UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CRYSTAL DAVIS, Individually and on Behalf of All Other Persons Similarly Situated,	]	CASE NO._____
Plaintiff,	]	COLLECTIVE ACTION
v.	]	
FOOTBRIDGE ENGINEERING SERVICES, LLC and THE FOOTBRIDGE COMPANIES, LLC,	]	**JURY TRIAL DEMANDED**
Defendants.	]	

ORIGINAL COMPLAINT

SUMMARY

1. Footbridge Engineering Services, LLC and The Footbridge Companies, LLC (collectively, "Footbridge") does not pay certain hourly employees overtime as required by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the FLSA). Instead, Footbridge pays these workers "straight-time" for all hours worked, including those in excess of forty (40) in a workweek. This collective action seeks to recover the unpaid overtime wages and other damages owed to these workers.

JURISDICTION AND VENUE

2. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

3. Defendants' principal place of business is in this district, such that they are subject to personal jurisdiction here.

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 (b) & (c) because Footbridge resides in Essex County, Massachusetts. Further, Footbridge's employment contract states that litigation of all disputes should take place in Massachusetts.

THE PARTIES

5. Davis is an individual currently working in Tuscaloosa County, Alabama. She is an hourly employee of Footbridge.

6. Footbridge is an enterprise consisting of more than one entity. Included in the enterprise is Footbridge Engineering Services, LLC, a Massachusetts limited liability company with its principal office in Andover, Massachusetts. Footbridge Engineering Services, LLC's agent for service of process is Aaron A. Gilman, 300 Brickstone Square, 9th Floor, Andover, Massachusetts 01810.

7. The Footbridge Companies, LLC is also part of the Footbridge enterprise. It is a Massachusetts limited liability company with its principal office in Andover, Massachusetts. The Footbridge Companies, LLC's agent for service of process is Richard W. O'Donnell, One Tech Drive, Andover, Massachusetts 01810.

8. Footbridge is an employer under the FLSA and operates in interstate commerce.

THE FACTS

9. Footbridge operates a personnel staffing business. It focuses on providing engineering and technology employees to clientele across the nation. In each of the past three years, Footbridge's revenues have exceeded $10 million dollars. As a staffing company, Footbridge is well aware of the requirements of the FLSA – including its overtime requirements.

10. Davis began working for Footbridge under an employment contract in June of 2008. Footbridge assigned Davis to work at one of its client's locations in Alabama.

11. Pursuant to the contract, Footbridge paid Davis a set hourly rate for her work.

12. Davis routinely worked well in excess of forty (40) hours in a workweek.

13. Davis reported her hours to Footbridge on a weekly basis.

14. Footbridge paid Davis the same hourly rate for all the hours she worked including those in excess of forty (40) in a workweek.

COLLECTIVE ACTION ALLEGATIONS

15. Davis re-alleges paragraphs 1-14 as if set out here in their entirety.

16. In addition to Davis, Footbridge has employed many other hourly workers over the last three (3) years. Upon information and belief, Footbridge currently employs approximately two hundred (200) hourly workers that it contracts out to clients across the country. Plaintiff seeks to bring this action on behalf of herself and all other hourly employees employed by Footbridge during the last three (3) years ("the Workers"). Annexed hereto as Exhibit A is a written consent to the filing of this Complaint duly executed by the Plaintiff pursuant to 29 U.S.C. § 216(b).

17. Footbridge paid the Workers the same hourly rate for the all the hours they worked, including those in excess of forty (40) in a workweek.

18. Footbridge did not pay the Workers any overtime premium for hours worked over forty (40) in each workweek.

CAUSE OF ACTION

19. Davis incorporates the above paragraphs by reference.

20. By failing to pay Davis and the Workers overtime at one-and-one-half times their regular rates, Footbridge violated the FLSA's overtime provisions.

21. Footbridge owes Davis and the Workers the difference between the straight-time rates actually paid and the proper overtime rate. Because Footbridge knew, or showed reckless disregard for whether, its pay practices violated the FLSA, Footbridge owes these wages for at least the past three years.

22. Footbridge is liable to Davis and the Workers for an additional amount equal to all unpaid overtime wages owed.

23. Davis and the similarly situated Workers are entitled to recover all reasonable attorneys' fees and costs incurred in this action.

JURY DEMAND

24. Plaintiff demands a trial by jury on all claims so triable.

PRAYER

WHEREFORE, Davis prays for relief as follows:

1. An order allowing this action to proceed as a representative collective action under the FLSA;

2. Judgment awarding Davis and the Workers all unpaid overtime compensation, liquidated damages, attorneys' fees and costs under the FLSA;

3. An award of pre- and post-judgment interest on all amounts awarded at the highest rate allowable by law; and

4. All such other and further relief to which Davis and the Workers may show themselves to be justly entitled.

Respectfully submitted,

/s/ Adam M. Stewart
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