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14 **IN THE UNITED STATES DISTRICT COURT**
15 **DISTRICT OF ARIZONA**

16 **KENNETH COOLEY, JEREMY LEMASTER,**

17 **ROBERT NEEDHAM, and**

18 **JAMIE COLLINS, *on behalf of***

19 *themselves and all others similarly situated*

20 **Plaintiffs,**

21 **Civil Action, Case No.:** _____

22 **v.**

23 **JURY DEMANDED**

24 **AIR METHODS CORPORATION,**

25 *a Delaware Corporation*

26 **Defendant.**

27 **VERIFIED COMPLAINT FOR VIOLATION OF**
28 **THE FAIR LABOR STANDARDS ACT**

COME NOW the Plaintiffs, Mr. Kenneth Cooley, Mr. Jeremy Lemaster, Mr. Robert

1 Needham, and Ms. Jamie Collins (collectively referred to as “Plaintiffs”), on behalf of themselves
2 and all others similarly situated, by and through counsel, for his Complaint against Defendant, Air
3 Methods Corporation state as follows:

4 **NATURE OF THE COMPLAINT**

5
6 1. Plaintiffs bring this cause of action under federal law, specifically the Fair Labor Standards
7 Act (“FLSA”), 29 U.S.C. § 201, *et seq.*

8 2. Plaintiffs bring this action against Defendant, Air Methods Corporation for unpaid
9 overtime compensation, related penalties and damages, and failure to pay him for all hours worked.

10 3. Plaintiffs are current employees of Defendant and they allege that Defendant failed and
11 refused to pay the statutory required overtime premium for all hours worked over forty in a
12 designated work week.
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14 4. Defendant’s practices are in direct violation of the Fair Labor Standards Act (“FLSA”), 29
15 U.S.C. § 201, *et seq.* Plaintiffs seek declaratory relief, straight time wages equaling at least
16 minimum wage for all hours worked, overtime premiums for all hours worked over forty in any
17 given work week required, suffered, or permitted by Defendant, overtime wages for all hours
18 worked and not compensated, liquidated and/or other damages as permitted by applicable law;
19 attorneys’ fees, costs, and expenses incurred in this action.
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21 5. Defendant’s practice and policy is, and has been since at least December 2015 to willfully
22 fail and refuse to pay Plaintiffs and similarly situated employees overtime rates for “sleep” time,
23 and to willfully fail and refuse to pay an overtime premium due and owing to Plaintiffs for all
24 hours worked over forty (40) in a work week in violation of the FLSA notwithstanding the fact
25 that Plaintiffs and those similarly situated are non-exempt employees entitled to an overtime
26 premium under the FLSA.
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1 6. From approximately December 2015 to present, Plaintiffs, and those similarly situated
 2 Flight Nurses, Flight Paramedics, Senior Flight Nurses, Senior Flight Paramedics, Master Flight
 3 Nurses, Master Flight Paramedics, Regional Float Flight Nurses, Regional Float Flight
 4 Paramedics. Senior Regional Float Flight Nurses, and Senior Regional Float Flight Paramedics
 5 have worked approximately 5 or more overtime hours per week without receiving an overtime
 6 premium. Plaintiffs further allege that Defendant illegally used the sleep time exception to except
 7 hours worked from the calculation of total remuneration due to Plaintiffs and those similarly
 8 situated and total hours worked by Plaintiffs and those similarly situated for each workweek.

PARTIES

11
 12 7. Mr. Kenneth Cooley (“Mr. Cooley”) is an adult resident of San Tan Valley, Pinal County,
 13 Arizona.

14 8. Mr. Jeremy Lemaster (“Mr. Lemaster”) is an adult resident of Casper, Natrona County,
 15 Wyoming.

16 9. Mr. Robert Needham (“Mr. Needham”) is an adult resident of Eufaula, McIntosh County,
 17 Oklahoma.

18 10. Ms. Jamie Collins (“Ms. Collins”) is an adult resident of Collinsville, Washington County,
 19 Oklahoma.

20 11. Plaintiffs and those similarly situated to them are employees of Defendant for FLSA
 21 purposes.

22 12. Members of the collective action and/or prospective members are those current and former
 23 hourly rate situated Flight Nurses, Flight Paramedics, RN Flight Nurse, Regional Float Nurses,
 24 Flight Nurse Seniors, Staff Nurses, and Registered Nurses who were suffered or permitted to work
 25 by Defendant who are similarly situated to Plaintiffs and were not paid overtime wages for “sleep
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1 time” hours, which Plaintiffs assert are hours worked, and whose “sleep time” hours did not count
2 toward overtime hours.

3 13. Defendant Air Methods Corporation is a Delaware corporation doing business in Arizona,
4 and it may be reached for service through its registered agent, CT Corporation System at 3800 N
5 Central Ave Suite 460, Phoenix Arizona 85012.
6

7 14. At all relevant times complained of herein, Defendant was an employer under 29 U.S.C. §
8 203(e)(1).
9

10 **JURISDICTION AND VENUE**

11 15. This action for damages is brought pursuant to the Fair Labor Standards Act, 29 U.S.C. §
12 201, *et seq.* This Court has federal question subject matter jurisdiction pursuant to 29 U.S.C. §§
13 216(b) and 217.
14

15 16. Defendant is a legal entity and has sufficient minimum contacts with the State of Arizona
16 such that it is subject to service of process in Arizona and do business in the state of Arizona.
17 Therefore, this Court has personal jurisdiction over Defendant.

18 17. Defendant does business in the District of Arizona. Furthermore, a substantial part of the
19 events giving rise to Plaintiff’s claims occurred in the District of Arizona. Thus, pursuant to 28
20 U.S.C. § 1391(b), venue for this action properly lies in the District of Arizona.
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22 **REPRESENTATIVE ACTION ALLEGATIONS**

23 18. Plaintiffs bring this Complaint as a collective action pursuant to Section 16(b) of the FLSA,
24 29 U.S.C. § 216(b), on behalf of all persons who were, are, or will be employed by Defendant for
25 the last three years to present, from the commencement of this action, who have not been
26 compensated for all hours worked, and/or who have not been compensated at one and one half
27 times the regular rate of pay for all work performed in excess of forty hours per week.
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1 19. This Complaint may be brought and maintained as a collective action pursuant to Section
2 16(b) of the FLSA, 29 U.S.C. § 216(b), for all claims asserted by Plaintiffs because their claims
3 are similar to collective action members or putative collection action members.

4 20. Plaintiffs, collective action members, and putative collective action members are similarly
5 situated because they work as hourly employees for Defendant as situated Flight Nurses, Flight
6 Paramedics, Senior Flight Nurses, Senior Flight Paramedics, Master Flight Nurses, Master Flight
7 Paramedics, Regional Float Flight Nurses, Regional Float Flight Paramedics. Senior Regional
8 Paramedics, Senior Regional Float Flight Nurses, and Senior Regional Float Flight Paramedics they had substantially similar
9 job requirements and job duties as providers of emergency services, and were subject to
10 Defendant' common practice, policy or plan of refusing to pay employees for all hours worked,
11 failing to pay overtime wages for "sleep time" hours despite not meeting the requirements to claim
12 the exemption, failing to include "sleep time" time in hours worked up to forty (40) in a workweek
13 causing the failure to pay an overtime premium for any hours worked over forty (40) in a
14 workweek.
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18 **FACTUAL BACKGROUND**

19 21. Defendant began employing Mr. Cooley in May 2012.

20 22. Defendant employs Mr. Cooley as a senior flight paramedic.

21 23. Mr. Cooley performs work for Defendant primarily in Florence, Arizona.

22 24. Mr. Cooley also works in bases in New Mexico.

23 25. Defendant began employing Mr. Lemaster as a flight paramedic in approximately May
24 2013.
25

26 26. Mr. Lemaster was employed as a Senior Flight Paramedic until July 31, 2018.

27 27. Mr. Lemaster was a Senior Float Paramedic.
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1 28. As a Senior Float Paramedic, Mr. Lemaster worked at various bases located in Oklahoma,
2 New Mexico, Wyoming, and Texas.

3 29. Defendant employed Mr. Needham from November 2011 until February 2017.

4 30. Defendant also employed Mr. Needham from July 2017 to present.

5 31. Mr. Needham is a Flight Paramedic.

6 32. Mr. Needham works at various bases located in Oklahoma.

7 33. Defendant began employing Ms. Collins in approximately May 3, 2010.

8 34. Ms. Collins was hired as a Senior Flight Nurse.

9 35. Ms. Collins was employed as a Clinical Base Supervisor from approximately October 7,
10 2013 to July 30, 2017.

11 36. Since July 30, 2017, Ms. Collins has been employed as a Senior Flight Nurse.

12 37. Ms. Collins is a Float Nurse.

13 38. As a Float Nurse, Ms. Collins works at various bases in Oklahoma, New Mexico, and
14 Texas.

15 39. Plaintiffs and similarly situated employees are typically scheduled for twenty-four-hour
16 shifts.

17 40. Defendant generally scheduled Plaintiffs and similarly situated employees to work at least
18 two or more 24-hour shift for Defendant within a workweek.

19 41. For an eight-hour period each night Defendant places Plaintiffs and similarly situated
20 employees on sleep time.

21 42. During this "sleep time," Plaintiffs and similarly situated employees are not accruing hours
22 towards earning forty hours in the workweek for overtime purposes.

1 43. Plaintiffs do not accrue hours despite the fact that they perform work during this time
2 period.

3 44. Plaintiffs and similarly situated employees' job duties, responsibilities, and obligations
4 during sleep time do not vary from the job duties, responsibilities and obligations that they perform
5 during non-sleep time designated hours.
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7 45. Defendant fail and refuse to include sleep time hours towards forty (40) hours worked in a
8 given work week.

9 46. As a result, Defendant refused to pay Plaintiffs and similarly situated employees one and
10 one-half times their regular rate, i.e. an overtime premium, for all hours worked over forty (40) in
11 any given work week.
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13 47. Plaintiffs and similarly situated employees are non-exempt employees.

14 48. Defendant does not count Plaintiffs and similarly situated employees' sleep time towards
15 reaching forty hours per week during any given work week.

16 49. Defendant refers to these hours, described in Paragraph 48 above, as non-accruable hours.
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18 50. Since non-accruable hours are not counted towards working forty hours in a workweek,
19 Plaintiffs and similarly situated employees are not paid an overtime premium for some accruable
20 hours worked over forty in any given workweek.

21 51. In addition, after Plaintiffs and similarly situated employees work forty accruable hours
22 per week during any given work week, Defendant does not pay Plaintiffs and similarly situated
23 employees an overtime premium for hours worked over forty that Defendant considers sleep time
24 hours.
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26 52. Defendant does not meet the requirements to take the sleep time exception. 29 C.F.R. §
27 785.22.
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1 53. Defendant failed to provide Plaintiffs with adequate sleeping facilities.

2 54. Defendant failed to provide a sufficient number of beds for all employees on a shift.

3 55. Defendant failed to provide linens for each bed.

4 56. Defendant failed to provide reasonable standards of comfort.

5 57. Defendant failed to provide bathrooms with working bathing facilities at all bases.

6 58. Defendant failed to provide basic kitchen facilities at all bases.

7 59. Defendant failed to provide basic laundry facilities at all bases.

8 60. Defendant failed to provide quiet sleeping quarters.

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10 61. The failure to provide quiet sleeping quarters interfered with Plaintiff's ability to enjoy an
11 uninterrupted night's sleep.

12 62. Plaintiffs were not usually able to enjoy an uninterrupted night's sleep.

13 63. Plaintiffs were not usually able to enjoy at least five hours of sleep per night.

14 64. Defendant knew or should have known Plaintiffs' sleeping facilities were inadequate.

15 65. Plaintiffs did not clock out during sleep time.

16 66. Plaintiffs claimed sleep time hours as hours worked when they did not clock out during
17 sleep time.

18 67. Therefore, Defendant knew Plaintiffs were being suffered or permitted to work during what
19 Defendant called non-accruable sleep time.

20 68. Since Defendant did not meet the requirements to take the sleep time exception, Defendant
21 knew or should have known that Plaintiffs were being suffered or permitted to work during these
22 "sleep time" hours.

23 69. Defendant tells Plaintiffs and similarly situated employees which work assignments to
24 complete, when the assignments must be completed, and how work should be performed.
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70. Defendant has the power to hire and fire Plaintiffs and similarly situated employees.

71. Defendant controls the number of hours Plaintiffs and similarly situated employees work, the rate of pay, and the method of payment.

72. Defendant fails to compensate Plaintiffs and similarly situated employees for all time worked for Defendant.

73. Plaintiffs were required to perform other duties during non-accruable “sleep time.”

74. For instance, Plaintiffs had to perform base chores during non-accruable “sleep time.”

75. Plaintiffs had to perform mandatory online training during non-accruable “sleep time.”

76. Plaintiffs who were tasked with ordering supplies for their respective bases often had to order supplies during “sleep time.”

77. Defendant only afforded two hours to Plaintiffs to complete charting after a call to duty.

78. Plaintiffs had to finish charting during non-accruable “sleep time.”

79. Further, Plaintiffs often had to complete computer based education during sleep time or at home.

80. As a result, Plaintiffs and all others similarly situated were not paid an overtime premium for all hours worked over forty in a given workweek.

COUNT I
VIOLATION OF THE FAIR LABOR STANDARDS

81. Plaintiffs re-allege and incorporate herein the allegations contained in Paragraphs 1 through 80 as they were set forth fully herein.

82. Upon information and belief, at all relevant times, Defendant have been, and continues to be, an “employer” engaged in the interstate “commerce” and/or in the production of “goods” for “commerce” within the meaning of the FLSA, 29 U.S.C. § 203.

1 83. Upon information and belief, at all relevant times, Defendant employed and continues to
2 employ “employee[s].”

3 84. Upon information and belief, at all relevant times, Defendant had/have gross operating
4 revenues in excess of \$500,000.00 (Five Hundred Thousand Dollars).

5 85. The FLSA requires each covered employer, such as Defendant, to compensate all non-
6 exempt employees for all hours worked at an hourly rate and compensate all non-exempt
7 employees at a rate of not less than one and one-half the regular rate of pay for work performed
8 in excess of forty hours in a work week.
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10 86. Plaintiffs and similarly situated employees are not exempt from the right to receive
11 overtime pay or to be paid for all hours worked under the FLSA, including time worked during the
12 “sleep time” periods.
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14 87. Defendant failed to provide Plaintiffs with adequate sleeping facilities.

15 88. Defendant failed to provide a sufficient number of beds for all employees on a shift.

16 89. Defendant failed to provide linens for each bed.

17 90. Defendant failed to provide reasonable standards of comfort.

18 91. Defendant failed to provide bathrooms with working bathing facilities at all bases.

19 92. Defendant failed to provide basic kitchen facilities at all bases.

20 93. Defendant failed to provide basic laundry facilities at all bases.

21 94. Defendant failed to provide quiet sleeping quarters.

22 95. The failure to provide quiet sleeping quarters interfered with Plaintiff’s ability to enjoy an
23 uninterrupted night’s sleep.
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25 96. Plaintiffs were not usually able to enjoy an uninterrupted night’s sleep.

26 97. Plaintiffs were not usually able to enjoy at least five hours of sleep per night.
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1 98. Therefore, Defendant do not meet the sleep time exception to the FLSA's overtime
2 provisions. 29 C.F.R. 785.22(a).

3 99. Defendant knew or should have known Plaintiffs' sleeping facilities were inadequate.

4 100. Plaintiffs did not clock out during sleep time.

5 101. Plaintiffs claimed the sleep time hours as hours worked.

6 102. Defendant automatically deducted sleep time hours from accruable hours, i.e. hours
7 worked.

8 103. Defendant knew Plaintiffs were being suffered or permitted to work during non-accruable
9 "sleep time."
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11 104. As a result of Defendant's failure to compensate Plaintiffs and similarly situated at a rate
12 of not less than one and one-half times the regular rate of pay for all work performed in excess of
13 forty hours in a work week, Defendant violated the FLSA, including 29 U.S.C. § 207(a)(1).

14 105. Defendant's failure to compensate Plaintiffs and similarly situated employees for all
15 hours worked and to compensate them at a rate of not less than one and one-half times the
16 regular rate of pay for all work performed in excess of forty hours in a work week was not a
17 good faith violation of the FLSA under 29 U.S.C. § 260.

18 106. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the
19 meaning of 29 U.S.C. § 255(a).
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23 **COUNT II**
24 **OFF-THE-CLOCK WORK IN VIOLATION OF THE FLSA**

25 107. Plaintiffs re-allege and incorporate herein the allegations contained in Paragraphs 1 through
26 106 as they were set forth fully herein.
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1 108. Upon information and belief, at all relevant times, Defendant has been, and continues to
2 be, an “employer” engaged in the interstate “commerce” and/or in the production of “goods” for
3 “commerce” within the meaning of the FLSA, 29 U.S.C. § 203.

4 109. Upon information and belief, at all relevant times, Defendant employed and continues to
5 employ “employee[s].”

6 110. Upon information and belief, at all relevant times, Defendant had/has gross operating
7 revenues in excess of \$500,000.00 (Five Hundred Thousand Dollars).

8 111. The FLSA requires each covered employer, such as Defendant, to compensate all non-
9 exempt employees for all hours worked at an hourly rate and compensate all non-exempt
10 employees at a rate of not less than one and one-half the regular rate of pay for work performed
11 in excess of forty hours in a work week.

12 112. Plaintiffs and similarly situated employees are not exempt from the right to receive
13 overtime pay or to be paid for all hours worked under the FLSA, including time worked during the
14 “sleep time” periods.

15 113. Plaintiffs were suffered or permitted to work during “sleep time” hours.

16 114. Plaintiffs were required to perform ordinary job duties during non-accruable “sleep time.”

17 115. For instance, Plaintiffs had to perform base chores during non-accruable “sleep time.”

18 116. Plaintiffs had to perform mandatory online training during non-accruable “sleep time.”

19 117. Plaintiffs had to order supplies during “sleep time.”

20 118. Defendant only afforded two hours to Plaintiffs to complete charting after a call to duty.

21 119. Plaintiffs had to finish charting during non-accruable “sleep time.”

22 120. Defendant knew or should have known Plaintiffs were suffered or permitted to work during
23 “sleep time.”
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1 121. Hours spent performing various duties, as listed above, were not included in Plaintiffs’
2 accruable hours.

3 122. Defendant automatically deducted “sleep time” hours from hours worked.

4 123. Therefore, Plaintiffs were not paid for all hours worked.

5 124. Defendant failed to provide Plaintiffs with a mechanism to report off-the-clock hours.

6 125. As a result of Defendant’s failure to compensate Plaintiffs and similarly situated
7 employees for all hours worked and to compensate them at a rate of not less than one and one-
8 half times the regular rate of pay for all work performed in excess of forty hours in a work week,
9 Defendant violated the FLSA, including 29 U.S.C. § 207(a)(1).
10

11 126. Defendant’s failure to compensate Plaintiffs and similarly situated employees for all
12 hours worked and to compensate them at a rate of not less than one and one-half times the
13 regular rate of pay for all work performed in excess of forty hours in a work week was not a
14 good faith violation of the FLSA under 29 U.S.C. § 260.
15

16 127. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the
17 meaning of 29 U.S.C. § 255(a).
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19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs and employees similarly situated to them pray for relief as
21 follows:
22

- 23 1. A declaratory judgment that the practices complained of herein are unlawful under the
- 24 FLSA;
- 25 2. Pre-Judgment and Post-Judgment interest, as provided by law;
- 26 3. An award of money damages for unpaid wages, including liquidated damages, and
- 27 penalties in an exact amount to be determined at trial;
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- 4. Award Plaintiffs and those similarly situated costs and expenses of this action incurred herein, including reasonable attorneys’ fees and expert fees; and
- 5. Designation of this action as a collective action on behalf of the proposed members of the FLSA representative action and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class apprising them of the pendency of this action and permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b);
- 6. Designation of Plaintiffs Kenneth Cooley, Jeremy Lemaster, Jamie Collins, and Jason Needham as Representative Plaintiffs of the putative members of the FLSA representative action;
- 7. Any and all such other and further legal and equitable relief as this Court deems necessary, just, and proper.

DEMAND FOR JURY TRIAL

Plaintiffs and those similarly situated to them hereby demand a jury trial on all causes of action and claims with respect to which he has a right to jury trial.

Dated: xxxx

Respectfully Submitted,

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 Laura Ann E. Bailey, TN Bar No. 027078
 Bailey H. Dorsey, TN Bar No. 033664
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and

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Attorneys for Plaintiff

***Applications Pro Hac Vice Submitted
contemporaneously herewith.***

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

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

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

**Plaintiff(s): Kenneth Cooley ; Jeremy Lemaster ;
Robert Needham ; Jamie Collins**

Defendant(s): Air Methods Corporation

County of Residence: Pinal

County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose: Pinal

Plaintiff's Atty(s):

Defendant's Atty(s):

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9017377740**

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Memphis, Tennessee 38103
9017377740**

II. Basis of Jurisdiction:

3. Federal Question (U.S. not a party)

III. Citizenship of Principal
Parties (Diversity Cases Only)

Plaintiff:- N/A

Defendant:- N/A

IV. Origin :

1. Original Proceeding

V. Nature of Suit: **710 Fair Labor Standards Act**

VI. Cause of Action: **29 USCS Section 201 et seq.**

VII. Requested in Complaint

Class Action: **No**

Dollar Demand:

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: s/Alan G. Crone

Date: 02/07/2019

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

DECLARATION AND VERIFICATION

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I, Kenneth Cooley, verify and declare that the facts stated in the foregoing Verified Complaint for Violation of the Fair Labor Standards Act to the best of my knowledge and belief are true, and that the Complaint is not made out of levity or by collusion with the Defendants, but in sincerity and truth for the causes mentioned in the Complaint.

I also consent to and authorize my attorneys to file this case as a collective action pursuant to § 216(b) of the Fair Labor Standards Act, and I agree to fulfill the obligations and duties of a representative party, if so certified by the Court.







Kenneth Cooley

Date: 02/04/2019

TITLE	Cooley-Declaration/Verification
FILE NAME	Declaration and Verification, Cooley.pdf
DOCUMENT ID	c1e7685d50789267a0c409dc1c70961bb2d88474
STATUS	● Completed

Document History

 SENT	02/04/2019 14:25:38 UTC-6	Sent for signature to Ken Cooley (kencooley1220@gmail.com) from areed@cronelawfirmplc.com IP: 73.177.108.241
 VIEWED	02/04/2019 14:27:08 UTC-6	Viewed by Ken Cooley (kencooley1220@gmail.com) IP: 107.77.227.49
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 COMPLETED	02/04/2019 14:27:48 UTC-6	The document has been completed.

DECLARATION AND VERIFICATION

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I, Jeremy Lemaster, verify and declare that the facts stated in the foregoing Verified Complaint for Violation of the Fair Labor Standards Act to the best of my knowledge and belief are true, and that the Complaint is not made out of levity or by collusion with the Defendants, but in sincerity and truth for the causes mentioned in the Complaint.

I also consent to and authorize my attorneys to file this case as a collective action pursuant to § 216(b) of the Fair Labor Standards Act, and I agree to fulfill the obligations and duties of a representative party, if so certified by the Court.







Jeremy Lemaster

Date: 02/05/2019

TITLE	Lemaster-Verification
FILE NAME	Declaration and V...ion, Lemaster.pdf
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STATUS	● Completed

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 SIGNED	02/05/2019 12:18:01 UTC-6	Signed by Jeremy Lemaster (jlemaster1102@gmail.com) IP: 170.76.197.5
 COMPLETED	02/05/2019 12:18:01 UTC-6	The document has been completed.

DECLARATION AND VERIFICATION

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I, Jason Needham, verify and declare that the facts stated in the foregoing Verified Complaint for Violation of the Fair Labor Standards Act to the best of my knowledge and belief are true, and that the Complaint is not made out of levity or by collusion with the Defendants, but in sincerity and truth for the causes mentioned in the Complaint.

I also consent to and authorize my attorneys to file this case as a collective action pursuant to § 216(b) of the Fair Labor Standards Act, and I agree to fulfill the obligations and duties of a representative party, if so certified by the Court.







Jason Needham

Date: 02/06/2019

TITLE	Needham- Verification
FILE NAME	Declaration and V...tion, Needham.pdf
DOCUMENT ID	8cec6612feba6fda8359fe22910055f16a4031fa
STATUS	● Completed

Document History

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DECLARATION AND VERIFICATION

I, Jamie Collins, verify and declare that the facts stated in the foregoing Verified Complaint for Violation of the Fair Labor Standards Act to the best of my knowledge and belief are true, and that the Complaint is not made out of levity or by collusion with the Defendants, but in sincerity and truth for the causes mentioned in the Complaint.

I also consent to and authorize my attorneys to file this case as a collective action pursuant to § 216(b) of the Fair Labor Standards Act, and I agree to fulfill the obligations and duties of a representative party, if so certified by the Court.







Jamie Collins

Date: 02/06/2019

TITLE	Collins-Verification
FILE NAME	Declaration and V...tion, Collins.pdf
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