

NO.: ____:15-CV-____-____

[illegible]

Jury Trial Demanded

28 U.S.C. § 1331.

2. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiffs' state law claims because those claims derive from a common nucleus of operative facts as the federal claims asserted herein.

3. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 in that a substantial part of the events giving rise to Plaintiffs' claims occurred within this judicial district, Defendant resides in this judicial district and is incorporated in this State.

PARTIES

4. Plaintiff Adolpho Beasley is an individual residing in Raeford, North Carolina. Between approximately January 2014 and the present, Beasley has been employed by CCI as a Technician in North Carolina and Virginia. Pursuant to 29 U.S.C. § 216(b), Beasley has consented in writing to being a Plaintiff in this action. *See* Exhibit A.

5. Beasley operates out of Fayetteville, North Carolina. During his employment with CCI, Beasley regularly works a minimum of five (5) days per week, twelve (12) hours per day, and did not receive overtime compensation at any time during the class period.

6. Plaintiff Johnathan Clark is an individual residing in Fayetteville, North Carolina. Between approximately July 2014 and September 2015, Clark was employed by CCI as a Technician in North Carolina. Pursuant to 29 U.S.C. § 216(b), Clark has consented in writing to being a Plaintiff in this action. *See* Exhibit B.

7. Clark operated out of Fayetteville, North Carolina. During his employment with CCI, Clark regularly worked an average of six (6) days per week, between ten (10) and twelve (12) hours per day, and did not receive overtime compensation at any time during the class period.

8. Plaintiff Calvin McIntyre is an individual residing in Fairmont, North Carolina. Between approximately May 2014 and January 2015, McIntyre was employed by CCI as a Technician in North Carolina and South Carolina. Pursuant to 29 U.S.C. § 216(b), McIntyre has consented in writing to being a Plaintiff in this action. *See* Exhibit C.

9. McIntyre operated out of Fayetteville, North Carolina. During his employment with CCI, McIntyre regularly worked an average of seven (7) days per week, about ten (10) hours per day, and did not receive overtime compensation at any time during the class period.

10. Defendant Custom Communications, Inc. (“CCI”) is a North Carolina company with its principal place of business located in Garner, North Carolina. CCI employs Technicians throughout the United States, but intentionally misclassifies these Technicians as independent contractors.

CLASS DEFINITIONS

11. Plaintiffs bring Count I of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b) as a collective action on behalf of themselves and the following opt-in litigants:

All Technicians who were classified as independent contractors while performing installation work for Custom Communications, Inc. (“CCI”) in the United States from November 8, 2012 to the present (the “FLSA Class”).

12. Plaintiffs bring Counts II and III of this lawsuit as a class action pursuant to FED. R. CIV. P. 23, on behalf of themselves and the following class:

All Technicians who were classified as independent contractors while performing installation work for Custom Communications, Inc. (“CCI”) in North Carolina from November 8, 2013 to the present (the “North Carolina Class”).

13. The FLSA Class and North Carolina Class are together referred to as the “Classes.”

14. Plaintiffs reserve the right to redefine the Classes prior to filing a motion for

notice to similarly situated employees pursuant to 29 U.S.C. § 216(b), prior to filing a motion for class certification pursuant to FED. R. CIV. P. 23, and thereafter, as necessary.

FACTS

15. As a third-party cable provider for Dish Network, CCI relies on Technicians, such as Plaintiffs, to install, troubleshoot, and sell Dish Network cable communications products throughout the southeastern United States.

16. CCI operates and maintains a website which describes its business as providing cable and wireless technology installation services and offers the sale and installation of Dish Network packages.

17. CCI's earnings are significantly driven by the number of Technicians performing installation and sales services for CCI's customer Dish Network and the fees that CCI charges Dish Network for these services.

18. CCI Technicians perform core work that is necessary to CCI's business, namely providing installation and sales support for residential and commercial customers.

19. Between approximately January 2014 and the present, Plaintiff Beasley has been employed as a Technician by CCI out of Fayetteville, North Carolina. He has worked for Defendant in North Carolina and Virginia.

20. Between approximately July 2014 and September 2015, Plaintiff Clark was employed as a Technician by CCI out of Fayetteville, North Carolina. He worked for Defendant in North Carolina.

21. Between approximately May 2014 and January 2015, Plaintiff McIntyre was employed as a Technician by CCI out of Fayetteville, North Carolina. He worked for Defendant in North Carolina and South Carolina.

22. CCI improperly misclassified Plaintiffs and Class Members as independent contractors, when the economic reality of the position is that of an employee. In addition, CCI retains the right of control, and, in fact, actually does control the work of its Technicians.

23. As a result of the misclassification of its Technicians, CCI did not pay them in accordance with the FLSA and state wage laws and otherwise forced the Technicians to bear the costs of CCI's business.

24. The Department of Labor's Wage and Hour Division ("WHD") recently released Administrator's Interpretation No. 2015-1, to provide "guidance regarding the application of the standards for determining who is an employee under the Fair Labor Standards Act [FLSA] . . . to the regulated community in classifying workers and ultimately in curtailing misclassification." U.S. Dep't of Labor, Wage & Hour Div., Admin.'s Interpretation No. 2015-1, 1 (July 15, 2015). According to the WHD, "most workers are employees under the FLSA's broad definitions." *Id.*

25. Plaintiffs and Class Members qualify as employees under the FLSA's test, as further described below.

26. The work performed by Plaintiffs and Class Members is an integral part of the CCI's business. CCI is in the business of providing Dish Network cable installation and services. Plaintiffs and Class Members installed, provided technical services, and sold cable products to CCI's residential and commercial customers.

27. Plaintiffs' and Class Members' duties do not involve managerial work. They follow the training and protocols provided to them by CCI in performing their work, which is basic installation and technical services.

28. Plaintiffs and Class Members do not make any significant relative investments in relation to their work with CCI. CCI provides the training required to perform the functions of

the work.

29. Plaintiffs' and Class Members' work does not require special skills, judgment, or initiative. CCI provided training to Plaintiffs and Class Members, which they used to provide technical services to CCI's customers.

30. Plaintiffs and Class Members are not customarily engaged in an independently established trade, occupation, profession, or business.

31. Plaintiffs and Class Members have little or no authority to refuse or negotiate CCI's rules and policies; they must comply or risk deduction in pay and/or termination.

32. In addition to reserving the right to control the work performed by Plaintiffs and Class Members, in its contracts, CCI, in fact, does exercise control over the method and manner in which Plaintiffs and the Classes perform their labor for CCI's clients.

33. CCI instructs Plaintiffs and Class Members concerning how to do their work and dictates the details of the performance of their jobs. For example:

- a. CCI requires Plaintiffs and Class Members to perform their work in accordance with CCI's policies, manuals, standard operating procedures, and Dish Network's requirements;
- b. CCI requires Plaintiffs and Class Members to wear a CCI uniform and identification badge and to use CCI's magnetic logo on the vehicles at all times. If a Technician does not have the magnetic logo on his/her vehicle, CCI then deducts the equivalent of the cost of two (2) magnetic logos from the Technician's pay;
- c. CCI, not Plaintiffs or Class Members, conducts all of the billing and invoicing directly to Dish Network for the Technicians' work;

- d. Plaintiffs and Class Members have no control over what prices to charge. All negotiations over the cost of the work are determined between CCI and Dish Network;
- e. CCI requires Plaintiffs and Class Members to complete training conducted by CCI;
- f. CCI requires Plaintiffs and Class Members to attempt to sell cable accessories, such as surge protectors and Bluetooth headsets, to customers;
- g. CCI requires Plaintiffs and Class Members to complete service paperwork within ten (10) days of service;
- h. CCI requires Plaintiffs and Class Members to be monetarily liable for any missing inventory, security tool or equipment; and
- i. CCI, not Plaintiffs or Class Members, may change the terms of the working arrangement without notice at any time.

34. CCI requires Plaintiffs and Class Members to submit to a consumer background report as part of the application process.

35. CCI requires Plaintiffs and Class Members to report to the Field Service Manager and Dispatcher after every job.

36. CCI requires Plaintiffs and Class Members to attend mandatory weekly meetings to discuss sales, IP connectivity, and ways to increase productivity.

37. CCI's Technicians are supervised closely by CCI agents. CCI evaluates and scores Plaintiffs and Class Members, which determines pay increases and decreases. These scores are given to Plaintiffs and Class Members on report cards every two weeks.

38. Recently, CCI began tracking Plaintiffs and Class Members with a phone tracking

application. Plaintiffs and Class Members are required to download the application to their phones. If refused, Plaintiffs and Class Members would receive a “D” on their report cards.

39. As a precondition of employment, CCI requires that its Technicians participate in on-the-job training. The training consists of up to two weeks of approximately twelve-hour days, which are unpaid.

40. As a result of uncompensated training time, being required to pay for equipment, as well as penalty deductions taken from Technicians’ paychecks, CCI Technicians have received an hourly rate that is less than the federal and state minimum wage rates.

41. CCI Technicians are required to purchase tools, equipment, and insurance. These required purchases are primarily for the benefit of CCI’s business and can cost Technicians hundreds and in some cases over one thousand dollars.

42. Plaintiffs and Class Members are paid on a per project or job basis with a rate schedule determined by CCI at the time of the service. CCI’s pay rate schedule is based on a variety of factors including report card ratings, with “A” being the highest pay level and “F” being the lowest.

43. CCI’s pay policies for Plaintiffs and Class Members include charge backs. The last Technician at a site within the last sixty (60) days is held monetarily liable for repeat service calls.

44. Additionally, Plaintiffs and Class Members are not paid for time spent making service calls if there is no issue found at the service call.

45. The costs of required expenses and penalties in the form of pay deductions drive Plaintiffs’ and Class Members’ pay below the federal minimum wage.

46. Plaintiffs worked on average between five (5) to seven (7) days per week, ten (10)

to twelve (12) hours per day. Plaintiffs have observed that Class Members routinely work the same schedule.

47. Plaintiffs and Class Members routinely work in excess of forty (40) hours per week each week.

48. CCI, pursuant to its policies and practices, failed and refused to pay overtime compensation for all hours worked over forty (40) in a workweek to Plaintiffs and Class Members.

49. CCI has shifted certain capital costs to Plaintiffs and the Class while retaining behavioral and financial control over them in the same way it would over any of its employees.

50. By virtue of the extensive control CCI exerts over them, and the nature of their relationship with CCI, the Technicians are not independent business operators or agents of independent business operators, as CCI has classified them, but rather, all Technicians who perform work on behalf of CCI are employees of CCI under the FLSA and North Carolina state law.

51. CCI has intentionally misclassified Plaintiffs and the Classes to avoid CCI's obligations under the FLSA and state wage laws. CCI saves thousands of dollars in avoiding payroll withholdings and other expenses associated with its core business by not providing Plaintiffs and the Classes with proper minimum wage, health, pension, or other benefits ordinary employees are entitled to and enjoy.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

52. Plaintiffs bring this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Class as defined above.

53. Plaintiffs desire to pursue their FLSA claim on behalf of all individuals who opt-

in to this action pursuant to 29 U.S.C. § 216(b).

54. Plaintiffs and the FLSA Class are “similarly situated” as that term is used in 29 U.S.C. § 216(b) because, *inter alia*, all such individuals currently work or worked pursuant to CCI’s previously described common business and compensation practices as described herein, and, as a result of such practices, have been misclassified as independent contractors and have not been paid the full and legally mandated minimum for all hours worked. Resolution of this action requires inquiry into common facts, including, *inter alia*, CCI’s common misclassification, compensation and payroll practices.

55. Specifically, CCI misclassified Plaintiffs and the FLSA Class as independent contractors and paid them a set hourly rate.

56. The similarly situated employees are known to CCI, are readily identifiable, and can easily be located through CCI’s business and human resources records.

57. CCI employs many FLSA Class Members throughout the United States. These similarly situated employees may be readily notified of this action through U.S. mail and/or other means, and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for overtime compensation, liquidated damages (or, alternatively, interest), and attorneys’ fees and costs under the FLSA.

CLASS ACTION ALLEGATIONS

58. Plaintiffs bring this action as a class action pursuant to FED. R. CIV. P. 23 on behalf of themselves and the North Carolina Class defined above.

59. The members of the North Carolina Class are so numerous that joinder of all members is impracticable. Upon information and belief, there are more than forty (40) members of the proposed North Carolina Class.

60. Plaintiffs will fairly and adequately represent and protect the interests of the North Carolina Class because there is no conflict between the claims of Plaintiffs and those of the North Carolina Class, and Plaintiffs' claims are typical of the claims of the North Carolina Class. Plaintiffs' counsel are competent and experienced in litigating class actions and other complex litigation matters, including wage and hour cases like this one.

61. There are questions of law and fact common to the proposed North Carolina Class, which predominate over any questions affecting only individual Class members, including, without limitation, whether CCI has violated and continues to violate statutory and common law through its policy or practice of not paying its Technicians for all hours worked and overtime compensation.

62. Plaintiffs' claims are typical of the claims of the North Carolina Class in the following ways, without limitation: (a) Plaintiffs are members of the North Carolina Class; (b) Plaintiffs' claims arise out of the same policies, practices and course of conduct that form the basis of the claims of the North Carolina Class; (c) Plaintiffs' claims are based on the same legal and remedial theories as those of the North Carolina Class and involve similar factual circumstances; (d) there are no conflicts between the interests of Plaintiffs and the North Carolina Class Members; and (e) the injuries suffered by Plaintiffs are similar to the injuries suffered by the North Carolina Class members.

63. Class certification is appropriate under FED. R. CIV. P. 23(b)(3) because questions of law and fact common to the North Carolina Class predominate over any questions affecting only individual Class Members.

64. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of

similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The North Carolina Class is readily identifiable from CCI's own records. Prosecution of separate actions by individual members of the North Carolina Class would create the risk of inconsistent or varying adjudications with respect to individual North Carolina Class members that would establish incompatible standards of conduct for CCI.

65. A class action is superior to other available methods for adjudication of this controversy because joinder of all members is impractical. Further, the amounts at stake for many of the North Carolina Class members, while substantial, are not great enough to enable them to maintain separate suits against CCI.

66. Without a class action, CCI will retain the benefit of its wrongdoing, which will result in further damages to Plaintiffs and the North Carolina Class. Plaintiffs envision no difficulty in the management of this action as a class action.

COUNT I
Violation of the FLSA
(On Behalf of Plaintiffs and the FLSA Class)

67. All previous paragraphs are incorporated as though fully set forth herein.

68. The FLSA requires that covered employees be compensated overtime pay for all hours worked over forty (40) hours at no less than one-and-a-half (1 ½) times their regular rate of pay. *See* 29 U.S.C. § 207.

69. The FLSA defines “employee” as “any individual employed by an employer,” 29

U.S.C. 203(e)(1), and “employer” as including “any person acting directly or indirectly in the interest of an employer in relation to an employee,” 29 U.S.C. 203(d). The FLSA’s definition of “employ” broadly covers anyone who is “suffer[ed] or permit[ed] to work.” 29 U.S.C. 203(g).

70. CCI is subject to the wage requirements of the FLSA because CCI is an “employer” under 29 U.S.C. § 203(d).

71. At all relevant times, Plaintiffs and the FLSA Class are covered employees entitled to the above-described FLSA’s protections. *See* 29 U.S.C. § 203(e).

72. At all relevant times, CCI is an “employer” engaged in interstate commerce and/or in the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203.

73. Plaintiffs and the FLSA Class are not exempt from the requirements of the FLSA.

74. Plaintiffs and the FLSA Class are entitled to be paid overtime for hours worked over forty (40) in a workweek, pursuant to 29 U.S.C. § 207.

75. CCI does not maintain accurate records of all hours that Plaintiff and the FLSA Class worked each workday and the total number of hours worked each workweek as required by the FLSA. *See* 29 C.F.R. § 516.2(a)(7).

76. CCI, pursuant to its policies and practices, knowingly failed to pay Plaintiffs and the FLSA Class overtime compensation for all hours worked over forty (40) in a workweek in violation of 29 U.S.C. § 207.

77. By failing to pay Plaintiffs for some hours worked, such as for training hours and troubleshooting calls, and by requiring Plaintiffs to pay for expenses that primarily benefitted CCI, CCI knowingly failed to compensate Plaintiffs and the FLSA Class minimum wage in violation of 29 U.S.C. § 207.

78. In violating the FLSA, CCI acted willfully and with reckless disregard of clearly applicable FLSA provisions.

COUNT II
Violation of the North Carolina's Wage and Hour Act
(On Behalf of Plaintiffs and the North Carolina Class)

79. All previous paragraphs are incorporated as though fully set forth herein.

80. North Carolina's Wage and Hour Act ("WHA") requires an employer to pay all wages due to its employees. *See* N.C. GEN. STAT. § 95-25.6.

81. CCI is subject to the wage requirements of the WHA because CCI is an "employer" under N.C. GEN. STAT. § 95-25.2(5).

82. At all relevant times, Plaintiffs and the North Carolina Class are covered employees entitled to the above-described WHA's protections. *See* N.C. GEN. STAT. § 95-25.2(4).

83. Plaintiffs and the North Carolina Class are not exempt from the requirements of the WHA for wage payments.

84. CCI, pursuant to its policies and practices, failed and refused to pay overtime compensation for all hours worked over forty (40) in a workweek to Plaintiffs and the North Carolina Class in violation of the WHA. *See* N.C. GEN. STAT. § 95-25.15(b).

85. CCI, pursuant to its policies and practices, knowingly failed to pay wages to Plaintiffs and the North Carolina Class for all their hours worked by misclassifying Plaintiffs and the North Carolina Class as independent contractors.

86. In violating WHA, on information and belief, CCI did not have any good faith basis to rely on any legal opinion or advice to the contrary.

87. CCI has intentionally failed to pay the wages due to Plaintiffs and the North Carolina Class in violation of N.C. GEN. STAT. § 95-25.6.

88. CCI is not permitted by state or federal law, or by order of a court of competent jurisdiction, to withhold or divert any portion of Plaintiffs' and the North Carolina Class' wages that concern this lawsuit.

89. CCI does not have written authorization from Plaintiffs or any members of the North Carolina Class to withhold, divert or deduct any portion of his or her wages that concern this lawsuit.

90. Pursuant to N.C. GEN. STAT. § 95-25.22, an employer, such as CCI, who fails to pay an employee wages in conformance with the WHA shall be liable to the employee for the wages or expenses that were not paid, interest, liquidated damages, court costs and attorneys' fees incurred in recovering the unpaid wages.

91. In violating North Carolina law, CCI acted willfully and with reckless disregard of clearly applicable WHA provisions.

COUNT III
Unjust Enrichment Under North Carolina Law
(On Behalf of Plaintiffs and the North Carolina Class)

92. All previous paragraphs are incorporated as though fully set forth herein.

93. CCI has received and benefited from the uncompensated labors of Plaintiffs and the North Carolina Class, such that to retain said benefit without compensation would be inequitable and rise to the level of unjust enrichment.

94. At all relevant times hereto, CCI devised and implemented a plan to increase its earnings and profits by fostering a scheme of securing work from Plaintiffs and the North

Carolina Class without paying wages for all hours worked, by making unauthorized deductions from Plaintiffs' pay, and by requiring Plaintiffs to pay for CCI's own business expenses.

95. By reason of having secured the work and efforts of Plaintiffs and the North Carolina Class without paying wages for all hours worked as required by law, CCI enjoyed reduced overhead with respect to their labor costs and, therefore, realized additional earnings and profits to its own benefit and to the detriment of Plaintiffs and the North Carolina Class.

96. Accordingly, it would be inequitable for CCI to retain the benefit of Plaintiffs' and the North Carolina Class' services without paying them wages for all hours worked as required by law.

97. Plaintiffs and the North Carolina Class are entitled to judgment in an amount equal to the benefits unjustly retained by CCI.

JURY DEMAND

Plaintiffs request a trial by jury on all of their claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek the following relief on behalf of themselves and all others similarly situated:

- a. A declaration that CCI misclassified Plaintiffs and Class Members as independent contractors instead of employees;
- b. An order permitting this litigation to proceed as a collective action pursuant to 29 U.S.C. § 216(b);
- c. An order permitting this litigation to proceed as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the North Carolina Class;
- d. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential members of the FLSA Class;
- e. Injunctive relief requiring CCI to comply with all applicable federal and state laws and cease their illegal practices;

- f. A judgment in favor of Plaintiffs and Class Members for all penalties and liquidated damages allowed by law;
- g. An award of pre-judgment and post-judgment interest to Plaintiffs and Class Members;
- h. An award of attorney's fees and costs as provided by law; and
- i. Any other relief to which the Plaintiffs and Class Members may be entitled.

Dated: November 8, 2015

Respectfully submitted,

ROTHSTEIN LAW FIRM, PA

/s/ David E. Rothstein .

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*Attorneys for Plaintiff
and the Proposed Classes*

**Application for Special Admission to be Filed*

Exhibit A

OPT-IN CONSENT FORM

Unpaid Wages and Overtime Litigation – Custom Communications, Inc.

Complete And Mail (or Email) To:

CUSTOM COMMUNICATIONS, INC. OVERTIME LITIGATION

ATTN: CAMILLE FUNDORA

BERGER & MONTAGUE, P.C.



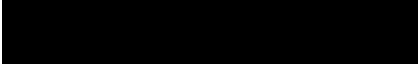

1622 LOCUST STREET

PHILADELPHIA, PA 19103

Email: cfundora@bm.net


Phone: (215) 875-3033

Fax: (215) 875-4604

Name: <u>Adolpho Beasley</u> (Please Print)	Date of Birth: 
Address: 	Phone No.:  Email: 

CONSENT TO JOIN COLLECTIVE ACTION**Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)**

- I consent and agree to pursue my claims arising out of alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* in connection with the above-referenced lawsuit.
- I have worked for Custom Communications, Inc. ("Defendant" or "Custom Communications, Inc.") in (location(s)) NC, VA from on or about (dates(s)) 1/2014 to on or about (dates(s)) present.
- I understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* I hereby agree and opt-in to become a Plaintiff herein and be bound by any judgment of the Court or any settlement of this action.
- I specifically authorize the Named Plaintiff and his attorneys, Berger & Montague, P.C. and Lichten & Liss-Riordan, P.C., as my agents to prosecute this lawsuit on my behalf and to negotiate a settlement of any and all claims I have against the Defendant in this case.

<u>10/21/2015</u> (Date Signed)	 (Signature)
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****IMPORTANT NOTE******Statute of Limitations concerns mandate that you return this form as soon as possible to preserve your rights.**

Exhibit B

OPT-IN CONSENT FORM

Unpaid Wages and Overtime Litigation – Custom Communications, Inc.

Complete And Mail (or Email) To:

CUSTOM COMMUNICATIONS, INC. OVERTIME LITIGATION

ATTN: CAMILLE FUNDORA

BERGER & MONTAGUE, P.C.



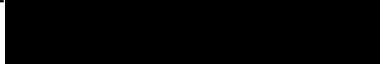

1622 LOCUST STREET

PHILADELPHIA, PA 19103

Email: cfundora@bm.net


Phone: (215) 875-3033

Fax: (215) 875-4604

Name: <u>Johnathan Clark</u> (Please Print)	Date of Birth: 
Address: 	Phone No.:  Email: 

CONSENT TO JOIN COLLECTIVE ACTION**Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)**

1. I consent and agree to pursue my claims arising out of alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* in connection with the above-referenced lawsuit.
2. I have worked for Custom Communications, Inc. ("Defendant" or "Custom Communications, Inc.") in (location(s)) Fayetteville nc from on or about (dates(s)) July 2014 to on or about (dates(s)) Sept 2015.
3. I understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* I hereby agree and opt-in to become a Plaintiff herein and be bound by any judgment of the Court or any settlement of this action.
4. I specifically authorize the Named Plaintiff and his attorneys, Berger & Montague, P.C. and Lichten & Liss-Riordan, P.C., as my agents to prosecute this lawsuit on my behalf and to negotiate a settlement of any and all claims I have against the Defendant in this case.

<u>10/21/2015</u> (Date Signed)	 (Signature)
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Exhibit C

OPT-IN CONSENT FORM

Unpaid Wages and Overtime Litigation – Custom Communications, Inc.

Complete And Mail (or Email) To:

CUSTOM COMMUNICATIONS, INC. OVERTIME LITIGATION

ATTN: CAMILLE FUNDORA

BERGER & MONTAGUE, P.C.



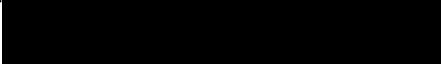

1622 LOCUST STREET

PHILADELPHIA, PA 19103

Email: cfundora@bm.net

Phone: (215) 875-3033

Fax: (215) 875-4604

Name: <u>Calvin McIntyre</u> (Please Print)	Date of Birth: 
Address: 	Phone No.:  Email: 

CONSENT TO JOIN COLLECTIVE ACTION**Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)**

- I consent and agree to pursue my claims arising out of alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* in connection with the above-referenced lawsuit.
- I have worked for Custom Communications, Inc. ("Defendant" or "Custom Communications, Inc.") in (location(s)) NC, SC from on or about (dates(s)) 5/2012 to on or about (dates(s)) 1/2015.
- I understand that this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* I hereby agree and opt-in to become a Plaintiff herein and be bound by any judgment of the Court or any settlement of this action.
- I specifically authorize the Named Plaintiff and his attorneys, Berger & Montague, P.C. and Lichten & Liss-Riordan, P.C., as my agents to prosecute this lawsuit on my behalf and to negotiate a settlement of any and all claims I have against the Defendant in this case.

<u>10/23/2015</u> (Date Signed)	<u>Calvin McIntyre</u> (Signature)
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****IMPORTANT NOTE******Statute of Limitations concerns mandate that you return this form as soon as possible to preserve your rights.**