

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

CHAD ALLEN CRANK and RICKEY	*	
WHITNEY, on behalf of themselves	*	
and all those similarly-situated	*	
who consent to representation,	*	CIVIL ACTION NO: 3:15-cv-01057-CMC
	*	
Plaintiffs,	*	
	*	
v.	*	FLSA COLLECTIVE ACTION
	*	
ELAUWIT, LLC, ELAUWIT NETWORKS,	*	
LLC, and ELAUWIT STAFFING, LLC,	*	
	*	JURY TRIAL DEMANDED
Defendants.	*	

COMPLAINT

Come now, the above-named Plaintiffs, and file their Complaint against the above-named Defendants on the following grounds:

INTRODUCTION

1.

This is an action brought pursuant to the Fair Labor Standards Act (hereinafter referred to as the "FLSA"), codified at 29 U.S.C. § 201 *et seq.*, for violations of overtime and wage and hour laws.

JURISDICTION

2.

The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331.

3.

Defendants are an "employer" in an industry affecting commerce as defined by 29 U.S.C. § 203(d).

4.

Defendant Elauwit, LLC, (hereinafter referred to as "Elauwit") is a South Carolina limited liability company doing business within the State of South Carolina, maintaining its corporate and principal office at 220 Outlet Pointe Boulevard, Columbia, South Carolina 29210. This Court has personal jurisdiction over Defendant Elauwit.

5.

Defendant Elauwit Networks, LLC, (hereinafter referred to as "Elauwit Networks") is a South Carolina limited liability company doing business within the State of South Carolina, maintaining its corporate and principal office at 220 Outlet Pointe Boulevard, Columbia, South Carolina 29210. This Court has personal jurisdiction over Defendant Elauwit Networks.

6.

Defendant Elauwit Staffing, LLC, (hereinafter referred to as "Elauwit Staffing") is a South Carolina limited liability company doing business within the State of South Carolina, maintaining its corporate and principal office at 220 Outlet Pointe Boulevard, Columbia, South Carolina 29210. This Court has personal jurisdiction over Defendant Elauwit Staffing.

VENUE

7.

Defendants reside within the Columbia Division of the District of South Carolina. All action alleged herein occurred within the Columbia Division of the District of South Carolina. Venue in the Columbia Division of the District of South Carolina is proper for the Defendants under 28 U.S.C. § 1391(b) and (c).

THE PARTIES

8.

Plaintiff Crank is a citizen of the United States who resides in North Augusta, South Carolina.

9.

From approximately July 2009 until October 2014, Plaintiff Crank was employed by Defendants in the position of Field Technician.

10.

Plaintiff Whitney is a citizen of the United States who resides in Columbia, South Carolina.

11.

From approximately March 2012 until October 2014, Plaintiff Whitney was employed by Defendants in the position of Field Technician.

12.

Plaintiffs bring their FLSA claim as a collective action on behalf of themselves and on behalf of all current or former similarly-situated Field Technicians who consent to join this action as party plaintiffs under 29 U.S.C. § 216(b).

13.

A similarly-situated Field Technician means all persons working for Defendants employed or previously employed in the position of Field Technician, who worked hours in excess of forty (40) hours per week, were not paid overtime wages; and who worked for Defendants in the United States at any time between March 4, 2012 to the present.

14.

Defendant Elauwit is a for-profit South Carolina limited liability company doing business within the State of South Carolina and is subject to the jurisdiction of this Court. Defendant Elauwit may be served with summons and process by service upon its registered agent, Robert Rikard, at 1803 Hampton Street, Columbia, South Carolina 29201.

15.

Defendant Elauwit Networks is a for-profit South Carolina limited liability company doing business within the State of South Carolina and is subject to the jurisdiction of this Court. Defendant Elauwit Networks may be served with summons and process by service upon its registered agent, Elauwit, LLC, at 220 Outlet Pointe Boulevard, Columbia, South Carolina 29210.

16.

Defendant Elauwit Staffing is a for-profit South Carolina limited liability company doing business within the State of South Carolina and is subject to the jurisdiction of this Court. Defendant Elauwit Staffing may be served with summons and process by service upon its registered agent, Elauwit, LLC, at 180 Meeting Street, Suite 350, Charleston, South Carolina 29401.

FACTS

17.

Defendants are all South Carolina limited liability companies doing business within the State of South Carolina, and other states of the United States of America.

18.

Defendant Elauwit operates as a media and technology company, which includes providing fiber optic networking services.

19.

Defendant Elauwit provides fiber optic networking services through Defendant Elauwit Networks and Defendant Elauwit Staffing.

20.

Defendant Elauwit is the registered agent for both Defendant Elauwit Networks and Defendant Elauwit Staffing.

21.

Defendant Elauwit Networks and Defendant Elauwit Staffing both have the same principal office address located at 220 Outlet Pointe Boulevard, Columbia, South Carolina 29210.

22.

Taylor Jones is the General Manager for Defendant Elauwit Networks for Defendant Elauwit Staffing.

23.

Taylor Jones is the Chief Technology Officer for Defendant Elauwit Networks.

24.

The Plaintiffs' day-to-day supervision operated under the chain of command of Taylor Jones.

25.

Defendants have interrelated operations, centralized control of labor, use common management, and maintain common ownership and/or financial controls.

26.

Defendants operate as a single enterprise in paying the Plaintiffs, making employment decisions, including the wage and hour violations involved in this action.

27.

Defendant Elauwit controls, oversees, and directs the day-to-day operation of Defendant Elauwit Networks for Defendant Elauwit Staffing, including the terms and conditions of the Plaintiffs' employment and paying the Plaintiffs.

28.

Defendant Elauwit controls, oversees, and directs the day-to-day operation of Defendant Elauwit Networks for Defendant Elauwit Staffing and their employees, including the Field Technicians.

29.

In his position as a Field Technician, Plaintiff Crank's duties were manual labor consisting of travelling to work locations, digging ditches, running pipe, running wire, and terminating the wire.

30.

In his position as a Field Technician, Plaintiff Whitney's duties were manual labor consisting of travelling to work locations, digging ditches, running pipe, running wire, and terminating the wire.

31.

In his position as a Field Technician, Plaintiff Crank performed non-exempt duties as defined by the FLSA.

32.

In his position as a Field Technician, Plaintiff Whitney performed non-exempt duties as defined by the FLSA.

33.

Throughout their employment, the Plaintiffs routinely worked greater than forty (40) hours per week in their employment with Defendants.

34.

Throughout their employment, the Plaintiffs have been paid a salary, and not paid an hourly rate.

35.

Throughout their employment, the Plaintiffs have not been paid overtime wages for the hours that they worked in excess of forty (40) hours per week.

36.

The Plaintiffs' duties are not FLSA exempt duties.

37.

The Defendants have failed to comply with the FLSA and pay its Field Technicians overtime wages, despite fully knowing that they are in violation of the FLSA.

38.

Plaintiffs are due retroactive payments and liquidated damages for overtime wages for hours worked beyond forty (40) hours per week.

COUNT ONE: FLSA FAILURE TO PAY OVERTIME WAGES

39.

Plaintiffs incorporate herein paragraphs 1 through 38 of their Complaint.

40.

The job duties performed by Plaintiffs while employed with Defendants are not exempt job duties under the overtime provisions of the FLSA.

41.

Defendants have failed to pay Plaintiffs one and one-half times the regular rate of pay for all hours worked in excess of forty (40) hours per week, in violation of 29 U.S.C. § 207(a)(1).

42.

Defendants' conduct entitles Plaintiffs to the amount of their unpaid overtime compensation.

COUNT TWO: FLSA LIQUIDATED DAMAGES

43.

Plaintiffs incorporate herein paragraphs 1 through 42 of their Complaint.

44.

Defendants' conduct is not grounded in good faith and on reasonable grounds, thereby entitling the Plaintiffs to liquidated damages pursuant to 29 U.S.C. § 260.

PRAYER FOR RELIEF

45.

Wherefore, the Plaintiffs pray for a judgment as follows:

1. That the Court grant full back pay for unpaid hourly wages and overtime wages owed to the Plaintiffs;
2. That the Court grant Plaintiffs liquidated damages under the FLSA;
3. That the Court grant Plaintiffs pre-judgment interest;
4. That the Court find that Defendants willfully violated the FLSA so that a three (3) year limitation period applies to this case;
5. That the Court grant Plaintiffs expenses of litigation, including reasonable attorneys' fees, pursuant to the FLSA;
6. That the Court grant Plaintiffs a jury trial;
7. That the Court grant Plaintiffs all other relief the Court deems just and proper; and,

8. That the Court grant temporary, preliminary, and permanent injunctive relief prohibiting Defendants from engaging in further violations of the FLSA.

Respectfully submitted this 4th day of March 2015.

**LAW OFFICES OF KEVIN S.
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