

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF OKLAHOMA  
OKLAHOMA CITY DIVISION**

**TOMMY WHITLOW, individually and  
on behalf of all others similarly situated**

**Plaintiff,**

**v.**

**CRESCENT CONSULTING, LLC.,**

**Defendant.**

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**Docket No. CIV-16-1330-R**

**JURY TRIAL DEMANDED**

**CLASS/COLLECTIVE ACTION  
PURSUANT TO 29 U.S.C. § 216(b)/  
FED. R. CIV. P. 23**

**CLASS AND COLLECTIVE ACTION COMPLAINT**

**I. SUMMARY**

1. Tommy Whitlow (“Whitlow” or “Plaintiff”) brings this lawsuit to recover unpaid overtime wages and other damages from Crescent Consulting, LLC (“Crescent Consulting” or “Defendant”) under the Fair Labor Standards Act (“FLSA”) and the Oklahoma Minimum Wage Act (“OMWA”), Oklahoma Stat. tit. 40, §§ 165.2, 165.3.

2. Crescent Consulting is an oil and gas exploration and production company operating worldwide and throughout the United States, including in Texas and Oklahoma. To do so, Crescent Consulting employs oilfield personnel to carry out its work. In this regard, Plaintiff and the other workers like him were typically scheduled for 12 hour shifts, 7 days a week, for weeks at a time. But these workers never received overtime for hours worked in excess of 40 hours in a single workweek. Instead of paying overtime as required by the FLSA and the OMWA, Defendant paid these workers a daily rate with no overtime pay and improperly classified them as independent contractors. This collective action seeks to recover the unpaid overtime wages and other damages owed to these workers.

**II. JURISDICTION AND VENUE**

3. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331

because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

4. The Court has federal jurisdiction over this action pursuant to the jurisdictional provisions of the Class Action Fairness Act, 28 U.S.C. §1332(d). The Court also has supplemental jurisdiction over any state law sub-class pursuant to 28 U.S.C. §1367.

5. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this District.

### III. THE PARTIES

6. From approximately January 2012 until October 2014, Plaintiff Tommy Whitlow worked exclusively for Crescent Consulting as an oilfield contractor and/or consultant. Throughout his employment with Crescent Consulting, he was paid a day-rate with no overtime compensation and was classified as an independent contractor. His consent to be a party plaintiff is attached as Exhibit 1.

7. Plaintiff brings this action on behalf of himself and all other similarly situated workers who were classified as independent contractors and paid through Crescent Consulting's day-rate system. Crescent Consulting paid each of these workers a flat amount for each day worked and failed to pay them overtime for all hours that they worked in excess of 40 hours in a workweek in accordance with the FLSA and the OMWA. The class of similarly situated employees or potential class members sought to be certified is defined as follows:

**ALL CURRENT AND FORMER OILFIELD WORKERS THAT WORKED FOR CRESCENT CONSULTING LLC DURING THE PAST THREE (3) YEARS WHO WERE CLASSIFIED AS INDEPENDENT CONTRACTORS AND PAID A DAY-RATE.** ("Putative Class Members").

8. Plaintiff seeks conditional certification is such a class under 29 U.S.C. § 216(b).

9. Plaintiff also seeks class certification of such a class under FED. R. CIV. P. 23 under the OMWA.

10. Defendant, **Crescent Consulting, LLC**, may be served by serving its registered agent for service of process, **Capitol Corporate Services, Inc., 206 E. 9<sup>th</sup> Street, Suite 1300, Austin, Texas 78701.**

#### **IV. COVERAGE UNDER THE FLSA**

11. At all times hereinafter mentioned, Defendant has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

12. At all times hereinafter mentioned, Defendant has been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

13. At all times hereinafter mentioned, Defendant has been part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that said enterprise has had and has an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level which are separately stated).

14. At all times hereinafter mentioned, Plaintiff and the Putative Class Members were engaged in commerce or in the production of goods for commerce.

15. As will be shown through this litigation, Crescent Consulting treated Plaintiff and the Putative Class Members as employees and uniformly dictated the pay practices Plaintiff and its other employees (including its so-called “independent contractors”) were subjected to.

16. Crescent Consulting’s misclassification of Plaintiff as an independent contractor does not alter its status as an employer for purposes of this FLSA collective action.

## V. FACTS

17. Crescent Consulting is an oil and gas services company operating throughout the United States, including in Texas and Oklahoma.<sup>1</sup> In order to provide services to many of its customers, Crescent Consulting employs oilfield personnel to carry out its work.

18. Many of these individuals worked for Crescent Consulting performing the same or substantially similar job duties as Plaintiff who are/were misclassified by Crescent Consulting as so-called independent contractors in connection with Crescent Consulting's oilfield operations. While exact job titles and job duties may differ, these employees are subjected to the same or similar illegal pay practices for similar work. Specifically, Crescent Consulting classified the Putative Class Members as independent contractors and paid them a flat sum for each day worked, regardless of the number of hours that they worked that day (or in that workweek) and failed to provide them with overtime pay for hours that they worked in excess of 40 hours in a workweek.

19. For example, Plaintiff Tommy Whitlow worked exclusively for Crescent Consulting from approximately January 2012 until October 2014 as a consultant. Throughout his employment with Crescent Consulting, he was classified as an independent contractor and paid on a day-rate basis.

20. Crescent Consulting typically scheduled Plaintiff to work 12 hour shifts, for as many as 7 days a week. Plaintiff worked well in excess of 40 hours each week while employed by Crescent Consulting.

21. The work Plaintiff performed was an essential party of Crescent Consulting's core business.

22. During Plaintiff's employment with Crescent Consulting while he was classified as an independent contractor, Crescent Consulting and/or the company it contracted with exercised

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<sup>1</sup> <http://www.crescentconsulting.net/consulting/contact-us/>

control over all aspects of his job. Crescent Consulting did not require any substantial investment by Plaintiff in order for him to perform the work required of him. Crescent Consulting determined Plaintiff's opportunity for profit and loss. Plaintiff was not required to possess any unique or specialized skillset (other than that maintained by all other individuals working in his same job position) to perform his job duties. Plaintiff worked exclusively for Crescent Consulting as an independent contractor from approximately January 2012 until October 2014.

23. Indeed, Crescent Consulting and/or the company it contracted with controlled all of the significant or meaningful aspects of the job duties performed by Plaintiff.

24. Crescent Consulting ordered the hours and locations Plaintiff worked, tools used, and rates of pay received.

25. Even though Plaintiff often worked away from Crescent Consulting's offices without the presence of a direct Crescent Consulting supervisor, Crescent Consulting still controlled all aspects of Plaintiff's job activities by enforcing mandatory compliance with Crescent Consulting's and/or its client's policies and procedures.

26. No real investment was required of Plaintiff to perform his job. More often than not, Plaintiff utilized equipment provided by Crescent Consulting and/or its client to perform his job duties. Plaintiff did not provide the equipment he worked with on a daily basis. Crescent Consulting and/or its clients made the large capital investments in buildings, machines, equipment, tools, and supplied in the business in which Plaintiff worked.

27. Plaintiff did not incur operating expenses like rent, payroll, marketing, and insurance.

28. Plaintiff was economically dependent on Crescent Consulting during his employment.

29. Crescent Consulting set Plaintiff's rates of pay, his work schedule, and prohibited him from working other jobs for other companies while he was working on jobs for Crescent Consulting.

30. Crescent Consulting directly determined Plaintiff's opportunity for profit and loss. Plaintiff's earning opportunity was based on the number of days Crescent Consulting scheduled him to work.

31. Very little skill, training, or initiative was required of Plaintiff to perform his job duties.

32. Indeed, the daily and weekly activities of the Putative Class Members were routine and largely governed by standardized plans, procedures, and checklists created by Crescent Consulting and/or its clients. Virtually every job function was pre-determined by Crescent Consulting and/or its clients, including the tools to use at a job site, the data to compile, the schedule of work, and related work duties. The Putative Class Members were prohibited from varying their job duties outside of the pre-determined parameters. Moreover, the job functions of the Putative Class Members were primarily manual labor/technical in nature, requiring little to no official training, much less a college education or other advanced degree. The Putative Class Members did not have any supervisory or management duties. Finally, for the purposes of an FLSA overtime claim, the Putative Class Members performed substantially similar job duties related to servicing oil and gas operations in the field.

33. Plaintiff performed routine and technical duties that were largely dictated by Crescent Consulting and/or its clients.

34. Plaintiff worked exclusively for Crescent Consulting from approximately January 2012 until October 2014 as an independent contractor. Plaintiff was not employed by Crescent Consulting on a project-by-project basis. In fact, while Plaintiff was classified as an independent

contractor, he was regularly on call for Crescent Consulting and/or its clients and was expected to drop everything and work whenever needed.

35. All of the Putative Class Members perform the same or similar job duties and are subjected to the same or similar policies and procedures which dictate the day-to-day activities performed by each person.

36. The Putative Class Members also worked similar hours and were denied overtime as a result of the same illegal pay practice. The Putative Class Members all worked in excess of 40 hours each week and were often scheduled for 12 hour shifts for weeks at a time. Instead of paying them overtime, Crescent Consulting paid the Putative Class Members a day-rate. Crescent Consulting denied the Putative Class Members overtime for any and all hours worked in excess of 40 hours in a single workweek.

37. Crescent Consulting's policy of failing to pay its independent contractors, including Plaintiff, overtime violates the FLSA and the OMWA because these workers are, for all purposes, employees performing non-exempt job duties.

38. It is undisputed that the Putative Class Members are maintaining and working with oilfield machinery, performing manual labor, and working long hours out in the field.

39. Because Plaintiff (and Crescent Consulting's other independent contractors who were paid a day-rate) was misclassified as an independent contractor by Crescent Consulting, he should receive overtime for all hours that he worked in excess of 40 hours in each workweek.

40. Crescent Consulting's day-rate system violates the FLSA and OMWA because Plaintiff and the other day-rate workers classified as independent contractors did not receive any pay for hours worked over 40 hours each week.

## VI. FLSA VIOLATIONS

41. As set forth herein, Defendant has violated, and is violating, Section 7 of the FLSA, 29 U.S.C. § 207, by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA for workweeks longer than 40 hours without compensating such employees for their employment in excess of 40 hours per week at rates no less than 1 and ½ times the regular rates for which they were employed.

42. Defendant knowingly, willfully, or in reckless disregard carried out this illegal pattern or practice of failing to pay the Putative Class Members overtime compensation. Defendant's failure to pay overtime compensation to these employees was neither reasonable, nor was the decision not to pay overtime made in good faith.

43. Accordingly, Plaintiff and all those who are similarly situated are entitled to overtime wages under the FLSA in an amount equal to 1 and ½ times their rate of pay, plus liquidated damages, attorney's fees and costs.

## VII. OMWA VIOLATIONS

44. Plaintiff brings this claim under the OMWA as a Rule 23 class action.

45. The conduct alleged violates the OMWA (Oklahoma Stat. tit. 40, §§ 165.2, 165.3).

46. At all relevant times, Defendant was subject to the requirements of the OMWA.

47. At all relevant times, Defendant employed Plaintiff and each Class Member with Oklahoma state law claims as an "employee" within the meaning of the OMWA.

48. The OMWA requires employers like Defendant to pay employees at one and one-half (1.5) times the regular rate of pay for hours worked in excess of 40 hours in any one week. Plaintiff and each member of the Oklahoma Class are entitled to overtime pay under the OMWA.

49. Oklahoma state law requires all wages owed, included overtime, to be paid upon termination of each employee's employment. Oklahoma Stat. tit. 40, §§ 165.2, 165.3.



50. Section 165.2 requires that “Every employer shall pay all wages due the employees . . . at least twice a calendar month.”

51. Section 165.3 requires that, upon termination of an employee’s employment, “the employer shall pay the employee’s wages in full . . . at the next regular designated payday established for the pay period in which the work was performed.”

52. Section 165.1(3) defines “wages” to specifically include “overtime pay.”

53. Crescent Consulting did not pay Whitlow all of his wages due on his regular paydays.

54. At the time of the termination of his employment, Whitlow was owed overtime pay for all overtime hours worked during the preceding three years. Crescent Consulting failed to pay these wages to Whitlow upon the termination of his employment.

55. As a result of Crescent Consulting’s failure to comply with the requirements of Sections 165.2 and 165.3, Crescent Consulting is liable to Whitlow for all wages owed (including overtime pay), liquidated damages in the amount of two percent (2%) of the unpaid wages for each day the wages remain unpaid or an amount equal to the unpaid wages (whichever is smaller), and reasonable attorneys’ fees and costs.

56. Defendant had a policy and practice of misclassifying Plaintiff and the Putative Class Members as independent contractors and failing to pay these workers overtime for hours worked in excess of 40 hours per workweek.

57. The allegations applicable to Whitlow are also applicable to the Putative Class Members under Oklahoma law.

### **VIII. CLASS & COLLECTIVE ACTION ALLEGATIONS**

58. Plaintiff incorporates all previous paragraphs and alleges that the illegal pay practices Defendant imposed on Plaintiff were likewise imposed on the members of the Class.

59. Numerous individuals were victimized by this pattern, practice, and policy which is in willful violation of the FLSA and the OMWA.

60. Numerous other individuals who worked with Plaintiff indicated they were improperly classified as independent contractors, paid in the same manner, performed similar work, and were not properly compensated for all hours worked as required by state and federal wage laws.

61. Based on his experiences and tenure with Defendant, Plaintiff is aware that Defendant's illegal practices were imposed on the members of the Class.

62. The members of the Class were all improperly classified as independent contractors and not afforded the overtime compensation when they worked in excess of 40 hours per week.

63. Defendant's failure to pay wages and overtime compensation at the rates required by state and/or federal law result from generally applicable, systematic policies, and practices which are not dependent on the personal circumstances of the members of the Class.

64. Plaintiff's experiences are therefore typical of the experiences of the members of the Class.

65. The specific job titles or precise job locations of the various members of the Class do not prevent class or collective treatment.

66. Plaintiff has no interests contrary to, or in conflict with, the members of the Class. Like each member of the Class, Plaintiff has an interest in obtaining the unpaid overtime wages owed under state and/or federal law.

67. A class and collective action, such as the instant one, is superior to other available means for fair and efficient adjudication of the lawsuit.

68. Absent this Action, many members of the Class likely will not obtain redress of their injuries and Defendant will reap the unjust benefits of violating the FLSA and applicable state labor laws.

69. Furthermore, even if some of the members of the Class could afford individual litigation against Defendant, it would be unduly burdensome to the judicial system.

70. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of individual members of the Class and provide for judicial consistency.

71. The questions of law and fact common to each of the members of the Class predominate over any questions affecting solely the individual members. Among the common questions of law and fact are:

- a. Whether Defendant employed the members of the Class within the meaning of the applicable state and federal statutes, including the FLSA and the OMWA;
- b. Whether the members of the Class were improperly misclassified as independent contractors;
- c. Whether Defendant's decision to classify the members of the Class as independent contractors was made in good faith;
- d. Whether Defendant's decision to not pay time and a half for overtime to the members of the Class was made in good faith;
- e. Whether Defendant's violation of the FLSA and the OMWA was willful; and
- f. Whether Defendant's illegal pay practices were applied uniformly across the nation to all members of the Class.

72. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and the members of the Class sustained damages arising out of Defendant's illegal and uniform employment policy.

73. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a collective or class action.

74. Although the issue of damages may be somewhat individual in character, there is no detraction from the common nucleus of liability facts. Therefore, this issue does not preclude collective and class action treatment.

**IX. JURY DEMAND**

75. Plaintiff demands a trial by jury.

**X. RELIEF SOUGHT**

76. WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a. An Order designating the Potential Putative FLSA Class as a collective action and permitting the issuance of a notice pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals with instructions to permit them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);
- b. For an Order pursuant to Section 16(b) of the FLSA finding Defendant liable for unpaid back wages due to Plaintiff and the Potential Putative FLSA Class for liquidated damages equal in amount to their unpaid compensation;
- c. For an Order designating the state law Class as class actions pursuant to Fed. R. Civ. P. 23;
- d. For an Order appointing Plaintiff and his counsel as Class Counsel to represent the interests of the both the federal and state law Class;
- e. For an Order awarding attorneys' fees, costs and pre- and post-judgment interest; and
- f. For an Order granting such other and further relief as may be necessary and appropriate.

Respectfully submitted,

By: /s/ Michael A. Josephson

**Michael A. Josephson**

Fed. Id. 27157

State Bar No. 24014780

**Andrew W. Dunlap**

Fed Id. 1093163

State Bar No. 24078444

**Lindsay R. Itkin**

Fed Id. 1458866

State Bar No. 24068647

**FIBICH, LEEBRON, COPELAND,**

**BRIGGS & JOSEPHSON**

1150 Bissonnet

Houston, Texas 77005

713-751-0025 – Telephone

713-751-0030 – Facsimile

mjosephson@fibichlaw.com

litkin@fibichlaw.com

adunlap@fibichlaw.com

**AND**

**Richard J. (Rex) Burch**

Fed. Id. 21615

State Bar No. 24001807

**James Jones**

Fed. Id. 0090

State Bar No. 10908300

**BRUCKNER BURCH, P.L.L.C.**

8 Greenway Plaza, Suite 1500

Houston, Texas 77046

713-877-8788 – Telephone

713-877-8065 – Facsimile

rburch@brucknerburch.com

**ATTORNEYS IN CHARGE FOR PLAINTIFF**

**EXHIBIT 1**

**CONSENT TO JOIN WAGE CLAIM**

Print Name: tommy whitlow

1. I hereby consent to participate in a collective action lawsuit against Crescent Consulting to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firm and attorneys at FIBICH, LEEBRON, COPELAND, BRIGGS & JOSEPHSON as my attorneys to prosecute my wage claims.
4. I authorize the law firm and attorneys at FIBICH, LEEBRON, COPELAND, BRIGGS & JOSEPHSON to use this consent to file my claim in a separate lawsuit, class/collective action, or arbitration against the company.

Signature: *Tommy Whitlow*  
tommy whitlow (Nov 7, 2016)

Date Signed: Nov 7, 2016

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

TOMMY WHITLOW, individually and on behalf of all others similarly situated;

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

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

Michael A. Josephson, Fibich, Leebron, Copeland, Briggs & Josephson, LLP, 1150 Bissonnet, Houston, TX 77005; Tel 713-751-0025

DEFENDANTS

CRESCENT CONSULTING, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Labor Standards, etc.

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, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. § 216(b)
Brief description of cause: Unpaid overtime compensation

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 11/21/2016 SIGNATURE OF ATTORNEY OF RECORD /s/ Michael A. Josephson

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Says Crescent Consulting Owes Unpaid Overtime](#)

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