

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

TERRICK SULLIVAN, *on behalf of  
himself and others similarly situated,*

Plaintiffs,

v.

COURIER CONNECTION, INC. AND  
JOHN F. LAUTH,

Defendants.

CIVIL ACTION NO.

JURY TRIAL DEMANDED

**COMPLAINT**

Named Plaintiff Terrick Sullivan, by and through undersigned counsel, brings this action on behalf of himself and others similarly situated against Courier Connection, Inc., (“Courier Connection”) and John F. Lauth (“Lauth”) (collectively “Defendants”) and states and alleges as follows:

**NATURE OF THE ACTION**

1. This is a collective action brought under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, (“FLSA”), alleging that Defendants fail to pay Named Plaintiff and others similarly situated at the federally-mandated overtime premium rate for hours worked over 40 per workweek.

2. Named Plaintiff Sullivan files this collective action on behalf of himself

and other similarly-situated local delivery drivers employed by Defendants in and around Atlanta, Georgia within the last three years preceding the filing of this Complaint.

### **PARTIES**

3. Defendant Courier Connection is a Georgia corporation with its principle office located at 4151 Ashford Dunwoody Road, Suite 260 Atlanta, Georgia 30319, according to the Georgia Secretary of State.

4. Courier Connection may be served through its registered agent, Duane Kasmarik, 4151 Ashford Dunwoody Road, Suite 260 Atlanta, Georgia 30319.

5. Defendant Lauth is the Chief Financial Officer, Secretary, and Chief Economic Officer of Defendant Courier Connection.

6. Defendant Lauth is an individual who may be served wherever he may be found.

7. Named Plaintiff and others similarly situated worked for Defendants as local delivery drivers in and around Atlanta, Georgia within the three years preceding the filing of this lawsuit.

8. Named Plaintiff consented in writing to join this action pursuant to 29 U.S.C. § 216(b). (*See Exhibit 1.*)

9. Other similarly situated individuals are interested in joining this action.

10. For example, Opt-in Plaintiff Levante Watkins (“Opt-in Plaintiff Watkins”), Opt-in Plaintiff Darshell Rivers (“Opt-in Plaintiff Rivers”), and Opt-in Plaintiff Henri Walton, Jr. (“Opt-in Plaintiff Walton”) filed consent forms to join this lawsuit (Named Plaintiff and Opt-in Plaintiffs collectively “Plaintiffs”). (*See* Exhibits 2, 3 and 4.)

### **JURISDICTION AND VENUE**

11. The Court exercises jurisdiction over Plaintiffs’ claims pursuant to 28 U.S.C. § 1331 because the claims raise questions of federal law.

12. Venue is proper pursuant to 28 U.S.C. § 1391(b) and Local Rule 3.1 because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in the Atlanta Division of the Northern District of Georgia.

### **FACTUAL ALLEGATIONS SHOWING THAT DEFENDANTS ARE JOINT EMPLOYERS**

13. Defendants are employers within the meaning of the FLSA, 29 U.S.C. § 203(d).

14. Courier Connection engages in commerce and employs two or more individuals who work on goods or materials that have been moved in or produced for interstate commerce.

15. Courier Connection provides its employees with cellular phones manufactured outside the state of Georgia that employees use while performing their job duties.

16. Courier connection provides its local delivery drivers company cargo vans which are manufactured outside the state of Georgia and used by its employees while performing their job duties.

17. Courier Connection's employees use the phone and internet to communicate across state lines while performing their job duties.

18. Courier Connection's gross annual sales or business done exceeds \$500,000.

19. Courier Connection employed Plaintiffs.

20. Courier Connection had the authority to set the employment policies applicable to Plaintiffs.

21. Courier Connection had the authority to modify the employment practices applicable to Plaintiffs.

22. Courier Connection had the authority to set the compensation practices applicable to Plaintiffs.

23. Courier Connection had the authority to change the compensation practices applicable to Plaintiffs.

24. Courier Connection had the authority to hire and fire Plaintiffs.

25. Defendant Lauth is the Secretary, Chief Economic Officer and Chief Financial Officer of Courier Connection.

26. Lauth exercises operational control over Courier Connection.

27. Lauth determines the compensation practices applicable to Courier Connection employees, including Plaintiffs.

28. Lauth has the authority to modify the compensation practices applicable to Courier Connection employees, including Plaintiffs.

29. Lauth has the authority to determine the employment policies and to modify the employment policies applicable to Courier Connection employees, including Plaintiffs.

30. Lauth has the authority to hire and fire Courier Connection employees, including Plaintiffs.

31. Lauth employed Plaintiffs.

32. Lauth and Courier Connection jointly employed Plaintiffs.

**FACTUAL ALLEGATIONS IN SUPPORT OF  
PLAINTIFFS' CLAIMS**

33. Defendants employ local delivery drivers who drive company-owned cargo vans and make deliveries of packages to residential and business locations in and around Atlanta, Georgia (“Local Delivery Drivers”).

34. The company-owned cargo vans driven by Local Delivery Drivers to make deliveries have a gross vehicle safety rating of less than 10,000 pounds.

35. Defendants employed Plaintiffs and others similarly situated as Local Delivery Drivers.

36. Defendants pay Local Delivery Drivers a flat rate per day.

37. For example, Defendants paid Named Plaintiff Sullivan \$141 per day.

38. Defendants paid Opt-in Plaintiff Rivers \$141 per day.

39. Local Delivery Drivers are typically scheduled to work 4 to 6 days per week.

40. For example, Named Plaintiff Sullivan often worked 5-6 days per week.

41. Opt-in Plaintiff Watkins typically worked 5-6 days per week.

42. Opt-in Plaintiff Rivers typically worked 4 days per week.

43. Local Delivery Drivers are typically scheduled to deliver packages 10 hours per day.

44. For example, Local Delivery Drivers are scheduled to make deliveries between the hours of 8:30 a.m. and 6:30 p.m.

45. Local Delivery Drivers typically work more than 40 hours per week.

46. When Local Delivery Drivers, such as Plaintiffs Watkins and Sullivan, are scheduled to work more than 4 days per week, their scheduled hours necessarily exceed 40 per week because each shift is 10 hours long.

47. Even when Local Delivery Drivers are only scheduled to work 4 days per week, they typically work more than 40 hours per week.

48. For example, Local Delivery Drivers are required to report to a central warehouse location each morning before making deliveries.

49. Local Delivery Drivers must report to the central warehouse between 7:30 a.m. and 8:00 a.m.

50. Local Delivery Drivers must meet at the warehouse between 7:30 a.m. and 8:00 a.m. to pick up the company van, load the van with packages to be delivered, attend morning meetings, receive instructions from their managers, and receive their daily delivery routes.

51. Furthermore, even when Local Delivery Drivers complete their daily deliveries by 6:30 p.m., Local Delivery Drivers must continue working.

52. For example, on many occasions when Local Delivery Drivers complete their daily deliveries, Defendants require Local Delivery Drivers to make deliveries for other Local Delivery Drivers.

53. For example, on certain occasions when Named Plaintiff Sullivan completed his daily deliveries by 6:30 p.m., Defendants required him to load another Local Delivery Driver's packages onto his van and continue delivering packages.

54. By way of further example, even when Local Delivery Drivers complete their daily deliveries by 6:30 p.m., Local Delivery Drivers must stop and refuel the company van before returning to the warehouse.

55. After refueling the company van, Local Delivery Drivers must return to the warehouse.

56. After returning to the warehouse, Local Delivery Drivers must unload any undeliverable packages from the vans.

57. After returning to the warehouse, Local Delivery Drivers must notify their managers of any undeliverable packages.

58. After returning to the warehouse, Local Delivery Drivers must clean out the company vans.

59. In addition, Local Delivery Drivers are often unable to complete their daily deliveries by 6:30 p.m.

60. For example, Local Delivery Drivers are often ready to commence delivering packages in the mornings when they arrive at the central warehouse, but the packages are not ready to be loaded into the vans.



61. Local Delivery Drivers are often unable to start making deliveries until approximately 9:30 a.m.

62. Local Delivery Drivers are often unable to deliver a package on the first attempt, requiring Local Delivery Drivers to go back to the customer's location a second time.

63. Local Delivery Drivers often get stuck in traffic and are unable to complete their deliveries until after 6:30 p.m.

64. Consequently, Local Delivery Drivers often work more than 40 hours per week, even when they are only scheduled to work 4 days per week, 10 hours per day.

65. Defendants know that Local Delivery Drivers work more than 40 hours per workweek.

66. For example, Local Delivery Drivers write down the time they arrive at the warehouse each morning and the time they return to the warehouse each evening.

67. However, Defendants fail to pay Local Delivery Drivers 1.5 times their regular rate of pay for all hours worked over 40 per week.

68. Defendants pay Local Delivery Drivers the same flat rate regardless of the number of hours worked by Local Delivery Drivers.

69. Defendants pay Local Delivery Drivers the same flat rate regardless of the number of packages delivered by Delivery Drivers.

70. Defendants' practice of not paying Local Delivery Drivers 1.5 times their regular rate of pay for all hours worked over 40 per workweek violates the FLSA.

71. Defendants do not keep accurate time records of the hours worked by Local Delivery Drivers.

72. For example, Defendants do not permit Local Delivery Drivers to record the hours they spend working at the warehouse unloading Defendants' vans, cleaning Defendants' vans, and processing undeliverable packages.

**COUNT 1: WILLFUL FAILURE TO COMPENSATE PLAINTIFFS AT THE REQUIRED OVERTIME PREMIUM RATE**

73. Local Delivery Drivers work more than 40 hours per week.

74. However, Defendants fail to compensate Local Delivery Drivers for all hours worked over 40 per week at 1.5 times Local Delivery Drivers' regular rate of pay.

75. Defendants know or should know that Local Delivery Drivers work more than 40 hours per week.

76. By failing to compensate Local Delivery Drivers at 1.5 times their regular rate of pay for all hours worked over 40 per week, Defendants violated, and continue to violate, Local Delivery Drivers' rights under the FLSA.

77. Defendants' violation of the FLSA's overtime provisions is willful.

78. Defendants fail to use reasonable efforts to determine whether Local Delivery Drivers are paid at the correct rate for their overtime hours as mandated by the FLSA.

79. Defendants know Local Delivery Drivers work more than 40 hours per week.

80. Defendants know that Local Delivery Drivers are not exempt from the overtime provisions of the FLSA.

81. However, Defendants choose not to pay Local Delivery Drivers 1.5 times their regular rate of pay for all overtime hours worked in a workweek.

82. Pursuant to 29 U.S.C. § 216(b), Defendants are liable to Local Delivery Drivers for unpaid overtime wages, liquidated damages, attorney fees and costs.

83. Defendants' violation of the FLSA demonstrates a reckless disregard for Local Delivery Drivers' rights under federal law.

## **DEMAND FOR JUDGMENT**

Plaintiffs request that the Court:

- (a) Declare that Defendants' actions, policies, and practices complained of herein violate the rights of Plaintiffs as secured by federal law;
- (b) Enter judgment against Defendants that their violations of the FLSA were willful;
- (c) Enter judgment that Defendants are jointly and severally liable for their violations of the FLSA;
- (d) Award all unpaid wages;
- (e) Award liquidated damages in an amount equal to Plaintiffs' unpaid wages;
- (f) Award reasonable attorney fees, costs, and expenses; and
- (g) Award all other relief to which Plaintiffs may be entitled.

**DEMAND FOR TRIAL BY JURY**

Pursuant to Fed. R. Civ. P. 38, Plaintiffs demand a trial by jury.

Respectfully submitted: November 20, 2017.

POOLE HUFFMAN LLC  
315 W. Ponce de Leon Ave., Suite 344  
Decatur, Georgia 30030  
Telephone: (404) 855-3002  
Facsimile: (888) 709-5723  
dustin@poolehuffman.com  
john@poolehuffman.com

*s/Dustin L. Crawford*

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Dustin L. Crawford  
Georgia Bar No. 758916  
John L. Mays  
Georgia Bar No. 986574

Counsel for Plaintiffs

**CONSENT TO BE PARTY PLAINTIFF**

I worked as a Delivery Driver for Courier Connection, Inc. and John F. Lauth in Atlanta, Georgia within the last three years.

I consent to be a party plaintiff in a lawsuit against my employers, Courier Connection, Inc. and John F. Lauth ("Defendants"), and to assert any claims I may have under the Fair Labor Standards Act (for unpaid overtime premiums, liquidated damages, attorney's fees, costs, and any other relief) against the Defendants in that lawsuit.

I authorize Plaintiffs' counsel, POOLE HUFFMAN, LLC, and their successors and assigns, to represent me in this action. By signing and returning this consent form, I understand that, if accepted for representation, I will be represented by POOLE HUFFMAN LLC without prepayment of costs or attorney's fees. If Plaintiffs are successful in this lawsuit, I agree that Plaintiffs' counsel shall receive the greater of either 40% of my gross settlement or judgment amount or the actual fees of Plaintiffs' counsel incurred at their hourly rates. I also understand that Plaintiffs' counsel will deduct costs advanced on my behalf from my portion of any settlement or judgment and may petition the Court for an award of fees and costs to be paid by Defendants on my behalf.

Date: 10/21/2017

Your Name: terricksullivan

Signature: terricksullivan

*(Information below to be redacted before filing)*

Mailing Address: [REDACTED]

Email Address: [REDACTED]

Phone Number: [REDACTED]

Signature: [Handwritten Signature]

Email: [REDACTED]

**CONSENT TO BE PARTY PLAINTIFF**

I worked as a Delivery Driver for Courier Connection, Inc. and John F. Lauth in Atlanta, Georgia within the last three years.

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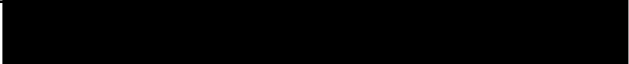
Date: 10/26/2017

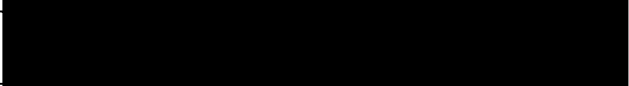
Your Name: LeVante Watkins

Signature: LeVante Watkins

*(Information below to be redacted before filing)*

Mailing Address: 

Email Address: 

Phone Number: 

Signature:   
LEVANTE WATKINS, LLC, INC.

Email: 

**CONSENT TO BE PARTY PLAINTIFF**

I worked as a Delivery Driver for Courier Connection, Inc. and John F. Lauth in Atlanta, Georgia within the last three years.

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Date: Oct 26, 2017

Your Name: Darshell Rivers

Signature: Darshell Rivers

*(Information below to be redacted before filing)*

Mailing Address: [Redacted]

Email Address: [Redacted]

Phone Number: [Redacted]

Signature:   
Darshell Rivers, LLC

Email: [Redacted]



### CONSENT TO BE PARTY PLAINTIFF

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Date: Oct 31, 2017

Your Name: Henri Walton Jr

Signature: Henri Walton Jr

*(Information below to be redacted before filing)*

Mailing Address: [REDACTED]

Email Address: [REDACTED]

Phone Number: [REDACTED]

Signature:   
Henri Walton Jr

Email: [REDACTED]

JS44 (Rev. 6/16 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><b>I. (a) PLAINTIFF(S)</b> TERRICK SULLIVAN, on behalf of himself and others similarly situated</p>	<p><b>DEFENDANT(S)</b> COURIER CONNECTION, INC. AND JOHN F. LAUTH</p>
<p><b>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF</b> <u>Douglas</u> <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small></p>	<p><b>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT</b> _____ <small>(IN U.S. PLAINTIFF CASES ONLY)</small></p> <p><small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small></p>
<p><b>(c) ATTORNEYS</b> <small>(FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)</small>  Dustin L. Crawford; John L. Mays 315 W. Ponce de Leon Ave, Suite 344 Decatur, Georgia 30030 Phone: (404) 373-4008 dustin@poolehuffman.com; john@poolehuffman.com</p>	<p><b>ATTORNEYS</b> <small>(IF KNOWN)</small></p>

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

This is a collective action brought under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., ("FLSA"), alleging that Defendants fail to pay Named Plaintiff and others similarly situated at the federally-mandated overtime premium rate.

**(IF COMPLEX, CHECK REASON BELOW)**

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

**CONTINUED ON REVERSE**

<small>FOR OFFICE USE ONLY</small>	<small>RECEIPT #</small> _____	<small>AMOUNT \$</small> _____	<small>APPLYING OFF</small> _____	<small>MAG. JUDGE (IF)</small> _____
<small>JUDGE</small> _____	<small>MAG. JUDGE</small> _____	<small>NATURE OF SUIT</small> _____	<small>CAUSE OF ACTION</small> _____	

**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 VETERANS' 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 FORFELOSURE
- 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**

- 310 OTHER CIVIL RIGHTS
- 411 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ACCOMMODATIONS
- 444 WELFARE
- 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**

- 465 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 CONDITIONS(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

**PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK**

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITIONS(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 ENPL. RET. INC. SECURITY ACT

**PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK**

- 820 COPYRIGHTS
- 840 TRADEMARK

**PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK**

- 830 PATENT

**SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK**

- 861 HIA (1395(f))
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSDI 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/CC 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 - "0" 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 PROSE 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

11/14/2017  
DATE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Delivery Driver Claims Courier Connection Failed to Pay Overtime Wages](#)

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