

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

JELEICE WILLIAMS)
17697 Mapleboro Avenue)
Maple Heights, Ohio 44137)

CASE NO.

On behalf of herself and all others)
similarly situated)

JUDGE:

Plaintiffs,)

v.)

COLLECTIVE ACTION
COMPLAINT FOR DAMAGES

TRUE NORTH ENERGY, LLC)
c/o CT Corporations Systems, Statutory Agent)
4400 Easton Commons Way Suite 125)
Columbus, Ohio 43219)

JURY DEMAND ENDORSED
HEREIN

-and-)

TRUE NORTH HOLDINGS, INC.)
c/o W.G. Lyden, III)
5565 Airport Highway)
P.O. Box 351090)
Toledo, Ohio 43615)

-and-)

TRUE NORTH MANAGEMENT, LLC)
c/o W.G. Lyden, III)
5565 Airport Highway)
P.O. Box 351090)
Toledo, Ohio 43615)

Defendants.)

Plaintiff Jeleice Williams (“Williams”) brings this action against Defendants True North Energy, LLC, True North Holdings, Inc., and True North Management, LLC, d/b/a truenorth (collectively “True North”), seeking all available relief under the Fair Labor Standards Act of 1983 (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, and the Ohio Minimum Fair Wages Standards Act (the “Ohio



Wage Law”), O.R.C. §§ 4111.01 *et seq.* Plaintiff’s FLSA claims are asserted as a collective action pursuant to 29 U.S.C. § 216(b), while the Ohio Wage Law claims are asserted individually. The following allegations are based upon information and belief, or personal knowledge as to Plaintiff’s own conduct and the conduct and acts of others.

PARTIES AND VENUE

1. Williams is a resident of the city of Maple Heights, county of Cuyahoga, state of Ohio. Williams consents in writing to be a party to this collective action pursuant to 29 U.S.C. § 216(b).¹
2. True North Energy, LLC is a foreign limited liability company lawfully licensed to conduct business in the state of Ohio, with its principal place of business located at 10346 Brecksville Road, Brecksville, Ohio 44141. True North Energy, LLC maintains a place of business located at 21920 Miles Road, Cleveland, Ohio 44128.
3. True North Holdings, Inc. is a domestic for-profit corporation lawfully licensed to conduct business in the state of Ohio, which maintains a place of business located at 21920 Miles Road, Cleveland, Ohio 44128.
4. True North Energy, LLC is a joint venture between True North Holdings, Inc. and Shell Oil Company.
5. True North Management, LLC is a domestic limited liability company lawfully licensed to conduct business in the state of Ohio, which maintains a place of business located at 21920 Miles Road, Cleveland, Ohio 44128.
6. During all times material to this Complaint, True North was an “employer” within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d) and O.R.C. § 4111.03(D).

¹ See Exhibit 1, attached hereto.



7. True North is, and at all times hereinafter mentioned was, an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1)(A) of the FLSA, in that said enterprise at all times hereinafter mentioned 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 enterprise had an annual gross volume of sales made or business done or not less than \$500,000.
8. During all times material to this Complaint, Plaintiff and the putative class members, as defined herein, were “employees” of True North within the meaning of 29 U.S.C. § 203(d) and O.R.C. § 4111.03(D).
9. The putative FLSA class, pursuant to 29 U.S.C. § 216(b), is defined in paragraph 44 of the Complaint.

JURISDICTION & VENUE

10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 in that Plaintiff and the putative class members are alleging Federal Law Claims under the FLSA, 29 U.S.C. § 216(b).
11. This Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367 as Plaintiff’s and the putative class members’ state law claims are so closely related to their federal law claims that they form part of the same case or controversy under Article III of the United States Constitution.
12. This Court has personal jurisdiction over True North Energy, LLC because it is a foreign limited liability company lawfully licensed to conduct business in Ohio, maintains hundreds of gas stations throughout Ohio, and conducts business in Ohio.



13. This Court has personal jurisdiction over True North Holdings, Inc. because it is a domestic for-profit corporation that maintains a facility in Ohio and conducts business and employment practices in Ohio.
14. This Court has personal jurisdiction over True North Management, LLC because it is a domestic limited liability company that maintains a facility in Ohio and conducts business and employment practices in Ohio.
15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, because at all times relevant hereto, Defendants are and always have been responsible for the acts alleged herein, a substantial portion of the practices complained of herein occurred in this District, and Defendants have received substantial compensation as a result of doing business in this District. Moreover, at all times material to the allegations contained herein, Defendants were registered to conduct business in the State of Ohio, and conducted substantial business in the State of Ohio.

FACTS

16. Williams worked for True North from June of 2015 until June 18, 2017.
17. True North hired Williams as a Customer Service Representative for True North Store 345, located at 21920 Miles Road, Cleveland, Ohio 44128 in or around June 2015.
18. In or around April 2016, True North promoted Williams to an Assistant Store Manager for True North Store 345, located at 21920 Miles Road, Cleveland, Ohio 44128.
19. Throughout her employment with True North, Williams was an paid an hourly wage.
20. At all times material to the Complaint, Williams worked between 40 and 65 hours per week on average.
21. True North, however, did not pay Williams for the total hours she worked each week.



22. For each week that Williams worked, True North marked a portion of Williams' hours as "unpaid."
23. Williams was not paid for hours marked "unpaid" even though she performed work for True North during those hours at the direction of True North.
24. Williams was often told to not clock-in when she was performing work for True North at the direction of True North prior to her scheduled shift beginning.
25. Williams was often instructed to clock-out at the end of her shift although she was required to continue performing work for True North at the direction of True North after her scheduled shift ended and she had clocked-out.
26. Often, the hours marked "unpaid" on Williams's time card were hours that Williams had worked in excess of 40 hours per week.
27. True North adjusted Williams' clock-in and clock-out times in order to avoid paying Williams for all hours worked.
28. On May 20, 2016, former Assistant Manager John Hamrick filed a lawsuit against Defendants in the Northern District of Ohio asserting claims for violations of the FLSA ("*Hamrick Litigation*").²
29. The *Hamrick Litigation* specifically sought unpaid wages springing from Defendants' practice of having Assistant Managers perform "fuel price surveys" of competitor gas stations before and after they clocked in each day.
30. The *Hamrick Litigation* was certified as a collective action on July 20, 2016.
31. The class at issue in the *Hamrick Litigation* was limited to Assistant Managers, and did not include other hourly employees.

² See *Hamrick v. True North Management, LLC*, No. 1:16cv01216.



32. The court-approved “Notice Of Pending Fair Labor Standards Act Lawsuit” narrowly defined the scope of the FLSA claims at issue in the Hamrick Litigation as follows:

This lawsuit alleges that the Defendants violated the Fair Labor Standards Act (“FLSA”) by failing to pay their Assistant Managers for all time worked, including overtime. Specifically, the lawsuit alleges Plaintiff and other Assistant Managers are full-time employees at True North gas stations who are typically scheduled at or near 40 hours per week, paid by the hour, and classified as non-exempt employees under the FLSA. Defendants require their Assistant Managers to, among other things, perform fuel price surveys of competitor gas stations off-the clock before and after work. These fuel price surveys require Assistant Managers to drive past competitor gas stations, make note of the prices being charged for fuel by these competitors, and report these prices once they get to work and again after they leave work. However, Defendants require that employees’ (including Assistant Managers) clock-in and clock-out times for pay purposes adhere closely to their scheduled hours, and expressly prohibit clocking in earlier than (5) five minutes prior to their shift starting and clocking out more than (5) five minutes after their shift ends.

Plaintiff therefore alleges that Defendants require Assistant Managers to perform these fuel price surveys off-the-clock before arriving at work for their scheduled shift and after clocking out and leaving work at the end of their scheduled shift. As a result, Plaintiff alleges he and other similarly situated Assistant Managers have been denied pay for all hours worked and overtime pay at one and one half times their regular rate in violation of the FLSA.

33. A true and accurate copy of the “Notice Of Pending Fair Labor Standards Act Lawsuit” that was issued in the *Hamrick* Litigation is attached hereto as Exhibit 2.
34. The *Hamrick* complaint did not allege that Defendants were shaving time from Assistant Manager’s time cards, or simply refusing to pay Assistant Managers for all hours worked.
35. The *Hamrick* complaint did not allege that Assistant Managers were not paid for “unpaid time” on their time cards.
36. The claims at issue in the *Hamrick* Litigation differ materially from the claims raised in this action.
37. Williams did not opt-in to the *Hamrick* Litigation.
38. In or around October or November of 2016, the parties to the *Hamrick* Litigation entered into a settlement agreement (“Settlement Agreement”).
39. A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit 3.



40. As it related to the class claims that had been asserted in *Hamrick*, the Settlement Agreement specifically stated that the class members released and forever discharged Defendants for all claims, damages, or liability arising under state and federal wage and hour laws **as asserted** in the Hamrick Litigation.
41. By its own express terms, the Settlement Agreement did not contemplate and does not cover the claims asserted in this action.
42. The *Hamrick* litigation put Defendants on notice that their pay practices violated the FLSA.
43. Despite being aware that True North's pay practices violated the FLSA, Defendants continued to engage in conduct that blatantly violated the FLSA.
44. Defendants' violations of the FLSA were willful and reckless.
45. Defendants lacked good faith and acted unreasonably in violating the FLSA.

FLSA COLLECTIVE ACTION ALLEGATIONS

46. Plaintiff brings this as a collective action pursuant to 29 U.S.C. § 216(b) on behalf of herself and all similarly situated individuals who are part of the following class:

All individuals employed by True North who are or were hourly-paid, FLSA non-exempt employees who were not paid for all hours worked, and/or overtime compensation at a rate of one-and-one-half times their respective regular rates of pay for hours worked over forty (40) in a workweek at any time during three (3) years preceding the filing of this action.

These individuals are referred to as the "FLSA Class" or "FLSA Class Members".

47. Collective Action treatment of Plaintiff's and the FLSA Class Members' FLSA claims is appropriate because Plaintiff and the FLSA Class Members have been subjected to the common business practices referenced herein, and the success of their claims depends on the resolution of common issues of law and fact, including, *inter alia*, whether True North's



companywide practices fail to properly compensation the FLSA Class Members for all hours worked.

48. Plaintiff seeks to recover all wages owed to herself and the FLSA Class Members for unpaid regular and overtime hours worked, liquidated damages to the fullest extent allowable under the FLSA and Ohio Wage Law, all available equitable relief, including attorneys' fees and associated litigation costs.

COUNT I: VIOLATION OF THE FAIR LABOR STANDARDS ACT – FAILURE TO PAY OVERTIME COMPENSATION

49. Plaintiff restates each and every prior paragraph of this Complaint, as if it were fully stated herein.
50. During all times material to this Complaint, Defendants were employers covered by the FLSA.
51. During all times material to this Complaint, Plaintiff and the FLSA Class Members were employees who were not exempt from overtime compensation under the FLSA because, *inter alia*, they were not “executive,” “administrative,” or “professional” employees as defined under the FLSA, and were entitled to one-and-one-half times their respective regular rates for hours worked in excess of forty (40) hours per workweek.
52. During all times material to this Complaint, Defendants violated the FLSA with respect to the Plaintiff and the FLSA Class Members by, *inter alia*, failing to compensate them for every hour worked in a workweek, where each hour worked includes all time spent by an employee that was primarily for the benefit of the employer or the employer’s business and where the employer knew or should have known that the employee was spending the time at issue primarily for the employer’s benefit.
53. During all times material to this Complaint, Defendants violated the FLSA with respect to the Plaintiff and the FLSA Class Members by, *inter alia*, failing to compensate them at one-and-



one-half their regular rates of pay for all hours worked in excess of forty (40) hours per workweek.

54. During all times material to this complaint, Defendants knew that Plaintiff and the FLSA Class Members were not exempt from the overtime obligations imposed by the FLSA. Defendants also knew that they were required to pay Plaintiff and the FLSA Class Members overtime compensation at a rate of one-and-one-half their respective regular rates for hours worked in excess of forty (40) hours per workweek. Despite such knowledge, Defendants willfully withheld and failed to pay the FLSA Class Members for all time worked, including overtime compensation, to which Plaintiff and the FLSA Class Members are entitled.

55. In violating the FLSA, Defendants acted willfully, without a good faith basis, and in reckless disregard of clearly applicable FLSA provisions.

56. As a direct and proximate cause of Defendants' conduct, pursuant to 29 U.S.C. § 216(b), Defendants are liable to Plaintiff and those similarly situated for the full amount of the required overtime obligations, an additional equal amount as liquidated damages, as well as costs and reasonable attorneys' fees.

COUNT II: VIOLATION OF THE OHIO WAGE ACT

57. Plaintiff restates each and every prior paragraph of this Complaint, as if it were fully restated herein.

58. The Ohio Wage Act requires that covered employees be compensated for every hour worked in a workweek.

59. The Ohio Wage Act requires that employees receive overtime compensation at a rate of one-and-one-half times the employee's regular rate of pay for all hours worked over forty (40) in a workweek.



60. During all times material to this Complaint, Defendants were employers required to comply with the Ohio Wage Act's mandates.
61. During all times material to this Complaint, Plaintiff was an employee entitled to individual protection of the Ohio Wage Act.
62. Defendants violated the Ohio Wage Act with respect to Plaintiff by, *inter alia*, failing to compensate Plaintiff for all hours worked, failing to pay Plaintiff the minimum wage for all hours worked, and failing to pay Plaintiff overtime for all hours worked over forty (40) in a workweek.
63. In violating the Ohio Wage Act, Defendants acted willfully, without a good faith basis, and with reckless disregard of clearly applicable Ohio Wage Act provisions.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff Jeleice Williams requests judgment against Defendants and for an Order:

- (a) Certifying a collective action pursuant to 29 U.S.C. § 216(b) consisting of all individuals employed by True North Energy, LLC, True North Holdings, Inc., and True North Management, LLC, who work or have worked as non-exempt FLSA employees as described herein, and who were not paid for all hours worked, paid less than the minimum wage, and/or denied payment for overtime hours worked at any time during the three (3) years preceding the filing of this action;
- (b) Prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to the FLSA Class Members apprising them of the pendency of this action, and permitting them to timely assert their rights under the FLSA and pursuant to 29 U.S.C. § 216(b);



- (c) Awarding to Plaintiff and the FLSA Class Members unpaid wages as to be determined at trial together with any liquidated damages allowed by the FLSA;
- (d) Awarding Plaintiff and the FLSA Class Members costs and disbursements and reasonable allowances for fees of counsel and experts, and reimbursement of expenses;
- (e) Awarding Plaintiff and the FLSA Class Members such other and further relief as the Court deems just and proper;
- (f) An injunction prohibiting True North Energy, LLC, True North Holdings, Inc., and True North Management, LLC, from engaging in future violations of the FLSA and Ohio Wage Act; and
- (g) For a judgment against Defendants for all damage, relieve, or any other recovery whatsoever.

/s/ Chris P. Wido _____

Chris P. Wido (0090441)

THE SPITZ LAW FIRM, LLC

25200 Chagrin Blvd., Suite 200

Beachwood, OH 44122

Phone: (216) 291-4744

Fax: (216) 291-5744

Email: chris.wido@spitzlawfirm.com

Attorney for Plaintiff Jeleice Williams



JURY DEMAND

Plaintiff Jeleice Williams demands a trial by jury by the maximum number of jurors permitted.

/s/ Chris P. Wido
Christopher P. Wido (0090441)
THE SPITZ LAW FIRM, LLC



JS 44 (Rev. 07/16)

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

JELEICE WILLIAMS

DEFENDANTS

TRUE NORTH ENERGY, LLC

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

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Christopher P. Wido, Esq - The Spitz Law Firm
25200 Chagrin Blvd., Suite 200
Beachwood, OH 44122

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	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 <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 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 PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" 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 type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 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 <input type="checkbox"/> 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 <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	CIVIL RIGHTS <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	PRISONER PETITIONS <input type="checkbox"/> 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	IMMIGRATION <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):
29 U.S.C. 216 et seq.
Brief description of cause:
FLSA Collective Action

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE
09/27/2017

SIGNATURE OF ATTORNEY OF RECORD
/s/ Christopher P. Wido

FOR OFFICE USE ONLY

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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. General Civil
- 2. Administrative Review/Social Security
- 3. Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action is RELATED to another PENDING civil case. This action is REFILED pursuant to LR 3.1.

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county

COUNTY:

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY:

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

AKRON
CLEVELAND
YOUNGSTOWN

(Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)
(Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake,
Lorain, Medina and Richland)
(Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

TOLEDO

(Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry,
Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca
VanWert, Williams, Wood and Wyandot)

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 seven 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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.

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* True North Holdings, Inc.
was received by me on *(date)* 09/27/2017.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: 09/27/2017

Server's signature

Christopher W. Wido, Esq
Printed name and title

The Spitz Law Firm
25200 Chagrin Blvd, #200
Beachwood, OH 44122
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* True North Management, LLC
was received by me on *(date)* 09/27/2017

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: 09/27/2017

Server's signature

Christopher W. Wido, Esq
Printed name and title

The Spitz Law Firm
25200 Chagrin Blvd, #200
Beachwood, OH 44122
Server's address

Additional information regarding attempted service, etc:

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* True North Energy, LLC
was received by me on *(date)* 09/27/2017 .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: 09/27/2017

Server's signature

Christopher W. Wido, Esq
Printed name and title

The Spitz Law Firm
25200 Chagrin Blvd, #200
Beachwood, OH 44122
Server's address

Additional information regarding attempted service, etc:

CONSENT TO SUE UNDER THE FLSA

RE: *Jeleice Williams, et al. v. True North Energy, LLC et al., N.D. Ohio*

I hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C § 201 et seq, to secure unpaid minimum and overtime wages, liquidated damages, attorney's fees, costs, and other relief arising out of my employment with True North Energy, LLC, True North Holdings, Inc., and True North Management, LLC, and/or any other associated party.

I authorize The Spitz Law Firm, LLC, and any associated attorneys to represent me with respect to my claims by joining my claims to an existing lawsuit against Defendants and any other associated parties. By signing and returning this consent to sue, I understand that, if accepted for representation, I will be represented by the above attorneys without prepayment of cost or attorneys fees. I understand that if Plaintiffs are successful, cost expended by attorneys on my behalf will be deducted from my settlement or judgment amount on a pro rata basis with all other plaintiffs. I understand that Plaintiffs may petition to Court for an award of fees and cost to be paid by Defendants on my behalf. I understand that the fees retained by the attorneys will be either be the amount received from Defendants or forty percent (40%) of my gross settlement or judgment, whichever is greater.

Note: If you do not return this Consent Form, you will not be a participant in the lawsuit.

Jeleice Williams 8/27/17
Signature Date

Jeleice Williams
Name (Please Print)

17697 Maplebune
Street Address

Maple Hts. OH 44137
City, State, Zip Code

216 804 3755
Phone Number

Jeleice Williams 85@gmail.com
Email Address

FAX to: 216.291.5744
EMAIL to: chris.wido@spitzlawfirm.com
MAIL to: Christoper P. Wido, Esq.
The Spitz Law Firm LLC
25200 Chagrin Blvd, Suite 200
Beachwood, OH 44122

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

JOHN HAMRIC, On Behalf of Himself)	
and All Others Similarly Situated,)	
)	
<i>Plaintiff,</i>)	
)	COLLECTIVE AND CLASS
v.)	ACTION
)	
TRUE NORTH HOLDINGS, INC., TRUE)	CASE NO. 1:16-cv-01216
NORTH ENERGY, LLC, and TRUE)	
NORTH MANAGEMENT, LLC, <i>d/b/a</i>)	JUDGE GWIN
<i>truenorth</i> and True North Stores,)	
)	
<i>Defendants.</i>)	

NOTICE OF PENDING FAIR LABOR STANDARDS ACT LAWSUIT

To: All current and former hourly-paid Assistant Managers who have been employed at True North gas stations owned by True North Holdings, Inc., True North Energy, LLC, and True North Management, LLC, *d/b/a truenorth* and True North Stores (or one of their affiliates or direct or indirect subsidiaries) at any time since May 20, 2013 through the present.

I. INTRODUCTION

The purpose of this Notice is to inform you of the existence of a collective action lawsuit which you may have the right to join, to advise you of the nature of the lawsuit and how it might affect your rights, and to provide information to you on the procedure for participating in this lawsuit if you qualify and so desire. This is your decision, and you have no obligation to participate in this lawsuit or respond to this Notice.

This Notice is for the sole purpose of determining the identity of those persons who wish to be involved in this case to recover unpaid overtime wages. Although the United States District Court for the Northern District of Ohio has authorized this Notice, the Court has taken no position regarding the merits of the claims contained in the lawsuit or of the defenses of any of the Defendants.

II. DESCRIPTION OF THE LAWSUIT

On May 20, 2016, John Hamric filed this lawsuit against the Defendants, on behalf of himself and other similar employees, in the United States District Court for the Northern District of Ohio.

This lawsuit alleges that the Defendants violated the Fair Labor Standards Act (“FLSA”) by failing to pay their Assistant Managers for all time worked, including overtime. Specifically, the lawsuit alleges Plaintiff and other Assistant Managers are full-time employees at True North

gas stations who are typically scheduled at or near 40 hours per week, paid by the hour, and classified as non-exempt employees under the FLSA. Defendants require their Assistant Managers to, among other things, perform fuel price surveys of competitor gas stations off-the-clock before and after work. These fuel price surveys require Assistant Managers to drive past competitor gas stations, make note of the prices being charged for fuel by these competitors, and report these prices once they get to work and again after they leave work. However, Defendants require that employees' (including Assistant Managers) clock-in and clock-out times for pay purposes adhere closely to their scheduled hours, and expressly prohibit clocking in earlier than (5) five minutes prior to their shift starting and clocking out more than (5) five minutes after their shift ends.

Plaintiff therefore alleges that Defendants require Assistant Managers to perform these fuel price surveys off-the-clock before arriving at work for their scheduled shift and after clocking out and leaving work at the end of their scheduled shift. As a result, Plaintiff alleges he and other similarly situated Assistant Managers have been denied pay for all hours worked and overtime pay at one and one half times their regular rate in violation of the FLSA.

This lawsuit seeks all alleged unpaid overtime wages, and Plaintiff has asked the Court to double the amount owed pursuant to the liquidated damages provision of the FLSA.

The Court has not ruled on the merits of the claims asserted in this lawsuit or on any denials and other defenses that might be raised by the Defendants.

III. YOUR RIGHT TO PARTICIPATE IN THIS SUIT

It is entirely your decision whether to join in this suit. If you fit the definition of the class described above, you may join this suit, or "opt-in," by completing, signing, and mailing the enclosed Notice of Consent to Become Party Plaintiff ("Consent Form"), postmarked on or before [INSERT DATE (ninety (45) days from the date of mailing notice)], to Plaintiff's attorneys using the enclosed self-addressed, postage-prepaid envelope. You may also email this form to [INSERT EMAIL ADDRESS] on or before [INSERT DATE (ninety (45) days from the date of mailing notice)]. It is important that you return the Consent Form as soon as possible because the time period for which you can seek payment will depend on when the Consent Form is filed with the Court. If you have any questions about the forms, you may contact Plaintiff's attorneys at (615) 244-2202.

If you fail to return the Consent Form to Plaintiff's attorneys by [INSERT DATE (45) days from the date of mailing notice)], you may not be able to participate in this lawsuit.

If you file a Consent Form, your continued right to participate in this suit may depend upon a later decision by the District Court that you and the Plaintiff are actually "similarly situated" in accordance with federal law.

If you do not want to join this lawsuit, you do not need to do anything.

IV. EFFECT OF JOINING THE LAWSUIT

If you choose to join in the suit, you will be bound by the Judgment, whether it is favorable or unfavorable, or by any settlement approved by the Court.

The attorneys for the Plaintiff are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fee. If there is a recovery, the attorneys for

the class will receive a part of any settlement obtained or money judgment entered in favor of all members of the class, or may be paid a separate amount by the Defendants.

By joining this lawsuit, you designate the class representative, Plaintiff John Hamric, as your agent to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

V. EFFECT OF NOT JOINING THE LAWSUIT

If you choose not to join this lawsuit, you will not be bound by the Court's decisions, regardless of whether they are favorable or unfavorable, and you will not be entitled to share in any damages award if the Court rules for the Plaintiff. If you choose not to join in this lawsuit, you are free to file a lawsuit of your own. However, if you do not join in this lawsuit or file a lawsuit of your own, the time limit for action on any claims you may have unpaid wages or overtime will continue to run and may cause your claim to be barred by the statute of limitations.

VI. NO RETALIATION PERMITTED

Federal law prohibits the Defendants, through their supervisors, managers, or other agents, from retaliating against you in any way because you have exercised your right to join this lawsuit.

VII. NO OPINION EXPRESSED AS TO THE MERITS OF THE CASE

This notice has been authorized by the United States District Court for the Northern District of Ohio solely for the purpose of notifying individuals of the lawsuit. The court has taken no position in this case regarding the merits of the Plaintiff's claims or the defenses the Defendants might raise to these claims.

VIII. YOUR LEGAL REPRESENTATION IF YOU JOIN

If you choose to join this suit, your interests will be represented by the named Plaintiff through his attorneys. Those attorneys are:

David W. Garrison, Esq.
BARRETT JOHNSTON MARTIN & GARRISON, LLC
414 Union Street, Suite 900
Nashville, TN 37219
Telephone: (615) 244-2202
garrison@barrettjohnston.com

John L. Mays, Esq.
MAYS & KERR LLC
235 Peachtree Street NE
North Tower, Suite 202
Atlanta, GA 30303
Telephone: (404) 410-7998
john@maysandkerr.com

Charles P. Yezbak, Esq.
YEZBAK LAW OFFICES
2002 Richard Jones Rd., Suite B-200
Nashville, TN 37215
Telephone: (615) 250-2000
yezbak@yezbaklaw.com

Robert E. Derosé
BARKAN MEIZLISH HANDELMAN
GOODIN DEROSÉ WENTZ, LLP
250 E. Broad Street, 10th Floor
Columbus, OH 43215
Telephone: (614) 221-4221
bderose@barkanmeizlish.com

IX. FURTHER INFORMATION

Further information about this Notice, the deadline for filing a Consent Form, or questions concerning this lawsuit may be obtained by writing or telephoning Plaintiff's Counsel at the number and address stated above.

THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF THE PLAINTIFF'S CLAIMS OR OF THE DEFENDANTS' DEFENSES.

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made in the lawsuit captioned *John Hamric, et al. v. True North Management, LLC*, Case No. 1:16-cv-01216 (the "Lawsuit"), currently pending in the United States District Court for the Northern District of Ohio, Eastern Division (the "Court"), between all Representative and Opt-In Plaintiffs who have filed a Consent Form to be a Party Plaintiff (the "Plaintiffs"), and Defendant True North Management, LLC (the "Defendant").

This Agreement is made as a compromise between Plaintiffs and Defendant (collectively, the "Parties") for the complete and final settlement of the claims raised by Plaintiffs in the Lawsuit, including all state and federal wage and hour claims and claims for liquidated damages, interest, attorneys' fees, and costs. With respect to Plaintiff Hamric, this Agreement is also intended to serve as a general release of claims, for which he is receiving separate consideration.

RECITALS

WHEREAS, on May 20, 2016, Plaintiff John Hamric initiated the Lawsuit;

WHEREAS, on various dates with and subsequent to the Complaint, the remaining Plaintiffs filed Consents Forms;

WHEREAS, Defendant filed an Answer and Defenses to the Complaint, which denied Plaintiffs' allegations;

WHEREAS, the Parties conducted preliminary discovery and engaged in mediation;

WHEREAS, the Parties recognize the outcome in the Lawsuit is uncertain and achieving a final result through litigation requires additional risk, discovery, time, and expense;

WHEREAS, after balancing the benefits of settlement against the costs, risks, and delay of continued litigation, Plaintiffs have agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement. Plaintiffs believe the terms and conditions set forth in this Agreement are in the best interests of all of the Plaintiffs and represent a fair, reasonable, and adequate resolution of the Lawsuit;

WHEREAS, Defendant denies that any damages are owed to the Plaintiffs, and without admitting or conceding any liability or damages, and to avoid the burden, expense, and uncertainty of continuing the Lawsuit, Defendant has agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Parties, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth below, agree as follows:

AGREEMENT

1. **Consideration.** To resolve Plaintiffs' claims Defendant agrees to make the gross settlement payment of \$285,000.00 (the "Settlement Payment"). The Settlement Payment shall be allocated as follows:

- a. \$133,088.96 as back wages and liquidated damages to Plaintiffs, and distributed as set forth in Exhibit A to this Agreement;
- b. \$2,500.00 to Named Plaintiff Hamric for a general release of his individual claims and as a service payment;
- c. \$142,095.42 as attorneys' fees to Plaintiffs' counsel; and
- d. \$7,315.62 as advanced expenses to Plaintiffs' counsel.

Defendant represents that it does not oppose and agrees not to oppose the amounts (or the reasonableness of the amounts) to be paid to each of the Plaintiffs or the amount (or reasonableness of the amount) of attorneys' fees and costs to be paid to counsel for Plaintiffs, although said amounts shall be paid solely out of, and shall not total more than, the gross Settlement Payment.

Within 5 business days of the Court's approval of this Agreement, Defendant will deliver the Settlement Payment to Plaintiffs' counsel as follows: (a) separate checks made payable to each individual opt-in Plaintiff in the gross amounts provided by Plaintiffs for back pay and liquidated damages (subject only to required tax withholdings); (b) a separate check as service payment and additional consideration to Plaintiff Hamric; and (c) a separate check for attorneys' fees and costs. Plaintiffs' counsel shall deliver the settlement checks to Plaintiffs.

Defendant shall also pay the balance due to Jerome Weiss of Mediation Inc. directly for his service as mediator for the Parties in the context of the Lawsuit.

2. **Release of Class Claims.** Plaintiffs release and forever discharge Defendant from any and all claims, causes of action, demands, debts, obligations, damages or liability arising under state and federal wage and hour laws as asserted in the Lawsuit, including claims for unpaid overtime, liquidated damages, interest, attorneys' fees, and costs.

3. **Release of Hamric's Claims.** Plaintiff Hamric, individually, releases and forever discharges Defendant from any and all claims, causes of action, demands, debts, obligations, damages, or liability, known or unknown, that may exist as of the date this Agreement is executed, and although Plaintiff Hamric retains the right to file charges with governmental agencies and to participate in investigations or proceedings conducted by those agencies, Plaintiff Hamric further waives the right to any further administrative relief and any right to be re-hired by Defendant.

4. **Court Approval.** The Parties will cooperate, and take all steps necessary, to effectuate judicial approval of their settlement. Plaintiff's counsel will take the lead on drafting the motion for approval. In the event that the Court does not approve this Agreement, the Parties will not be deemed to have waived, limited, or affected in any way any claims, objections or defenses in the Lawsuit.

5. **Dismissal.** If the Court approves this Agreement, the Parties request that the Court will direct the Clerk of Court dismiss the Lawsuit with prejudice, including any claims asserted on behalf of any putative class members pursuant to Fed. R. Civ. P. 23. The Parties agree that the Court will retain jurisdiction over this Lawsuit to enforce the provisions of this Agreement.

6. **No Admission.** Defendant expressly denies any liability, responsibility or wrongdoing as alleged in the Lawsuit. The Parties understand and acknowledge this Agreement is the result of a compromise, and shall not be construed as an admission of liability, responsibility or wrongdoing by Defendant.

7. **Enforcement and Choice of Law.** This Agreement will be interpreted and enforced under the laws of the State of Ohio, without regard to its conflicts of law provisions, except where federal law applies. Counsel for both Plaintiffs and Defendant participated in the negotiation and drafting of the provisions of this Agreement, and therefore, this Agreement shall not be construed in favor of one party or against the other. If the parties disagree over any terms of this Settlement Agreement and cannot resolve the disagreement, they agree to submit the disagreement promptly to mediation before Jerome Weiss. Should mediation efforts prove unsuccessful, then any claim regarding the enforcement of the Agreement will be resolved solely and exclusively in the U.S. District Court for the Northern District of Ohio.

8. **Full and Complete Agreement.** This Agreement and all Exhibits thereto constitute the entire agreement of the Parties concerning the subjects included herein. The Parties acknowledge and agree that, before entering into this Agreement, they have had sufficient time to consider this Agreement and consult with legal counsel of their choosing concerning its meaning. When entering into this Agreement, the Parties have not relied on any representations or warranties made by the other Parties, other than the representations and warranties expressly set forth in this Agreement. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before, or after, the Court's approval of this Agreement, shall be valid or binding unless approved by the Court and made in writing, signed by or on behalf of all of the Parties, and then only to the extent set forth in such written waiver, modification, or amendment.

9. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their agents, employees, officers, directors, representatives, beneficiaries, heirs, executors, administrators, predecessors, successors, and assigns.

10. **When Agreement Becomes Effective.** This Agreement shall become effective upon its approval by the Court.

11. **Counterparts.** The Parties may execute this Agreement in counterparts and execution in counterparts shall have the same force and effect as if the Parties had signed the same instruments. The Parties agree that signed facsimiles and .pdf copies have the same force and effect as originals. Each person executing this Agreement warrants and represents that such person has the authority to do so.

John Hamric
John Hamric, on behalf of himself and as
Representative of the Opt-In Plaintiffs

Date: 11-16-16

True North Management, LLC:

L. G. Spohn, Sr.
By: L. G. Spohn, Sr.

Title: CEO

Date: 11-21-16

EXHIBIT A

EMPLOYEE	START	END	WEEKS	OVERTIME	TOTAL
Acosta, Vanessa V.	5/20/2013	1/29/2016	140.57	\$ 2,037.10	\$ 4,074.20
Adams, Trisha A.	3/20/2015	7/5/2016	67.57	\$ 1,035.48	\$ 2,070.96
Almond, Cheryl L.	3/21/2014	12/26/2014	40.00	\$ 581.80	\$ 1,163.60
Anderson, Jennifer L.	1/3/2014	5/6/2016	122.00	\$ 1,678.49	\$ 3,356.98
Bailey, Deborah H.	12/13/2013	4/3/2015	68.00	\$ 942.73	\$ 1,885.46
Barr, Veronica L.	6/19/2015	7/5/2016	54.57	\$ 827.23	\$ 1,654.46
Bates, John J.	1/24/2014	11/27/2015	96.00	\$ 1,600.66	\$ 3,201.32
Birtalan, Debra S.	5/20/2013	4/24/2015	100.57	\$ 1,510.57	\$ 3,021.14
Blackmon, Mary C.	10/9/2015	4/8/2016	26.00	\$ 376.21	\$ 752.42
Boggs, Danielle L.	3/28/2014	6/10/2016	115.00	\$ 1,539.37	\$ 3,078.74
Brown, Marlene J.	1/9/2015	6/24/2016	76.00	\$ 1,205.46	\$ 2,410.92
Butcher, Jesse L.	12/26/2014	9/4/2015	36.00	\$ 523.52	\$ 1,047.04
Calogar, Zachary S.	5/9/2014	9/26/2014	20.00	\$ 267.27	\$ 534.54
Carter, Brittany M.	5/20/2013	5/15/2015	103.57	\$ 1,431.43	\$ 2,862.86
Clark, David	5/20/2013	6/7/2013	2.57	\$ 44.28	\$ 88.56
Cox, Anna M.	5/20/2013	4/17/2015	99.57	\$ 1,421.45	\$ 2,842.90
Dawson, Michaela M.	6/20/2014	7/17/2015	56.00	\$ 726.42	\$ 1,452.84
DeJesus, Jennifer L.	5/22/2015	11/6/2015	24.00	\$ 324.00	\$ 648.00
Delgrosso, Katherine M.	11/27/2015	3/4/2016	14.00	\$ 210.97	\$ 421.94
Diak, Sarah D.	7/19/2013	5/22/2015	96.00	\$ 1,340.80	\$ 2,681.60
Fitzpatrick, Michael J.	5/20/2013	12/26/2014	83.57	\$ 1,236.05	\$ 2,472.10
Fomby, Meontia R.	5/30/2016	7/5/2016	5.14	\$ 75.21	\$ 150.42
Froning Sr., Matthew J.	5/20/2013	7/5/2016	163.14	\$ 2,336.99	\$ 4,673.98
Fugate, Christen L.	10/31/2014	5/15/2015	28.00	\$ 361.70	\$ 723.40
Garcia, Jenny I.	5/20/2013	5/23/2014	52.57	\$ 839.98	\$ 1,679.96
Goodvine, Jamesse L.	10/9/2015	7/5/2016	38.57	\$ 554.59	\$ 1,109.18
Gregory, Tomeco M.	1/22/2016	5/27/2016	18.00	\$ 279.45	\$ 558.90
Hamric, John L.	10/30/2015	4/1/2016	22.00	\$ 341.99	\$ 683.98
Holowatuk, Sandra L.	8/14/2015	7/5/2016	46.57	\$ 659.99	\$ 1,319.98
Hudson, Omar L.	5/8/2015	11/6/2015	26.00	\$ 369.57	\$ 739.14
Huffman, Clayton M.	3/25/2016	7/5/2016	14.57	\$ 207.64	\$ 415.28
Jackson, Caitlin J.	1/9/2015	5/27/2016	72.00	\$ 1,008.22	\$ 2,016.44
Jennings, Danielle K.	5/16/2014	7/5/2016	111.57	\$ 1,542.48	\$ 3,084.96
Johnson, Alyssa M.	10/17/2014	8/7/2015	42.00	\$ 572.27	\$ 1,144.54
Johnson, Carol A.	5/20/2013	8/30/2013	14.57	\$ 214.42	\$ 428.84
Johnson, DeAndrea S.	5/20/2013	6/19/2015	108.57	\$ 1,492.18	\$ 2,984.36
Johnson, Lori A.	11/8/2013	5/23/2014	28.00	\$ 398.00	\$ 796.00
Jones, LaBuena I.	5/20/2013	8/30/2013	14.57	\$ 199.21	\$ 398.42

EMPLOYEE	START	END	WEEKS	OVERTIME	TOTAL
Kelley, Annilie G.	12/11/2015	3/18/2016	14.00	\$ 194.25	\$ 388.50
Knight, Theresa L.	10/24/2014	12/5/2014	6.00	\$ 85.50	\$ 171.00
Koran, Kristy L.	5/9/2014	3/11/2016	96.00	\$ 1,299.96	\$ 2,599.92
Korell, Jean A.	7/31/2015	7/5/2016	48.57	\$ 685.52	\$ 1,371.04
Latimer, Candace M.	3/11/2016	7/5/2016	16.57	\$ 246.80	\$ 493.60
Lee, Kristen A.	8/29/2014	1/16/2015	20.00	\$ 264.55	\$ 529.10
Letner, Damon L.	12/26/2014	3/4/2016	62.00	\$ 912.12	\$ 1,824.24
Lewis, Marie A.	5/20/2013	10/17/2014	73.57	\$ 1,172.15	\$ 2,344.30
Looney, Kelli A.	12/6/2013	7/3/2014	29.86	\$ 450.88	\$ 901.76
Lopez, Jennifer M.	5/20/2013	3/27/2015	96.57	\$ 1,514.71	\$ 3,029.42
Lopez, Melissa R.	9/5/2014	12/12/2014	14.00	\$ 178.50	\$ 357.00
Mace, Erica L.	2/15/2016	2/27/2016	1.71	\$ 22.50	\$ 45.00
Marksch, Samantha R.	12/27/2013	9/18/2015	90.00	\$ 1,401.24	\$ 2,802.48
McCabe, Katie	8/14/2015	4/22/2016	36.00	\$ 542.27	\$ 1,084.54
McCarragher, Elizabeth A.	5/20/2013	11/14/2014	77.57	\$ 1,137.86	\$ 2,275.72
McKinley, John D.	5/29/2015	8/7/2015	10.00	\$ 151.00	\$ 302.00
Memahan, Tikima M.	12/5/2014	8/28/2015	38.00	\$ 556.92	\$ 1,113.84
Mendia Jr., Michael A.	3/28/2014	3/27/2015	52.00	\$ 764.83	\$ 1,529.66
Montgomery, Cheilion F.	9/11/2015	10/23/2015	6.00	\$ 81.00	\$ 162.00
Morris, Cynthia J.	12/4/2015	12/31/2015	3.86	\$ 57.86	\$ 115.72
Nasca, Samantha J.	5/9/2014	11/20/2015	80.00	\$ 1,079.10	\$ 2,158.20
Nickum, Anna M.	10/2/2015	3/18/2016	24.00	\$ 371.35	\$ 742.70
Palmer, Consuela A.	6/28/2013	7/11/2014	54.00	\$ 742.89	\$ 1,485.78
Patterson, Kathryn P.	9/11/2015	1/15/2016	18.00	\$ 270.54	\$ 541.08
Perez, Aundrae R.	1/30/2015	8/28/2015	30.00	\$ 419.29	\$ 838.58
Powell, Crystal A.	1/22/2016	4/15/2016	12.00	\$ 176.14	\$ 352.28
Powell, James L.	5/20/2013	1/30/2015	88.57	\$ 1,270.39	\$ 2,540.78
Powell, Melissa L.	8/30/2013	5/23/2014	38.00	\$ 520.18	\$ 1,040.36
Probst, Theresa L.	5/20/2013	9/27/2013	18.57	\$ 283.31	\$ 566.62
Pyles, Joyce E.	4/25/2014	7/18/2014	12.00	\$ 164.73	\$ 329.46
Romero, Maria D.	5/31/2016	7/5/2016	5.00	\$ 75.00	\$ 150.00
Salava, Matthew P.	5/20/2013	7/5/2016	163.14	\$ 2,765.15	\$ 5,530.30
Shriver, Richard A.	2/28/2014	7/5/2016	122.57	\$ 1,822.57	\$ 3,645.14
Smith, Becky J.	12/27/2013	7/5/2016	131.57	\$ 1,965.99	\$ 3,931.98
Smith, LaRee D.	5/20/2013	11/20/2015	130.57	\$ 1,844.53	\$ 3,689.06
Smith, Tabatha A.	6/6/2014	9/12/2014	14.00	\$ 189.00	\$ 378.00
Somody, Denise M.	5/20/2013	10/17/2014	73.57	\$ 1,132.91	\$ 2,265.82
Steinman, Courtney A.	8/23/2013	5/15/2015	90.00	\$ 1,260.20	\$ 2,520.40

EMPLOYEE	START	END	WEEKS	OVERTIME	TOTAL
Stewart, Christine M.	10/9/2015	12/4/2015	8.00	\$ 117.00	\$ 234.00
Suggs, Devante M.	11/13/2015	1/22/2016	10.00	\$ 142.70	\$ 285.40
Taylor, Angela M.	5/20/2013	12/20/2013	30.57	\$ 424.41	\$ 848.82
Tribbie, Kerry M.	12/12/2014	10/30/2015	46.00	\$ 697.76	\$ 1,395.52
Vitale, Michelle M.	6/5/2015	7/5/2016	56.57	\$ 857.38	\$ 1,714.76
Walker, Bethany C.	5/20/2013	10/18/2013	21.57	\$ 307.37	\$ 614.74
Wheeler Jr., Gerald L.	11/27/2015	1/8/2016	6.00	\$ 87.75	\$ 175.50
Williams, Milesia J.	4/11/2014	2/27/2015	46.00	\$ 665.85	\$ 1,331.70
Williams, Shyierra L.	6/20/2014	5/22/2015	48.00	\$ 633.80	\$ 1,267.60
Wise, Sarah R.	1/22/2016	7/5/2016	23.57	\$ 349.15	\$ 698.30
Woods, Courtney D.	6/27/2016	7/5/2016	1.14	\$ 16.71	\$ 33.42
Wright, Samuel W.	5/20/2013	7/11/2014	59.57	\$ 855.05	\$ 1,710.10
Zelasko Sr., Ronald J.	5/20/2013	4/4/2014	45.57	\$ 750.68	\$ 1,501.36

OPT-INS WITH INELIGIBLE DATES

O'Brien, Donald P.	11/9/2012	1/14/2013	0	\$ 100.00
Endicott, Corbett A.	7/19/12	1/20/2013	0	\$ 100.00
Sarber, Mary L.	12/20/2010	2/24/2013	0	\$ 100.00
Rodriguez, Amanda J.	3/1/2013	3/29/2013	0	\$ 100.00
Smith, Syreeta D.	9/24/2012	3/10/2013	0	\$ 100.00

SUMMARY

Class Proceeds	\$ 133,088.96
Service Payment/Gen. Release (Named Pl. Hamric)	\$ 2,500.00
Fees & Costs	\$ 149,411.04
Total Settlement	\$ 285,000.00

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employee Claims True North Energy Did Not Pay for All Hours Worked](#)
