

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 17-cv-2105

BENJAMIN STONE,
DAYLE MORNINGSTAR, and
LOREE CUTTS,
on their own behalf and on behalf of others similarly situated,

Plaintiffs,

v.

TRI-STATE CAREFLIGHT, LLC,

Defendant.

CLASS ACTION COMPLAINT FOR UNPAID WAGES

Comes now Plaintiffs Benjamin Stone, Dayle Morningstar, and Loree Cutts, on behalf of themselves and all others similarly situated, by and through their counsel of record, who hereby submit their Class Action Complaint for Unpaid Wages, against Defendant Tri-State Careflight LLC (Tri-State).

STATEMENT OF THE CASE

1. Tri-State owned and operated an aerial medical transportation service operating in Colorado, as well in the states of New Mexico and Arizona.
2. Tri-State employed emergency medical technician (EMT) paramedics (“flight paramedics”), registered nurses (“flight nurses”), and pilots at each of their Colorado flight “base” locations, including in Durango, Montrose, and Eagle.
3. This wage-and-hour litigation arises from Tri-State’s former employment of Plaintiffs Benjamin Stone, Dayle Morningstar, and Loree Cutts (collectively “Plaintiffs”), as well

as other similarly-situated flight paramedics and flight nurses.

4. Along with a pilot, the flight nurses and paramedics employed by Tri-State flew in one of Tri-State's helicopters or planes, and provided on-site emergency medical services, treatment, and transportation to critically injured or ill patients who were located in remote locations, or in locations where it was impractical or impossible to use a conventional ground ambulance (*e.g.* mountainous terrain). They also transported patients from smaller, rural hospitals and clinics to larger hospitals, and assisted with large traffic accidents. When they were not assisting and/or transporting patients, Plaintiffs and the other flight nurses and paramedics employed by Tri-State completed clinical educational duties, performed administrative work, and did a variety of chores at Tri-State's flight bases.
5. Tri-State's flight nurses and paramedics were paid on an hourly basis.
6. Tri-State's flight nurses and paramedics, including Plaintiffs, regularly worked more than forty (40) hours per week.
7. Tri-State's flight nurses and paramedics, including Plaintiffs, regularly worked more than twelve (12) hours per workday.
8. Work shifts for Tri-State's flight nurses and paramedics, including Plaintiffs, typically lasted twenty-four (24) or forty-eight (48) straight hours.
9. Work performed by Tri-State's flight nurses and paramedics, including Plaintiffs, was subject to the Colorado Minimum Wages of Workers Act (CMWWA).
10. Tri-State's flight nurses and paramedics, including Plaintiffs, were not eligible for overtime exemptions under the CMWWA, as implemented by the Colorado Minimum

Wage Order, 7 C.C.R. 1103-1.

11. Work performed by Tri-State's flight nurses and paramedics, including Plaintiffs, was subject to the provisions of Colorado Wage Claim Act (CWCA), C.R.S. § 8-4-109 *et seq.*
12. Tri-State's flight nurses and paramedics, including Plaintiffs, were not eligible for overtime exemptions under the CWCA, as implemented by the Colorado Minimum Wage Order, 7 C.C.R. 1103-1.
13. Tri-State's flight nurses and paramedics, including Plaintiffs, were not compensated at one-and-one-half-times their regular rate for all hours they worked in excess of forty (40) in a workweek, or over twelve (12) in a workday, or at one-and-one-half times their regular rate for all hours they worked over twelve (12) without regard to the start or end time of the workday, as required by the Colorado Minimum Wage Order, 7 C.C.R. 1103-1.

14. Rather, Tri-State's overtime pay policy was as follows:

Anything over ninety-six hours (96 hours) [in a two-week pay period] is considered overtime which is paid at 1 1/2 [your regular wage rate]. You will not receive overtime for shift trades, paid personal leave time, and/or any training/clinical shifts that exceed ninety-six hours (96 hours) unless otherwise approved by a supervisor.

(See Ex. 1, attached hereto).

15. Under this overtime policy, Defendant paid Plaintiffs and other flight nurses and paramedics their regular hourly rates (i.e., "straight time") for any overtime hours worked under ninety-six (96) in a two-week time period, rather than the legally required one and one-half times their regular rate of pay for those hours.

16. By failing to pay Plaintiffs and other flight nurses and paramedics the required minimum overtime wages for their work, Tri-State violated the Colorado Minimum Wages of Workers Act, C.R.S. § 8-6-101 *et seq.*, as implemented by the Colorado Minimum Wage Order, 7 C.C.R. 1103-1.

17. By failing to pay Plaintiffs and other flight nurses and paramedics the required minimum overtime wages for their work, Tri-State violated the Colorado Wage Claim Act, C.R.S. § 8-4-109 *et seq.*, because that Act requires employers to pay their employees all earned, vested and determinable wages unpaid at the time of separation from employment.

THE PARTIES

18. Benjamin Stone was employed by Tri-State as a flight paramedic in Colorado, from approximately January 2012 through approximately April 2016.

19. Dayle Morningstar was employed by Tri-State as a flight paramedic in Colorado, from approximately July 2013 to approximately June 2016.

20. Loree Cutts was employed by Tri-State as a flight nurse in Colorado, from approximately December 2014 through approximately March 2016.

21. Defendant Tri-State is an Arizona limited liability company (LLC).

JURISDICTION AND VENUE

22. Plaintiff Stone is a resident of Colorado and is domiciled in Durango, Colorado.

23. Plaintiff Morningstar is a resident of Colorado and is domiciled in Durango, Colorado.

24. Plaintiff Cutts is a resident of Colorado and is domiciled in Grand Junction, Colorado.

25. Defendant Tri-State is an Arizona LLC with all of its members domiciled in Arizona.

26. Defendant Tri-State was an “employer” within the meaning of the CMWWA and the CWCA.

27. Plaintiffs were Tri-State’s “employees” within the meaning of the CMWWA and the CWCA.

28. The amount in controversy exceeds \$75,000 and this Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332.

29. Venue is proper pursuant to 28 U.S.C. § 1391(2). The events or omissions giving rise to Plaintiffs’ claims occurred in Colorado.

CLASS ACTION ALLEGATIONS

30. Plaintiffs assert their claims as a Fed. R. Civ. P. 23(b)(3) class action, on their own behalf and on behalf of two classes for which Plaintiffs seek certification.

31. Pending any modifications necessitated by discovery, Plaintiffs assert their Count I Claims under the Colorado Minimum Wages of Workers Act (CMWWA), on behalf of a class preliminarily defined as follows:

All flight paramedics and flight nurses who were employed by Defendant in Colorado for a work week over 40 hours and/or a work day over 12 hours at any time between September 1, 2014 and June 1, 2016.

32. Pending any modifications necessitated by discovery, Plaintiffs assert their Count II Claims under the Colorado Wage Claim Act (CWCA) on behalf of a class preliminarily defined as follows:

All flight paramedics and flight nurses formerly employed by Defendant in Colorado for a work week over 40 hours and/or a work day over 12 hours at any time between September 1, 2014 and June 1, 2016, and whose employment by Defendant ended on or after September 1, 2014.

33. The named Plaintiffs worked with the other members of the alleged class, and shared common terms and conditions of employment with them. The named Plaintiffs were subjected to the same unlawful overtime pay policy, and thus suffered the same harms, as did the other members of the proposed class. Specifically, Tri-State uniformly denied the named Plaintiffs and all other members of the proposed class overtime pay for the hours they worked over forty (40) per week, but compensated Plaintiffs and all other flight paramedics and flight nurses solely at “straight time” rates for all hours they worked up to ninety-six (96) per two-week pay period. Defendant also denied overtime pay for the hours Plaintiffs and other members of the class worked in excess of twelve (12) in a single workday, or in excess of twelve (12) consecutive hours without regard to the starting and ending time of the workday. 7 CCR 1103-1(4); 1103(6)(d).

34. On information and belief, the proposed class is so numerous that joinder of all members is impracticable. Plaintiffs do not know the precise size of the potential class because that information is within Tri-State’s control. However, Plaintiffs believe and allege that the number of potential class members is in the range of 40 to 50 separate individuals. Membership in the class is readily ascertainable from Tri-State’s employment records.

35. Numerous questions of law and fact regarding Tri-State’s liability are common to the putative class and predominate over any individual issues which may exist, as all claims are based on an overtime policy that was uniformly applied to all flight nurses and flight paramedics. Common questions of law and fact include, for example:

- a. Whether Tri-State failed to pay Plaintiffs and the putative class one and one-half times their regular rate for any hours worked in a two-

week pay period in excess of forty (40) hours but below ninety-six (96) hours;

- b. Whether Tri-State failed to pay Plaintiffs and the putative class one and one-half times their regular rate for any hours worked over twelve (12) in a given workday or over twelve (12) without regard for the starting or ending time of the workday;
- c. Whether Tri-State's overtime policy was a violation of the CWCA, C.R.S. § 8-4-109 *et seq.* as implemented by the Colorado Minimum Wage Order, 7 C.C.R. 1103-1;
- d. Whether Tri-State's overtime policy was a violation of the CMWWA, C.R.S. § 8-6-101 *et seq.*, as implemented by the Colorado Minimum Wage Order, 7 C.C.R. 1103-1; and
- e. Whether Tri-State's violations of the CWCA and the CMWWA were willful.

36. The claims presented by the putative class representatives are typical of those possessed by all members of the proposed class. This is an uncomplicated case of the failure to properly pay overtime wages. The overtime claims at issue arise from Tri-State's policy, which was applicable to Plaintiffs and all members of the proposed class; each member of the proposed class thus suffered the same overtime pay violations that the named Plaintiffs challenge with their claims. Accordingly, if Defendant's failure to pay overtime was unlawful as to the representative Plaintiffs, it was also unlawful as to all members of the proposed class. Conversely, if Defendant's conduct was lawful, it was

also lawful as to all members of the proposed class.

37. Defendant has acted and refused to act on grounds generally applicable to all members of the proposed class. Specifically, the failure to pay overtime is the result of a general policy that was uniformly applicable to all of Tri-State's flight nurses and flight paramedics in Colorado. As such, Tri-State acted on the same grounds with respect to the entire proposed class.

38. The representative parties will fairly and adequately protect the interests of the proposed class. Because all class members were subject to the same violations of law perpetrated by Tri-State, the interests of absent class members are coincident with, and not antagonistic to, those of the named Plaintiffs. The named representatives will also litigate the absent class members' claims fully.

39. The named representatives are represented by counsel experienced in the class action litigation of wage and overtime claims.

40. As set forth in ¶ 35, *supra*, questions of law and fact common to the proposed class predominate over any questions affecting only individual members, and class treatment is superior to other available methods for fairly and efficiently adjudicating the controversy.

41. Plaintiffs are unaware of any members of the putative class who are interested in presenting their claims in a separate action. Plaintiffs are unaware of any litigation concerning this controversy which has already been commenced by any member of the putative class.

42. It is desirable to concentrate this litigation in this forum because all claims arose in this judicial district and doing so serves the interests of justice and efficiency.

43. There are not likely to be difficulties in managing the proposed class. The contours of the proposed class will be easily defined by reference to the payroll documents that Defendant was legally required to create and maintain. *See* 7 CCR 1103-1 at 12; 29 C.F.R. § 516.2. Notice will be easily distributed because all members of the proposed class were recently employed by Tri-State and Tri-State was required to create and maintain records containing the mailing addresses of each class member. *See id.*

COUNT I –VIOLATION OF THE COLORADO MINIMUM WAGES OF WORKERS ACT, C.R.S. 8-6-101, et seq., AS IMPLEMENTED BY THE COLORADO MINIMUM WAGE ORDER, 7 C.C.R. 1103-1

44. Plaintiffs re-allege and incorporate by reference the allegations contained in ¶¶ 1-43, *supra*, as if fully set forth herein.

45. As set forth in ¶ 31 above, all named Plaintiffs assert this claim against Tri-State on behalf of a class of:

All flight paramedics and flight nurses who were employed by Defendant in Colorado for a work week over 40 hours and/or a work day over 12 hours at any time between September 1, 2014 and June 1, 2016.

46. Tri-State was an “employer,” as that term is defined by the Colorado Minimum Wage Order (“Wage Order”), because it employed Plaintiffs in the state of Colorado. 7 C.C.R. 1103-1(2).

47. Plaintiffs were Tri-State’s “employees,” as that term is defined by the Wage Order, because Plaintiffs performed labor or services in Colorado for the benefit of Defendant, and Defendant commanded when, where, and how such labor or services would be performed. 7 C.C.R. 1103-1(2).

48. Since at least 2006, Tri-State was in the “Health and Medical” industry, as that term is

defined by Colorado Minimum Wage Order, 7 CCR 1103-1(2)(D).

49. Tri-State employed Plaintiffs in an industry regulated by the Wage Order, 7 CCR 1103-1(2)(D).

50. Tri-State was required to pay Plaintiffs overtime wages (i.e., a time-and-a-half rate) for any hours Plaintiffs worked in excess of forty (40) in each workweek. *See* 7 CCR 1103-1(4); 1103(6)(d).

51. Defendant failed to pay Plaintiffs overtime wages for any hours they worked in excess of forty (40) in each workweek, paying an overtime premium only for any hours that exceeded ninety-six (96) in a given two-week pay period.

52. Because Tri-State was required to pay overtime wages for any hours worked in excess of forty (40) each workweek, but failed to do so, Defendant was not eligible for the “Medical Transportation Industry” overtime exemption provided at 7 CCR 1103-1(6)(d). *See id.* (emphasis added) (“[E]mployees of the medical transportation industry who are scheduled to work twenty-four (24) hour shifts[] are exempt from the twelve (12) hour overtime requirement *provided they receive overtime wages for hours worked in excess of forty (40) hours per work week.*”).

53. Tri-State was required to pay Plaintiffs overtime wages for any hours they worked over twelve (12) in a single workday. 7 CCR 1103-1(4); 1103(6)(d).

54. Tri-State was required to pay Plaintiffs overtime wages for any hours they worked in excess of twelve (12) consecutive hours without regard to the starting and ending time of the workday. 7 CCR 1103-1(4); 1103(6)(d).

55. Tri-State violated the CMWWA as implemented by the Wage Order when it failed to pay Plaintiffs overtime wages for any hours they worked over twelve (12) in each given work day. 7 CCR 1103-1(4).
56. Tri-State violated the CMWWA as implemented by the Wage Order when it failed to pay Plaintiffs overtime wages for any hours they worked in excess of twelve (12) consecutive hours without regard to the starting and ending time of the workday. 7 CCR 1103-1(4).
57. Tri-State's violations of the CMWWA were willful. As a company operating in Colorado, Defendant was or should have been aware that Plaintiffs were performing work that required payment of overtime compensation. *See* 7 CCR 1103-1(4); 1103(6)(d).
58. As a result of Tri-State's violations of law, Plaintiffs suffered lost wages and lost use of those wages in an amount to be determined at trial.
59. Plaintiffs are entitled to recover in this civil action the unpaid balance of the full amount of overtime wages they are owed, together with reasonable attorney fees and court costs. C.R.S. § 8-6-118; 7 C.C.R. 1103-1(18).

**COUNT II – VIOLATION OF THE COLORADO WAGE CLAIM ACT (CWCA),
C.R.S. § 8-4-109 *et seq.*, AS IMPLEMENTED BY THE
COLORADO WAGE ORDER (7 CCR 1103-1)**

60. Plaintiffs reallege and incorporate by reference the allegations contained in ¶¶ 1-43, *supra*, as if fully set forth herein.
61. As set forth in ¶ 32 *supra*, this Count is asserted by all named Plaintiffs on behalf of a class of:

All flight paramedics and flight nurses formerly employed by Defendant in

Colorado for a work week over 40 hours and/or a work day over 12 hours at any time between September 1, 2014 and June 1, 2016; and whose employment by Defendant ended on or after September 1, 2014.

62. Plaintiffs were Tri-State's "employees" as that term is defined by the Wage Order because they performed labor or services for the benefit of Defendant in which Defendant commanded when, where, and how such labor or services would be performed. 7 C.C.R. 1103-1(2).
63. Tri-State was an "employer" as that term is defined by the Colorado Minimum Wage Order ("Wage Order"), because it employed Plaintiffs and other flight paramedics and nurses in the state of Colorado. 7 C.C.R. 1103-1(2).
64. Tri-State was in the "Health and Medical" industry, as that term is defined by Colorado Minimum Wage Order, 7 CCR 1103-1(2)(D).
65. Tri-State employed Plaintiffs in an industry regulated by the Wage Order, 7 CCR 1103-1(2)(D).
66. Tri-State was required to pay Plaintiffs overtime wages for any hours they worked over forty (40) in each workweek. 7 CCR 1103-1(4); 1103(6)(d).
67. Tri-State was required to pay Plaintiffs overtime wages for any hours they worked over twelve (12) in a single workday. 7 CCR 1103-1(4); 1103(6)(d).
68. Tri-State was required to pay Plaintiffs overtime wages for any hours worked in excess of twelve (12) consecutive hours without regard to the starting and ending time of the workday. 7 CCR 1103-1(4).

69. Because Tri-State was required to pay overtime wages for any hours Plaintiffs worked over forty, but failed to do so, it was not eligible to claim the overtime exemption provided at 7 CCR 1103-1(6)(d).

70. Because Tri-State was required to pay overtime wages for any hours Plaintiffs worked over forty (40), and failed to do so, it violated the CWCA.

71. Defendant failed to pay Plaintiffs required overtime wages pursuant to its overtime policy, which paid overtime premiums only for any hours exceeding ninety-six (96) in a two-week pay period.

72. The overtime wages Defendant denied Plaintiffs constitute earned wages or other compensation owed to the Plaintiffs. C.R.S. § 8-4-109.

73. Tri-State's violations the CWCA were willful. As a company operating in the state of Colorado, Defendant was or should have been aware that Plaintiffs were performing work that required payment of overtime compensation. *See* 7 CCR 1103-1(4); 1103(6)(d).

74. As a result of Tri-State's violations of law, Plaintiffs have suffered lost wages and lost use of those wages in an amount to be determined at trial.

75. Plaintiffs are entitled to recover in a civil action the unpaid balance of the full amount of the wages owed to them, as well as any statutory penalties due, and any reasonable costs or attorneys fees due. C.R.S. § 8-4-109; C.R.S. § 8-4-110; 7 C.C.R. 1103-1(18).

COUNT III – UNCOMPENSATED TIME

76. Plaintiffs reallege and incorporate by reference the allegations contained in ¶¶ 1–29, *supra*, as if fully set forth herein.

77. This Count is asserted solely by Plaintiff Cutts.

78. Plaintiff Cutts alleges that she was required to travel significant distances by Tri-State, to complete mandatory orientations or to cover for other flight nurses, but was never compensated for this travel time. Specifically, she alleges that, in approximately January 2015, she was required to travel to Bullhead, Arizona for a mandatory orientation (a total of approximately 1336 round-trip miles); twice, in approximately February 2015, she was required to travel to Tri-State's base in Durango, Colorado (from Tri-State's base in Montrose, Colorado), to cover for another flight nurse (a total of approximately 428 round-trip miles); in approximately March 2015, she was required to travel to Tri-State's base in Durango, Colorado (from Tri-State's base in Montrose, Colorado), for a required training (a total of approximately 214 round-trip miles); and in approximately May 2015, she was required to drive from Durango, Colorado to Tri-State's facility in Bernallilo, New Mexico (a total of approximately 400 round-trip miles). In total, she alleges that she spent 39.5 hours in required travel from and to Tri-State's flight bases and was not compensated for any of this required travel time.

79. Cutts used her own personal vehicle in making these trips and was not reimbursed by Tri-State for her mileage, which totaled approximately 2378 miles.

80. In 2015, the Internal Revenue Service's mileage reimbursement rate was \$.575 per mile.

81. The wages Defendant denied Plaintiff Cutts for her mandatory travel time constitute earned minimum wages or other compensation owed to her. C.R.S. § 8-4-109; 7 C.C.R. 1103-1(2) ("all travel time spent at the control or direction of an employer, excluding normal home to work travel, shall be considered as time worked."); 7 C.C.R. 1103-1(3).

82. As a result of Tri-State's violations of law, Plaintiff Cutts has suffered lost wages and lost use of those wages in an amount to be determined at trial.

83. Plaintiff Cutts is entitled to recover in a civil action the unpaid balance of the full amount of the wages owed to her for mandatory travel time, as well as any statutory penalties due, and any reasonable costs or attorneys fees due. C.R.S. § 8-4-109; C.R.S. § 8-4-110; 7 C.C.R. 1103-1(18).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray and seek an Order from the Court:

1. Certifying this action as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of each of the Rule 23 sub-classes;
2. Appointing Plaintiffs as Class Representatives and appointing their counsel as Class Counsel;
3. Awarding recovery of the unpaid balance of the full amount of overtime wages they are owed pursuant to 7 CCR 1103-1.
4. Awarding any penalties due pursuant to Colo. Rev. Stat. § 8-4-109(c).
5. Awarding reasonable attorney fees and court costs pursuant to C.R.S. §§ 8-4-110; 8-6-118; and 7 C.C.R. 1103-1(18).
6. Awarding such other and further relief as may be necessary and appropriate.

DATED: September 1, 2017

Respectfully submitted,

THE KELMAN BUESCHER FIRM
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EXHIBIT 1



2000 Hwy 95, Ste. 210
Bullhead City, AZ 86442

(928) 704-7025
Fax 704-7026

Offer of Employment

Via Electronic on December 21, 2011

Dear Mr. Ben Stone,

Pursuant to your experience and personal interviews, we believe that you would be an asset to TriState CareFlight (“CareFlight”). On behalf of the company, I am pleased to offer you the position of a flight paramedic for CF15 Base located in Eagle, Colorad. This position reports to the clinical base manager and then to the Medical Program Director.

General terms of employment with respect to this position have been attached to this offer letter, under the job description document sent electronic in the same e-mail dated December 21, 2011. If you agree to accept the position, a Confidentiality Agreement will be sent to you with your employment documents for your review, agreement and signature. Once received, please carefully review the agreement, sign and date one copy and return the original signed copies to my attention at the address on this letterhead. Your orientation date will be January 9, 2012 please contact me with any questions you may have regarding this offer letter.

You will be paid a starting hourly rate of \$17.30, less applicable tax and other withholdings. You will be paid bi-weekly in accordance with the company’s normal payroll procedure. This position is nonexempt position, which means you are paid by the hour and are available to receive overtime benefits. Anything over ninety-six hours(96 hours) is considered overtime which is paid at 1 ½, you will not receive overtime for shift trades, paid personal leave time, and/or any training/clinical shifts that exceed ninety-six hours(96 hours) unless otherwise approved by a supervisor. Bonuses will be given on an annual basis at the end of the calendar year. The amount of the bonuses will depend upon work performance and the company’s financial performance in that given year.

CareFlight has a comprehensive benefits package. You will be eligible to participate in various company fringe benefit plans, including group health insurance and 401(k) in accordance with the company’s benefit plan requirements. The highlights of the benefits package are as follows with the details to be set forth in the Employment Agreement:

- **Medical Insurance:** Currently, CareFlight will pay 100% of your insurance premiums with respect to medical, dental and vision. Company plans payable by you are available for your spouse or family.
- **Disability Insurance:** CareFlight will pay for short and long term disability insurance if required while employed with the company. The company also complies with all of the state and federal requirements for FMLA and workers’ compensation.



- **Life Insurance:** The Company will pay for \$100,000.00 of life insurance, giving you the option to purchase up to \$500,000.00 of additional life insurance and the premiums may be payroll deducted.
- **401(k):** You may invest in the company's 401(k) plan which begins to vest incrementally after the second year and fully vests at the sixth year. The company currently matches 50% up to the first 8% of contributions after appropriate funding has been made by employee.
- **Paid Time Off:** CareFlight has paid time off ("PTO") for all of its employees which include vacation, sick and personal time.

Your employment with CareFlight is "at will." This means it is for no specified term and may be terminated by you or the company at any time, with or without cause or advance notice. You will be required to provide CareFlight with documents establishing your identity and right to work in the United States. Those documents must be provided to the company within three business days of your employment start date.

We hope you accept this position and we look forward to you becoming part of the team at CareFlight.

Sincerely,
Lindsey Ward
(Print Equivalent to Signature)

JS 44 (Rev 06/17) District of Colorado Form

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)

<p>I. (a) PLAINTIFFS Benjamin Stone, Dayle Morningstar, and Loree Cutts</p> <p>(b) County of Residence of First Listed Plaintiff <u>Durango, Colorado</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name Address and Telephone Number)</i> The Kelman Buescher Firm 600 Grant St, Ste 450, Denver, CO 80211 303-333-7751</p>	<p>DEFENDANTS Tri-State Careflight, LLC</p> <p>County of Residence of First Listed Defendant <u>Phoenix, Arizona</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an X in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff ' 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant ' 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an X in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTT</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTT</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>1 Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>2 Incorporated or Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>3 Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		PTT	DEF		PTT	DEF	Citizen of This State	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/>	<input type="checkbox"/>	Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	2 Incorporated or Principal Place of Business In Another State	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	3 Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>
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IV. NATURE OF SUIT *(Place an X in One Box Only)* Click here for [Nature of Suit Code Descriptions](#)

CONTRACTS	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 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	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 LABOR <input 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 checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	422 Appeal 28 USC 158 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 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 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	IMMIGRATION	
<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	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN *(Place an X in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(Specify)* 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)* 28 U.S.C. § 1332

Brief description of cause AP Docket Wage-and-hour class action under CO state law

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ exceeds \$75k CHECK YES only if demanded in complaint JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions)* JUDGE _____ DOCKET NUMBER _____

DATE September 1, 2017 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Tri-State Careflight Owes Flight Nurses, Paramedics Unpaid OT](#)
