

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Gregory Wrightsman,	:	
	:	
<i>Individually and on behalf of</i>	:	
<i>all others similarly situated,</i>	:	
	:	
Plaintiff,	:	Case No. 4:24-cv-1025
	:	
v.	:	
	:	
Warren Township, Trumbull County,	:	Judge
	:	
<i>and</i>	:	
	:	
Warren Township Trustees,	:	
	:	
Defendants	:	<i>Jury Demand Endorsed Hereon</i>
	:	

PLAINTIFF’S COLLECTIVE ACTION COMPLAINT

INTRODUCTION

1. The Fair Labor Standards Act of 1938, as amended (the “FLSA”), 29 U.S.C. § 201, *et seq.*, is a broadly remedial and humanitarian statute designed to correct “labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficiency, and general well-being of workers[.]” 29 U.S.C. § 202(a), as well as “to protect all covered workers from substandard wages and oppressive working hours.” *Barrentine v. Ark Best Freight Sys. Inc.*, 450 U.S. 728, 739 (1981). The FLSA required Defendants to pay all non-exempt employees at least one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours each workweek. 29 U.S.C. § 207.

2. Plaintiff brings this case to challenge the practices and policies of Defendants that willfully violate the FLSA, 29 U.S.C. §§ 201-219.

3. Plaintiff brings this case as an FLSA collective action pursuant to 29 U.S.C. §

216(b) which provides that “[a]n action to recover the liability... may be maintained against any employer ... by any one or more employees for and in behalf of himself or themselves and other employees similarly situated... [who] gives his consent in writing to become such a party and such consent is filed in the court in which such action is brought.”

4. Plaintiff and other Opt-In Plaintiffs now seek to exercise their rights to unlawfully unpaid overtime wages and additional statutory liquidated damages in this matter, other penalties and compensation available under federal law, in addition to prejudgment and post-judgment interest, costs and attorneys’ fees incurred in prosecuting this action, the employer’s share of relevant taxes, and such further relief as the Court deems equitable and just.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

6. Venue is proper in this Judicial District and Division, pursuant to 28 U.S.C. § 1391(b), because Defendants are located in this Judicial District and/or all (or a substantial part) of the events or omissions giving rise to Plaintiff’s claims occurred here.

PARTIES

7. Plaintiff is an individual, a citizen of the United States, and resides in Niles, Ohio, Trumbull County. Plaintiff has completed an “Opt-In Consent Form,” which is attached as Exhibit A to this Complaint and incorporated by reference herein (providing, in part, that “I hereby authorize the filing and prosecution of claims in my name and on my behalf, to contest the failure of Defendants, and/or their parents, subsidiaries, predecessors, successors, ownership, affiliated, and related entities and/or persons, to pay me proper wages, including overtime wages, under

federal and/or state law”).

8. Defendant, Warren Township, Trumbull County, Ohio (“Warren Township”), is a municipality or political subdivision located in Trumbull County, Ohio. All references to this Defendant includes its employees, board members, officers, and agents as such references are permitted by law. At all relevant times, Warren Township was an “employer” of Plaintiff and other Opt-In Plaintiffs employers pursuant to 29 U.S.C. § 203(d) and (x).

9. Defendant, Warren Township Trustees (“Trustees”), is the legislative and administrative body responsible for the administration, operation and organization of Defendant, Warren Township. All references to this Defendant includes its employees, board members, officers, and agents as such references are permitted by law. At all relevant times the Trustees was an “employer” of Plaintiff and other Opt-In Plaintiffs employers pursuant to 29 U.S.C. § 203(d) and (x).

FACTUAL ALLEGATIONS

Defendants’ Business and Defendants’ Status as an Employer

10. Defendants utilize non-exempt employees, including Plaintiff and other Opt-In Plaintiffs.

11. At all times relevant, Defendants were employers of Plaintiff and other Opt-In Plaintiffs as Defendants exercised the power to hire or fire employees; supervised and controlled the employees’ work or conditions of employment; determined employees’ rates and methods of payment; and maintained or were required to maintain records, including employment records.

Plaintiff's and other Opt-In Plaintiffs'
Non-Exempt Employment Statuses with Defendants

12. Plaintiff has been employed by Defendants since approximately 2016 to the present as a non-exempt employee. Plaintiff's job title is Lieutenant/Firefighter/EMT.

13. At all times relevant, Plaintiff and other Opt-In Plaintiffs were employees within the meaning of 29 U.S.C. § 203(e).

14. At all times relevant, Plaintiff and other Opt-In Plaintiffs were employees engaged in commerce within the meaning of 29 U.S.C. § 207.

15. Throughout their employment, Defendants classified and paid Plaintiff, as well as other Opt-In Plaintiffs, as non-exempt employees.

Defendants' Unlawful Failure to Pay Overtime Compensation as a Result of Defendants'
Failure to Pay for All Hours, Including Overtime Hours, Worked

16. The FLSA required Defendants to pay overtime compensation to their employees at the rate of one and one-half times the regular rate of pay for the hours they worked in excess of forty (40), as well as provided other pay requirements as applicable. 29 U.S.C. § 207.

17. Plaintiff and other Opt-In Plaintiffs regularly worked more than forty (40) hours in a single workweek.

18. Although Defendants suffered and permitted Plaintiff and other Opt-In Plaintiffs to work more than forty (40) hours per workweek, Defendants failed to pay Plaintiff and other Opt-In Plaintiffs overtime at a rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a workweek. As a result, Plaintiff and other Opt-In Plaintiffs were willfully not properly paid overtime compensation for their overtime hours worked as required by the FLSA, 29 U.S.C. § 207.

19. As provided by the FLSA and regulations that have the force of law, "in general,

the period between the commencement and completion on the same workday of an employee's principal activity or activities" is considered compensable, a principle known as the continuous workday doctrine. 29 C.F.R. § 790.6(b) ("If an employee is required to report at the actual place of performance of his principal activity at a certain specific time, his 'workday' commences at the time he reports there for work in accordance with the employer's requirement, even though through a cause beyond the employee's control, he is not able to commence performance of his productive activities until a later time."); *see IBP, Inc. v. Alvarez*, 546 U.S. 21, 28 (2005).

20. Plaintiff and other Opt-In Plaintiffs regularly work and perform the principal activities of their jobs but Defendants do not pay them for all of their time worked prior to, at the beginning, during, at the end, and after their workdays as further described below.

21. While Plaintiff and other Opt-In Plaintiffs regularly worked significant amounts of time prior to, at the beginning, during, at the end, and after their workdays when they were paid on an hourly basis, they were paid based on incomplete and improper records submitted to payroll as required by Defendants' management. Defendants did not pay non-exempt employees hourly wages for some types of work. Instead, Defendants paid employees an hourly wage for some work, and based on "per call," akin to a "piece work" method of payment, for other work. *See* 29 C.F.R. § 778.111.

22. As Plaintiff and other Opt-In Plaintiffs were paid based on "per call" for some work completed, and were therefore not paid for all hours for training (as further described below), were not paid for time worked between "per calls," were not paid for time worked after or before "calls" during which these employees were required to perform other integral and indispensable activities, and were not paid for time worked between "runs" while these employees were traveling between locations, Defendants consistently failed to pay Plaintiff and other Opt-In Plaintiffs for all hours,

including overtime hours, worked, including times worked outside of the “runs,” as a result of Defendants’ “per call” payment policies and practices.

23. Defendants’ pay practices were the result of systematic and companywide policies originating at the management/directorial level.

24. As a result, Plaintiff and other Opt-In Plaintiffs were not paid for all hours worked, including overtime hours worked. As a result of the time underpayment practices and policies employed by Defendants, their practices resulted in a system that virtually always resulted in less time paid than time worked to the detriment of Plaintiff and other Opt-In Plaintiffs.

25. Although the additional pre-shift, during-shift, and post-shift work was compensable under the FLSA, the work was required by Defendant and the nature and volume of the work performed, the work was performed for Defendants’ benefit and constituted part of employees’ principal activities, and/or was a necessary and indispensable part of their principal activities, it was not paid as hours worked as required by the FLSA.

26. In addition, Plaintiff and other Opt-In Plaintiffs regularly perform and attend training and orientation required by Defendants. However, Defendants do not pay them for all of time spent performing and attending training and orientation.

27. Defendants’ failure to ensure proper recordation of time and Defendants’ failure to pay overtime as a result of the time underpayment practices resulted from knowing or reckless executive/directorial decisions. In addition, by denying Plaintiff and other Opt-In Plaintiffs overtime compensation as required by the FLSA, Defendants’ acts were not based upon good faith. Through legal counsel as well as experience and custom, Defendants possessed ample access to the regulations and statutory provisions requiring the necessity of proper time recording and payment systems, including accurate timekeeping practices, as well as the proper and prompt

payment of overtime compensation under the provision of laws recited in this Complaint, but either failed to seek out such information and guidance or did seek out the information and guidance but failed to adhere to the principles of compliance as required. Defendants therefore knew about the overtime compensation requirements of the FLSA or acted in reckless disregard as to Defendants' obligations under the FLSA.

28. Defendants, through their supervisors, directors, and managers, knew that Plaintiff and other Opt-In Plaintiffs were working the additional time for which they were not paid. As a result of Defendants' time underpayment practices and policies, Defendants' actions were deliberate and willful within the meaning of the FLSA and Defendants lacked a good faith basis for its actions.

29. Moreover, although Defendants suffered and permitted Plaintiff and other Opt-In Plaintiffs to work more than forty (40) hours per workweek, Defendants failed to pay Plaintiff and other Opt-In Plaintiffs overtime at a rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a workweek. As a result, Plaintiff and other Opt-In Plaintiffs were not paid overtime for all of their overtime hours worked as required by the FLSA, 29 U.S.C. §§ 201, *et seq.*

30. Defendants consistently, willfully, and intentionally failed to pay Plaintiff and other Opt-In Plaintiffs for all hours, including overtime hours, worked, at the statutory overtime rate required. 29 U.S.C. § 207.

31. Defendants' failure to compensate Plaintiff and other Opt-In Plaintiffs for hours worked more than forty (40) hours per week at "one and one-half times" the employees' "regular rate[s]" of pay violates the FLSA, 29 U.S.C. § 207.

**Defendants' Unlawful Failure to Include
All Required Remuneration in the Regular Rate**

32. Defendant incorrectly calculated Plaintiff's and other Opt-In Plaintiffs' overtime rates for hours worked in excess of forty (40) hours in a workweek. This resulted from Defendants' failure to incorporate forms of required remuneration which Defendants paid to its workers into the regular rate when calculating overtime. This includes (but is not limited to) non-discretionary compensation for other job tasks completed.

33. For example, Plaintiff and other Opt-In Plaintiffs received compensation when they performed firefighter services, EMT services, piece work services, training, and orientation. However, Defendants did not include these forms of compensation that were paid to Plaintiff and other Opt-In Plaintiffs in their regular rates when calculating their overtime pay even though Plaintiff and other non-exempt employees received this compensation in pay periods in which they also worked in excess of forty (40) hours per workweek.

34. For example Plaintiff performed IT services for Defendant that were paid on a "salary" basis. However, Defendants did not include this compensation in Plaintiff's regular rate when calculating his overtime pay even though Plaintiff earned this compensation in pay periods in which he also worked in excess of forty (40) hours per workweek.

35. 29 C.F.R. § 778.115 controls the payment of overtime when employees are paid at two or more rates:

Where an employee in a single workweek works at two or more different types of work for which different non-overtime rates of pay (of not less than the applicable minimum wage) have been established, his regular rate for that week is the weighted average of such rates. That is, his total earnings (except statutory exclusions) are computed to include his compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all jobs.

36. The non-discretionary compensation that Plaintiff and other Opt-In Plaintiffs received was nondiscretionary because this compensation was based on objective, predetermined,

and measurable criteria, induced workers to work more efficiently or productively or at undesirable hours, and because Plaintiff and other Opt-In Plaintiffs expected to receive the non-discretionary compensation and did in fact receive the non-discretionary compensation on a regular basis. Defendants inform Plaintiff and other Opt-In Plaintiffs of the compensation upon hiring or otherwise during their employments.

37. Moreover, while the FLSA, 29 U.S.C. § 207(e), requires that all forms of remuneration “paid to, or on behalf of, the employee,” as a result of Defendants’ failure to incorporate all non-discretionary compensation into the determination of Plaintiff’s and other Opt-In Plaintiffs’ regular rates for purposes of calculating overtime rates for hours worked in excess of forty (40) in a given workweek, Plaintiff and other Opt-In Plaintiffs were deprived of earned overtime pay at the proper overtime rate in violation of the FLSA, 29 U.S.C. § 207.

38. Defendants’ failure to compensate Plaintiff and other Opt-In Plaintiffs for hours worked more than forty (40) hours per week at “one and one-half times” the employees’ “regular rate[s]” of pay – as a result of Defendants’ unlawful failure to include required remuneration in the regular rate – constitutes a knowing and willful violation of the FLSA, 29 U.S.C. § 207.

Defendants’ Record Keeping Violations

39. The FLSA required Defendants to maintain accurate and complete records of employees’ time worked and amounts earned and paid. 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.2, 516.5, 516.6, 516.7.

40. For example, federal regulations require employers to make and keep payroll records showing information and data such as the employee’s name, occupation, time of day and day of week which the workweek begins, regular hourly rate of pay for any week in which overtime compensation is due, hours worked each workday and total hours worked each workweek, total

daily or weekly straight time earnings, total premium pay for overtime hours, total wages paid each pay period and date of payment and pay period covered by the payment. 29 C.F.R. § 516.2.

41. Defendants failed to keep accurate records of hours worked of employees, including Plaintiff and other Opt-In Plaintiffs. Thus, Defendants did not record or pay all hours worked in violation of the FLSA.

The Willfulness of Defendants' Violations

42. In addition to the above allegations demonstrating the willfulness of Defendants' wage violations as provided for above, Defendants knew that Plaintiff and other Opt-In Plaintiffs were entitled to overtime compensation under federal law or acted in reckless disregard for whether they were so entitled.

43. By denying Plaintiff and other Opt-In Plaintiffs overtime compensation as required by the FLSA, Defendants' acts were not based upon good faith. Through legal counsel as well as industry experience and custom, Defendants possessed ample access to the regulations and statutory provisions requiring the proper and prompt payment of overtime compensation under federal law, as recited in this Complaint, but either failed to seek out such information and guidance or did seek out the information and guidance but failed to adhere to the principles of compliance as required. Defendants therefore knew about the overtime compensation requirements of the FLSA, or acted in reckless disregard as to Defendants' obligations under these laws.

44. Defendants intentionally, knowingly, and willfully circumvented the requirements of the FLSA.

45. Plaintiff and other Opt-In Plaintiffs are therefore entitled to liquidated damages equal to the amount of all unpaid overtime compensation, pursuant to 29 U.S.C. § 260.

46. The above payroll practices resulted in knowing and willful overtime violations of

the FLSA, 29 U.S.C. §§ 201-219; and resulted in the unlawful deprivation of wages to the benefit of Defendants and to the detriment of Defendants' employees, including Plaintiff and other Opt-In Plaintiffs.

FLSA COLLECTIVE OVERTIME ALLEGATIONS

47. Plaintiff incorporates by reference the foregoing allegations as if fully rewritten herein.

48. Plaintiff brings this case under the FLSA, 29 U.S.C. § 216(b), which provides that “[a]n action to recover the liability” prescribed by the FLSA “may be maintained against any employer ... by any one or more employees for and in behalf of himself or themselves and other employees similarly situated.”

49. Plaintiff brings this case on behalf of a group of employees of Defendants (referred to herein as the “Opt-In Plaintiffs”) who assert claims under the overtime provisions of the FLSA, 29 U.S.C. § 201, *et seq.* The potential “Opt-In Plaintiffs” who are “similarly situated” to Plaintiff with respect to Defendants’ FLSA violations include:

All present and former firefighters, emergency medical technicians, paramedics, and employees with similar job titles and/or duties of Defendants during the period of three years preceding the commencement of this action to the present who worked overtime hours during one or more workweeks and who were not paid overtime compensation at one and one-half times the employees’ regular rate of pay for all hours worked in excess of forty (40) hours per workweek.¹

50. Such persons are “similarly situated” with respect to Defendants’ FLSA overtime violations, as to the collective group of employees identified above, in that all were non-exempt employees of Defendants, all were subjected to and injured by Defendants’ unlawful practice of failing to pay overtime compensation for all hours worked in excess of forty (40) per workweek,

¹ Plaintiff reserves the right to amend and refine the definition of the Opt-In Plaintiffs group members he seeks to have the Court serve notice based upon further investigation and discovery.

and all have the same claims against Defendants for unpaid overtime compensation as well as for liquidated damages, attorneys' fees, and costs.

51. Plaintiff and potential Opt-In Plaintiffs, having willfully been not paid at least the federal and overtime wage for the overtime hours they worked for Defendants pursuant to the common policies described herein, are "similarly situated" as that term is used in 29 U.S.C. § 216(b) and the associated decisional law. *See* 29 U.S.C. § 207.

52. Plaintiff and other potential Opt-In Plaintiffs are similarly situated because, among other reasons, Plaintiff as well as the other potential Opt-In Plaintiffs, are owed approximately hundreds of overtime hours when working for Defendants and for Defendants' benefit for which they were not paid overtime compensation as a result of Defendants' policies, and practices in conformity with these policies, that lead to less time paid than time worked.

53. Plaintiff and potential Opt-In Plaintiffs have been similarly affected by the FLSA overtime violations of Defendants in one or more workweeks during the relevant time period, which amount to a single decision, policy, or plan to willfully avoid paying all earned federal overtime wages.

54. Plaintiff and potential Opt-In Plaintiffs have been damaged by Defendants' willful refusal to pay at least the federal overtime wage for all overtime hours worked. As a result of Defendants' willful FLSA violations, Plaintiff and potential Opt-In Plaintiffs are similarly situated in that each is entitled to damages, including, but not limited to, unpaid wages, liquidated damages, costs, and attorneys' fees.

55. Throughout his employment with Defendants, Plaintiff was subjected to the same timekeeping and payroll policies and practices by Defendants – including the time underreporting and underpayment policies, and practices in conformity with these policies/practices, that led to

less time paid than time worked – that other potential Opt-In Plaintiffs were subjected to.

56. Plaintiff is similarly situated to potential Opt-In Plaintiffs and will prosecute this action vigorously on their behalf.

57. Plaintiff is entitled to send notice to all potential Opt-In Plaintiffs pursuant to Section 216(b) of the FLSA. Identification of potential Opt-In Plaintiffs is readily available from the timekeeping and compensation records, including timekeeping and payroll data, maintained by Defendants. For the purpose of notice and other purposes related to this action, their names, addresses, email addresses, and phone numbers are readily available from Defendants. Notice can be provided by means permissible under the FLSA and decisional law.

58. Immediate, prompt notice of this matter to similarly situated persons pursuant to 29 U.S.C. § 216(b) – by Court order – is proper and necessary so that such persons may be sent a Court-authorized notice informing them of the pendency of this action and giving them the opportunity to “opt in.”

59. Court Supervised Notice pursuant to 29 U.S.C. § 216(b) to potential Opt-In Plaintiffs is appropriate because they have been subjected to the common business practices referenced in the paragraphs above, and the success of their claims depends upon the resolution of common issues of law and fact, including, *inter alia*, whether Defendants satisfied the FLSA’s requirements for payment of the statutory overtime wages.

60. The precise size and identity of the group of potential Opt-In Plaintiffs are readily ascertainable from the payroll records, timekeeping records, and/or employee and personnel records of Defendants that they were required to maintain, pursuant to the FLSA. Plaintiff cannot yet state the exact number of similarly-situated persons but avers, upon information and belief, that the group of potential Opt-In Plaintiffs consist of approximately 50 persons.

COUNT ONE
(FLSA Overtime Violations)
On Behalf of Plaintiff and Other Opt-In Plaintiffs who
Join this Action Pursuant to 29 U.S.C. § 216(b)

61. Plaintiff incorporates by reference the foregoing allegations as if fully rewritten herein.

62. Plaintiff brings this claim for violation of the FLSA's overtime provisions on behalf of himself and other Opt-In Plaintiffs who may join this case pursuant to 29 U.S.C. § 216(b).

63. The FLSA requires that non-exempt employees receive overtime compensation of "not less than one and one-half times" the employees' "regular rate" of pay. 29 U.S.C. § 207(a)(1).

64. Plaintiff and other Opt-In Plaintiffs should have been paid overtime wages in the amount of 150% of their "regular rate" for all hours worked in excess of forty (40) hours per workweek.

65. Defendants did not pay overtime compensation to Plaintiff and other Opt-In Plaintiffs at the rate of one and one-half times their regular rate for all of their overtime hours suffered or permitted to work by Defendants.

66. Defendants knowingly, willfully, and/or in reckless disregard carried out an illegal pattern and practice of failing to pay Plaintiff and other Opt-In Plaintiffs overtime compensation. Defendants' deliberate failure to pay overtime compensation to Plaintiff and other Opt-In Plaintiffs was neither reasonable, nor was the decision not to pay overtime compensation made in good faith. By engaging in these practices, Defendants willfully violated the FLSA and regulations thereunder that have the force of law.

67. As a result of Defendants' willful violations of the FLSA, Plaintiff and other Opt-In Plaintiffs were injured in that they did not receive wages due to them pursuant to the FLSA. 29

U.S.C. § 216(b) entitles Plaintiff and other Opt-In Plaintiffs to an award of “unpaid overtime compensation” as well as “an additional equal amount as liquidated damages.” 29 U.S.C. § 216(b) further provides that “[t]he court ... shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney’s fee to be paid by the defendant, and costs of the action.”

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, and all other Opt-In Plaintiffs, respectfully prays that this Honorable Court:

- A. Promptly order Defendants to provide all relevant policies and procedures regarding timekeeping and compensation, as well as all payroll, timekeeping, and other relevant records, necessary to determine similarly situated individuals;
- B. Promptly order Defendants to provide all contact information, including but not limited to names, dates of employment, addresses, telephone numbers, and email addresses, of similarly situated individuals;
- C. Prompt issuance of Court-approved notice to similarly-situated persons informing them of this action and enabling them to opt in;
- D. Tolling of the statute of limitations, *freely*, to all would-be Opt-In Plaintiffs under the FLSA to the date this matter was initially filed;²
- E. Enter judgment against Defendants, and in favor of Plaintiff, the Opt-Ins who join this case pursuant to 29 U.S.C. § 216(b);
- F. Award compensatory damages to Plaintiff, the Opt-Ins who join this case pursuant to 29 U.S.C. § 216(b) in the amount of their unpaid overtime wages, as well as liquidated damages in an equal amount, in addition to penalty damages;
- G. Order Defendant to pay Plaintiff and opt-in Plaintiffs damages, in an amount to be proven at trial, in excess of \$250,000.00;
- H. Award Plaintiff and other Opt-In Plaintiffs prejudgment interest, post-judgment interest, costs, and attorneys’ fees incurred in prosecuting this action, expert fees, as well as statutory damages and an award of damages representing Defendants’

² *Clark v. A&L Homecare & Training Ctr., LLC*, No. 22-3101/3102, 2023 U.S. App. LEXIS 12365, at *26 (6th Cir. May 19, 2023) (holding, by majority concurrence, that “given the court’s new standard, district courts should freely grant equitable tolling to would-be opt-in plaintiffs.”)

employers' share of FICA, FUTA, state unemployment insurance, and any other required employment taxes; and

I. Enter such other and further relief as this Court deems equitable, just, and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

/s/ Mark W. Biggerman
Mark W. Biggerman (0064092)

Respectfully submitted,

/s/ Mark W. Biggerman

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Attorneys for Plaintiff and Opt-In Plaintiffs

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

Gregory A. Wrightsman

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Mark W. Biggerman, 29325 Chagrin Blvd., Suite 305, Pepper Pike, Ohio 44122, (216) 831-4935; Lawrence Mays, 9325 Chagrin Blvd., Suite 305, Pepper Pike, Ohio 44122, (216) 208-1287

DEFENDANTS

Warren Township, Trumbull County, Ohio and Warren Township Trustees

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

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

Attorneys (If Known)

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

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): Fair Labor Standards Act, 29 U.S.C. § 201, et seq. Brief description of cause: Failure to pay overtime

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 250,000 CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE June 18, 2024 SIGNATURE OF ATTORNEY OF RECORD /s/ Mark W. Biggerman

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 is a **REFILED** case was **PREVIOUSLY REMANDED**

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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Gregory Wrightsman,

*Individually and on behalf of
all others similarly situated,*

Plaintiff,

v.

Warren Township, Trumbull County,

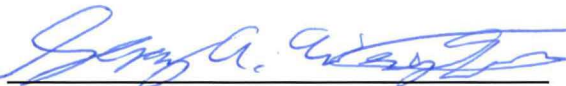
and

Warren Township Trustees,

Defendants

OPT-IN CONSENT FORM

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf, to contest the failure of Warren Township, Trumbull County and Warren Township Trustees and/or their predecessors, successors, affiliated, and related entities, to pay me proper wages, including but not limited to minimum wages, under federal and/or state law. I appoint Mark Biggerman and Lawrence Mays to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, and all other matters pertaining to this lawsuit. I understand that by filing this Consent Form I will be bound by the judgment of the Court on all issues in this case.



SIGNATURE

Gregory Wrightsman

PRINT NAME

06/18/2024

DATE