeks to represent, requests the following relief:

A. Designation of this action as a collective action on behalf of the Plaintiff and the prospective Collective he seeks to represent pursuant to the FLSA and a prompt issuance of notice pursuant to 29 United States Code section 216(b) to all similarly situated members of the FLSA opt-in Collective apprising them of the pendency of this action, permitting them to assert

timely FLSA claims in this action by filing individual consent forms pursuant to 29 United States Code section 216(b);

- B. An award of damages, including liquidated damages, to be paid by Defendant;
- C. Designation of Plaintiff as the Collective representative;
- D. Attorneys' fees and costs; and
- E. Any other relief that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby demands a trial by jury.

Date: July 6, 2017.

Respectfully submitted,

s/ Jill S. Schwartz

Jill S. Schwartz, Esquire

Florida Bar Number: 523021

David H. Spalter, Esquire

Florida Bar Number: 966347

John M. Hunt, Esquire

Florida Bar Number: 91168

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Attorneys for Plaintiff

VERIFICATION

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

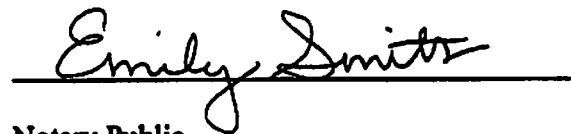
Frederick Steele, being duly sworn, says that I am a Plaintiff in the above lawsuit. I have read the above complaint and the factual statements contained therein and know those statements to be true based upon my knowledge and past employment with Thales Avionics, Inc.


Frederick Steele ("Plaintiff")

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me on this 30 day of June 2017 by Frederick Steele
[] who is personally known to me or [7] who produced drives license
as identification.

(SEAL)



Notary Public

Print Name: Emily Smith

My commission expires: 12/16/20



JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

CIVIL COVER SHEET

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law.

Plaintiff(s):

First Listed Plaintiff:
Frederick Steele ;
County of Residence: Brevard County

Defendant(s):

First Listed Defendant:
Thales Avionics, Inc. ;
County of Residence: Orange County

County Where Claim For Relief Arose: Orange County

Plaintiff's Attorney(s):

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Basis of Jurisdiction: 3. Federal Question (U.S. not a party)

Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: N/A
Defendant: N/A

Origin: 1. Original Proceeding

Nature of Suit: 710 Fair Labor Standards Act

Cause of Action: Violations of the FLSA, 29 U.S.C. section 201, et seq.

Requested in Complaint

Class Action: Not filed as a Class Action
Monetary Demand (in Thousands):
Jury Demand: Yes
Related Cases: Is NOT a refiling of a previously dismissed action

Signature: Jill S. Schwartz

Date: 07/06/17

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Thales Avionics Refuses to Pay for Travel Time, Employee Says](#)
