

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA**

WILLIAM BLAKLEY, on behalf of himself
and those similarly situated,
813 Sheffield Dr. Apt. 1
Siler City, NC 27344

and

HELEN BLAKLEY, on behalf of herself and
those similarly situated,
813 Sheffield Dr. Apt. 1
Siler City, NC 27344

and

KIMBERLY SMITH, on behalf of herself and
those similarly situated,
5775 Ortega Viewway US 16
Jacksonville, FL 32244

Plaintiffs,

v.

CELADON GROUP, INC.,
9503 East 33rd St.
Indianapolis, IN 46235

and

CELADON TRUCKING SERVICES, INC.,
9503 E. 33rd Street
Indianapolis, IN 46235

and

QUALITY COMPANIES, LLC.,
9702 East 30th St.
Indianapolis, IN 46229

and

QUALITY EQUIPMENT LEASING, LLC,
9503 East 33rd St.

INDIVIDUAL AND COLLECTIVE ACTION
FOR UNPAID OVERTIME UNDER FLSA
AND CLASS ACTION UNDER PMWA AND
PWPCCL

No.

1:16-cv-0351 LJM-TAB

FILED
U.S. DISTRICT COURT
SOUTHERN DISTRICT
OF INDIANA
LABRA 2/12/16
2016 FEB 12 PM 1:48

Indianapolis, IN 46235

and

JOHN DOES 1-10

Defendants.

INDIVIDUAL, COLLECTIVE, AND CLASS ACTION CIVIL COMPLAINT

Named Plaintiffs William Blakley, Helen Blakley, and Kimberly Smith (hereinafter “Named Plaintiffs”), individually and on behalf of themselves and those similarly situated, by and through undersigned counsel, hereby complain as follows against Defendants Celadon Group, Inc., Celadon Trucking Services, Inc., Quality Companies, LLC, and Quality Equipment Leasing, LLC and John Does 1-10 (hereinafter collectively referred to as “Defendants”).

INTRODUCTION

1. Named Plaintiffs have initiated the instant action to redress Defendants’ violations of the Fair Labor Standards Act (“FLSA”). Named Plaintiffs assert that Defendants erroneously designated Named Plaintiffs and those similarly situated as independent contractors and unlawfully deducted from and withheld portions of the wages owed to Named Plaintiffs’ and those similarly situated. Specifically, Defendants required Named Plaintiffs and those similarly situated to cover the costs of Defendants’ business, intentionally reducing the wages of Named Plaintiffs and those similarly situated below the minimum wage.

2. Additionally, Named Plaintiffs have initiated the instant action to redress Defendants’ violations of the Indiana Wage Payment Statute, Ind. Code Ann. § 22-2-5-1 *et seq.* (“IWPS”). Named Plaintiffs assert that Defendants erroneously designated Named Plaintiffs and those similarly situated as independent contractors and unlawfully deducted from and withheld

portions of wages of Named Plaintiffs' and those similarly situated. Specifically, Defendants deducted from the pay of Named Plaintiffs and those similarly situated amounts that were not authorized by law. Ind. Code Ann. § 22-2-6-1 *et seq.*

JURISDICTION AND VENUE

3. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

4. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the claims herein arise under laws of the United States, the FLSA, 29 U.S.C. § 201 *et seq.* This Court has supplemental jurisdiction over Named Plaintiffs' state law claims because those claims arise out of the same nucleus of operative fact as the FLSA claims.

5. This Court may properly maintain personal jurisdiction over Defendants, because Defendants' contacts with this state and this jurisdictional district are sufficient for the exercise of jurisdiction over Defendants to comply with traditional notions of fair play and substantial justice.

6. Venue is properly laid in this judicial district pursuant to 29 U.S.C. § § 1391(b)(1) and (b)(2), because Defendants reside in and/or conduct business in this judicial district and because a substantial part of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

PARTIES

7. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

8. Named Plaintiff Helen Blakley is an adult individual with an address as set forth above.

9. Named Plaintiff William Blakley is an adult individual with an address as set forth above.

10. Named Plaintiff Kimberly Smith is an adult individual with an address as set forth above.

11. Defendant Celadon Group is a truckload carrier operating throughout the United States. Defendant Celadon is a Delaware Corporation with its principal place of business as set forth in the caption. It is the parent and umbrella company of numerous subsidiaries including, Celadon Trucking Services, Inc., Quality Companies, LLC, and Quality Equipment Leasing, LLC.

12. Defendant Celadon Trucking Services, Inc. is a truckload carrier operating throughout the United States. Defendant Celadon Trucking Services, Inc.'s principal place of business is set forth in the caption (hereinafter Defendants Celadon Group and Celadon Trucking Services, Inc. are collectively referred to as "Defendant Celadon").

13. Defendant Quality Companies, LLC is a division of Defendant Celadon, which, *inter alia*, leases vehicles utilized by individuals whom Defendants Celadon Group and Celadon Trucking Services, Inc. classify as independent contractors. Defendant Quality Companies, LLC operates in Indiana at the address as set forth in the caption.

14. Defendant Quality Equipment Leasing, LLC is a division of Defendant Celadon, which, *inter alia*, leases vehicles utilized by individuals whom Defendants Celadon and Celadon Trucking Services, Inc. classify as independent contractors. Defendant Quality Equipment Leasing, LLC operates in Indiana at the address as set forth in the caption (hereinafter Defendants Quality Companies, LLC and Quality Equipment Leasing, LLC are collectively referred to as Defendant Quality).

15. Defendants John Doe 1 through John Doe 5 are presently unknown persons who directly or indirectly, directed, aided, abetted, and/or assisted with creating and/or executing the

policies and practices of Defendants, which resulted in Defendants failing to pay Named Plaintiffs, Collective Plaintiffs, and Class Plaintiffs proper compensation pursuant to the FLSA and IWPS.

16. Defendants John Doe 6 through John Doe 10 are presently unknown persons who had control over processing payroll regarding Named Plaintiffs, Collective Plaintiffs, and Class Plaintiffs.

17. Because of their interrelation of operations, common management, common control over labor relations, and other factors as they relate to Named Plaintiffs and those similarly situated, Defendant Celadon, Celadon Trucking Services, Inc., Quality Companies, LLC, and Quality Equipment Leasing, LLC are sufficiently interrelated and integrated in their activities, labor relations, and management as same relate to Named Plaintiffs and those similarly situated that they may be treated as a single employer for purposes of the instant action.

18. At all times relevant herein, Defendants acted by and through their agents, servants, and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendants.

FLSA COLLECTIVE ACTION ALLEGATION

19. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

20. Named Plaintiffs bring this action for violations of the FLSA as an individual action and as collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons who performed work as truck drivers and who were designated as “independent contractors” by Defendants at any point during the three years preceding the date the instant action was initiate (the members of this putative class are hereinafter collectively referred to as “Collective Plaintiffs”).

21. Named Plaintiffs and Collective Plaintiffs are similarly situated, have substantially similar job duties, have substantially similar pay provisions, and are all subject to Defendants' unlawful policies and practices as described herein.

22. There are numerous similarly situated current and former employees of Defendants who were compensated improperly for overtime work in violation of the FLSA and who would benefit from the issuance of a Court Supervised Notice of the instant lawsuit and the opportunity to join the present lawsuit.

23. Similarly situated employees are known to Defendants, are readily identifiable by Defendants, and can be located through Defendants' records.

24. Therefore, Named Plaintiffs should be permitted to bring this action as a collective action for and on behalf of himself and those employees similarly situated, pursuant to the "opt-in" provisions of the FLSA, 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS

25. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

26. Named Plaintiffs bring this action for violations of the IWPS as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all persons who performed work as truck drivers or in similar positions who were designated as "independent contractors" by Defendants and who worked in this capacity at any point during the applicable statute of limitations (the members of this putative class are hereinafter collectively referred to as "Class Plaintiffs").

27. The class is so numerous that the joinder of all class members is impracticable. Named Plaintiffs do not know the exact size of the class, as such information is in the exclusive

control of Defendants; however, on information and belief, the number of potential class members is in the thousands.

28. Named Plaintiffs' claims are typical of the claims of Class Plaintiffs, because Named Plaintiffs, like all Class Plaintiffs, performed work under the control and direction of Defendants, and were misclassified as independent contractors pursuant to an agreement, which explicitly states that Indiana law is to be applied.

29. Named Plaintiffs will fairly and adequately protect the interests of the Class Plaintiffs, because Named Plaintiffs' interests are coincident with and not antagonistic to those of the class. Named Plaintiffs have retained counsel with substantial experience in the prosecution of claims involving employee wage disputes.

30. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action. The class will be easily identifiable from Defendants' records.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Such treatment will allow all similarly situated individuals to prosecute their common claims in a single forum simultaneously. Prosecution of separate actions by individual members of the putative class would create the risk of inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of conduct for Defendants. Furthermore, the amount at stake for individual putative class members may not be great enough to enable all of the individual putative class members to maintain separate actions against Defendants.

32. Questions of law and fact that are common to the members of the class predominate over questions that affect only individual members of the class. Among the

questions of law and fact that are common to the class are whether Defendants misclassified Named Plaintiffs and Class Plaintiffs as independent contractors and whether Defendants unlawfully deducted from Named Plaintiffs' and Class Plaintiffs' wages.

FACTUAL BACKGROUND

33. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

34. Named Plaintiff Helen Blakley worked for Defendants as a commercial truck driver from on or about May 21, 2015 until on or about September 22, 2015 when she voluntarily left Defendants.

35. Named Plaintiff William Blakley worked for Defendants as a commercial truck driver from on or about May 20, 2015 until on or about September 22, 2015 when he voluntarily left Defendants.

36. Named Plaintiff Kimberly Smith worked for Defendants as a commercial truck driver from in or around August 2015 until in or around October 2015 when she voluntarily left Defendants.

37. Collective and Class Plaintiffs worked/work for Defendants as commercial truck drivers during the relevant time periods.

38. Those Collective and Class Plaintiffs who no longer work for Defendants voluntarily left their employment with Defendants.

39. Upon information and belief, Defendants have maintained an unlawful wage payment system for at least the last six (6) years.

40. At all times relevant, Defendants unlawfully designated Named Plaintiff, Collective Plaintiffs, and Class Plaintiffs as independent contractors.

**Named Plaintiff and Class Plaintiffs
Were “Employees” under Federal and State Law**

41. The foregoing paragraphs are incorporated herein as if set forth in their entirety.
42. Defendants provided to Named Plaintiffs an “independent contractor” agreement, which purports to classify Named Plaintiffs as independent contractors.
43. Defendants provided to Collective and Class Plaintiffs an “independent contractor” agreement, which purports to classify Collective and Class Plaintiffs as independent contractors.
44. Defendants are a motor carrier as defined by the Motor Carrier Act.
45. Defendants’ primary business is to provide transportation of cargo for hire.
46. Defendants controlled and directed Named Plaintiffs in the performance of their work.
47. Defendants controlled/control and directed/direct Collective and Class Plaintiffs in the performance of their work.
48. Upon Named Plaintiffs’ hiring, Defendants required Named Plaintiffs to attend orientation, which lasted three days.
49. During orientation, Defendants required Named Plaintiffs to take a drug test, take a physical, take a road test, and watch numerous training videos.
50. Upon completing orientation, Defendant Celadon directed Named Plaintiffs to Defendant Quality in order to go through the process of leasing their trucks.
51. Upon Collective and Class Plaintiffs’ hiring, Defendants required Collective and Class Plaintiffs to attend orientation, which lasted between two and three days.
52. During orientation, Defendants required Named Plaintiffs to take a drug test, take a physical, take a road test, and watch numerous training videos.

53. Upon completing orientation, Defendant Celadon directed/direct Named Plaintiffs to Defendant Quality in order to go through the process of leasing their trucks.

54. Named Plaintiffs were not permitted, by their contract with Defendant Celadon, to use the commercial vehicle leased to them by Defendant Quality, for any carrier other than Defendant Celadon unless Defendant Celadon gave prior written consent.

55. Collective and Class Plaintiffs were/are not permitted, by their contract with Defendant Celadon, to use the commercial vehicle leased to them by Defendant Quality for any carrier other than Defendant Celadon unless Defendant Celadon gave/gives prior written consent.

56. Absent written permission from Defendant Celadon, Named Plaintiffs could accept only jobs that were assigned to them by Defendant Celadon from the Celadon freight system.

57. Absent written permission from Defendant Celadon, Collective and Class Plaintiffs could/can accept only jobs that were/are assigned to them by Defendant Celadon from the Celadon freight system.

58. Named Plaintiffs had no meaningful opportunity to increase their revenue by recruiting new customers, as they were not permitted to recruit new customers as a consequence of being permitted to accept only loads assigned to them from Defendants.

59. Collective and Class Plaintiffs had/have no meaningful opportunity to increase their revenue by recruiting new customers, as they were/are not permitted to recruit new customers as a consequence of being permitted to accept only loads assigned to them from Defendants.

60. Named Plaintiffs' could do little to increase their profitability other than attempt to improve their efficiency (i.e. improve fuel efficiency).

61. Class Plaintiffs could/can do little to increase their profitability other than attempt to improve their efficiency.

62. Named Plaintiffs were economically dependent upon Defendants.

63. Collective and Class Plaintiffs were/are economically dependent upon Defendants.

64. At all times, Defendants directed, provided, and supervised the work performed by Named Plaintiffs on Defendants' behalf.

65. At all times, Defendants directed, provided, and supervised the work performed by Collective and Class Plaintiffs on Defendants' behalf.

**Defendants' Unlawful Wage Deduction Policy
(Named Plaintiffs and Class Plaintiffs v. Defendants)**

66. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

67. Upon information and belief, Defendants paid Named Plaintiffs and Class Plaintiffs.

68. Upon information and belief, paychecks, which were provided to Named Plaintiffs and Class Plaintiffs, were processed in Indiana.

69. Defendants are an "employer" in Indiana under the statutory definition of the IWPS.

70. Named Plaintiffs and Class Plaintiffs were "employees" under the statutory definition of the IWPS because they were permitted to work by Defendants, an employer, as commercial truck drivers.

71. During Named Plaintiffs' employment, Defendants made unlawful deductions from Named Plaintiffs' paychecks, including deductions for lease payments, fuel, trailer lock,

glad hand lock, tolls, Qualcomm use fees, air cuff lock, truck repairs, and other miscellaneous fees (“Wage Deduction Policy”).

72. During Collective and Class Plaintiffs’ employment, Defendants made unlawful deductions from Named Plaintiffs’ and Class Plaintiffs’ paychecks, including but not limited to deductions for lease payments, fuel, trailer lock, glad hand lock, tolls, Qualcomm maintenance fees, air cuff lock, truck repairs, and other miscellaneous fees.

73. The deductions made pursuant to Defendants’ Wage Deduction Policy were not authorized by law. Ind. Code Ann. § 22-2-6-1 *et seq.*

74. The deductions made pursuant to Defendants’ Wage Deduction Policy were not for the benefit of the employee.

75. The deductions made pursuant to Defendants’ Wage Deduction Policy were not made in response to a valid wage assignment.

76. The deductions made pursuant to Defendants’ Wage Deduction Policy were not revocable at any time by Named Plaintiffs and Class Plaintiffs upon written notice to Defendants.

77. Pursuant to Defendants’ Wage Deduction Policy, Named Plaintiffs and Class Plaintiffs frequently were denied wages.

**Failure to Pay Minimum Wage for all Hours Worked
(Named Plaintiffs and Collective Plaintiffs v. Defendants)**

78. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

79. Defendants’ Wage Deduction Policy and its pay structure regularly caused Named Plaintiffs’ wages to drop below the federal minimum wage of \$7.25 per hour for all hours worked during a workweek.

80. Upon information and belief, Collective Plaintiffs regularly received less than the federal minimum wage of \$7.25 per hour for all hours worked during a workweek as a result of Defendant's Wage Deduction Policy and its pay practices.

COUNT I
Violations of the Fair Labor Standards Act ("FLSA")
(Failure to Pay Minimum Wage)
Named Plaintiffs and Collective Plaintiffs v. Defendants

81. The foregoing paragraphs are incorporated herein as if set forth in full.

82. At all times relevant herein, Defendants were and continue to be "employers" within the meaning of the FLSA.

83. At all times relevant herein, Named Plaintiffs and Collective Plaintiffs were/are "employees" within the meaning of the FLSA.

84. The FLSA requires employers, such as Defendants, to minimally compensate employees, such as Named Plaintiff and Collective Plaintiffs, at the federal minimum wage rate for each hour worked.

85. As a result of Defendants' company-wide practices and policies of not paying its employees at least the federally mandated minimum wage for all hours worked, Named Plaintiffs and Collective Plaintiffs have been harmed.

86. John Does 1-5 are jointly and individually liable for Defendant's failure to compensate Named Plaintiffs and Collective Plaintiffs at least the statutorily mandated federal minimum wage for all hours worked because they directly or indirectly, directed, aided, abetted, and/or assisted with creating and/or executing the policies and practices which violated the FLSA.

87. John Does 6-10 are jointly and individually liable for Defendant's failure to compensate Named Plaintiff and Collective Plaintiffs at least the statutorily mandated federal

minimum wage for all hours worked because they had control over processing payroll for Named Plaintiffs and Collective Plaintiffs.

88. Defendants willfully failed/fail to compensate Named Plaintiffs and Collective Plaintiffs the federal minimum wage.

89. As a result of Defendants' failure to compensate Named Plaintiffs and Collective Plaintiffs at the federal minimum wage rate, Defendants have violated and continue to violate the FLSA.

COUNT II
Violations of the Indiana Wage Payment Statute ("IWPS")
(Unlawful Deductions)
Named Plaintiffs and Class Plaintiffs v. Defendants

90. The foregoing paragraphs are incorporated herein as if set forth in full.

91. At all times relevant herein, Defendants stood in an Employer/Employee relationship with Named Plaintiffs and Class Plaintiffs.

92. At all times relevant herein, Defendants were responsible for paying wages to Named Plaintiffs and Class Plaintiffs.

93. Defendants violated the IWPS, Ind. Code Ann. § 22-2-5-1 *et seq.*, by withholding wages for illegal deductions from Named Plaintiffs' and Class Plaintiffs' pay.

94. John Does 1-5 are jointly and individually liable for Defendants' unlawful deductions from Named Plaintiffs' and Class Plaintiffs' pay because they directly or indirectly, directed, aided, abetted, and/or assisted with creating and/or executing the policies and practices which violated the IWPS.

95. John Does 6-10 are jointly and individually liable for Defendants' unlawful deductions from Named Plaintiffs and Class Plaintiffs pay, because they directly or indirectly,

directed, aided, abetted, and/or assisted with creating and/or executing the policies and practices which violated the IWPS.

96. Defendants did/do not act in good faith in unlawfully deducting from Named Plaintiffs' and Class Plaintiffs' wages.

97. As a result of Defendants' conduct, Named Plaintiffs and Class Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs pray that this Court enter an Order providing that:

(1) Defendants are to be prohibited from continuing to maintain their policies, practices or customs in violation of state laws and principles of equity;

(2) Defendants are to compensate, reimburse, and make Named Plaintiffs, Collective and Class Plaintiffs whole for any and all pay and benefits they would have received had it not been for Defendants' illegal actions, including but not limited to past lost earnings. Named Plaintiffs, Collective and Class Plaintiffs should be accorded those benefits illegally withheld;

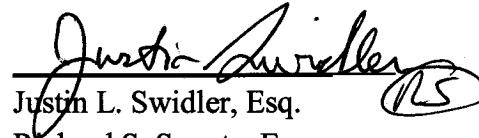
(3) Named Plaintiffs, Collective and Class Plaintiffs are to be awarded liquidated damages as applicable under the laws they are suing in an amount equal to the actual damages in this case;

(4) Named Plaintiffs, Collective, and Class Plaintiffs are to be awarded the costs and expenses of this action and reasonable legal fees as provided by applicable law;

(5) Any and all other equitable relief which this Court deems fit.

(Signatures on next page)

Respectfully Submitted,


Justin L. Swidler, Esq.

Richard S. Swartz, Esq.

Matthew D. Miller, Esq.

SWARTZ SWIDLER, LLC

1101 Kings Highway North, Suite 402

Cherry Hill, NJ 08034

Phone: (856) 685-7420

Fax: (856) 685-7417

Date: February 8, 2016

DEMAND TO PRESERVE EVIDENCE

All Defendants are hereby directed to preserve all physical and electronic information pertaining in any way to Named Plaintiffs', Collective Plaintiffs, and Class Plaintiffs' employment, to Named Plaintiffs', Collective Plaintiffs, and Class Plaintiffs' cause of action and/or prayers for relief, and to any defenses to same, including, but not limited to, electronic data storage, closed circuit TV footage, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages, any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, Twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

JS 44 (Rev. 12/12)

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

WILLIAM BLAKLEY, HELEN BLAKLEY, and KIMBERLY SMITH, on behalf of themselves and those similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Swartz Swidler LLC Justin L. Swidler, Esq.
1101 Kings Hwy N, Ste. 402, Cherry Hill, NJ 08034
(856) 685-7420 jswidler@swartz-legal.com

DEFENDANTS

CELADON GROUP, INC., CELADON TRUCKING SERVICES, INC., QUALITY COMPANIES, LLC, QUALITY EQUIPMENT LEASING, LLC, and JOHN DOES 1 - 10

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

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

Attorneys (If Known)

1:16-cv-0351 LJM-TAB**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

- | | | | | | |
|---|--|--|---|---|--|
| <input type="checkbox"/> 110 Insurance
<input type="checkbox"/> 120 Marine
<input type="checkbox"/> 130 Miller Act
<input type="checkbox"/> 140 Negotiable Instrument
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment
<input type="checkbox"/> 151 Medicare Act
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits
<input type="checkbox"/> 160 Stockholders' Suits
<input type="checkbox"/> 190 Other Contract
<input type="checkbox"/> 195 Contract Product Liability
<input type="checkbox"/> 196 Franchise | PERSONAL INJURY
<input type="checkbox"/> 310 Airplane
<input type="checkbox"/> 315 Airplane Product Liability
<input type="checkbox"/> 320 Assault, Libel & Slander
<input type="checkbox"/> 330 Federal Employers' Liability
<input type="checkbox"/> 340 Marine
<input type="checkbox"/> 345 Marine Product Liability
<input type="checkbox"/> 350 Motor Vehicle
<input type="checkbox"/> 355 Motor Vehicle Product Liability
<input type="checkbox"/> 360 Other Personal Injury
<input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY
<input type="checkbox"/> 365 Personal Injury - Product Liability
<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability
<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
<input type="checkbox"/> 370 Other Fraud
<input type="checkbox"/> 371 Truth in Lending
<input type="checkbox"/> 380 Other Personal Property Damage
<input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881
<input type="checkbox"/> 690 Other
<input checked="" type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 720 Labor/Management Relations
<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 751 Family and Medical Leave Act
<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 791 Employee Retirement Income Security Act | <input type="checkbox"/> 422 Appeal 28 USC 158
<input type="checkbox"/> 423 Withdrawal 28 USC 157
<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 950 Constitutionality of State Statutes |
| <input type="checkbox"/> 210 Land Condemnation
<input type="checkbox"/> 220 Foreclosure
<input type="checkbox"/> 230 Rent Lease & Ejectment
<input type="checkbox"/> 240 Torts to Land
<input type="checkbox"/> 245 Tort Product Liability
<input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 440 Other Civil Rights
<input type="checkbox"/> 441 Voting
<input type="checkbox"/> 442 Employment
<input type="checkbox"/> 443 Housing/Accommodations
<input type="checkbox"/> 445 Amer. w/Disabilities - Employment
<input type="checkbox"/> 446 Amer. w/Disabilities - Other
<input type="checkbox"/> 448 Education | Habeas Corpus:
<input type="checkbox"/> 463 Alien Detainee
<input type="checkbox"/> 510 Motions to Vacate Sentence
<input type="checkbox"/> 530 General
<input type="checkbox"/> 535 Death Penalty
Other:
<input type="checkbox"/> 540 Mandamus & Other
<input type="checkbox"/> 550 Civil Rights
<input type="checkbox"/> 555 Prison Condition
<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | <input type="checkbox"/> 462 Naturalization Application
<input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | |

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Violations of the Fair Labor Standards Act

Brief description of cause:

Failure to Pay Minimum Wage

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/09/2016

SIGNATURE OF ATTORNEY OF RECORD

s/ Justin L. Swidler

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

FILED
FEB 12 2016
U.S. CLERK'S OFFICE
INDIANAPOLIS, INDIANA



1101 Kings Hwy N, Ste. 402
Cherry Hill, NJ 08034
Tel: (856) 685-7420
Fax: (856) 685-7417
jswidler@swartz-legal.com

February 8, 2016

VIA PRIORITY MAIL

U.S. District Court – Southern District of Indiana
Clerk's Office Room 105
46 East Ohio St.
Indianapolis, IN 46204

RE: William Blakley, et al. v. Celadon Group, Inc., et al.

Dear Sir/Madam:

Please find enclosed one (1) original and one (1) copy of Plaintiffs' Complaint, Civil Cover Sheet and Summons. In connection with same, and pursuant to Local Rule 83-6, please also find enclosed one (1) original and one (1) copy of three (3) separate motions requesting pro hac vice admission of (1) Justin L. Swidler, Esq., (2) Matthew D. Miller, Esq., and (3) Richard S. Swartz, Esq., on behalf of Plaintiffs in this matter.

Also enclosed are four (4) separate checks:

- (1) \$400.00 for the Court Filing Fee,
- (2) \$100.00 for the Pro Hac Vice Admission Fee of Matthew D. Miller, Esq.,
- (3) \$100.00 for the Pro Hac Vice Admission Fee of Justin L. Swidler, Esq., and
- (4) \$100.00 for the Pro Hac Vice Admission Fee of Richard S. Swartz, Esq.

Kindly file with the Court and return file-stamped copies in the envelope provided at your earliest possible convenience.

Should you have any questions or concerns, please do not hesitate to contact me directly. Thank you for your time and attention to this matter.

Respectfully submitted,

SWARTZ SWIDLER, LLC

s/ Justin L. Swidler
JUSTIN L. SWIDLER, Esq.

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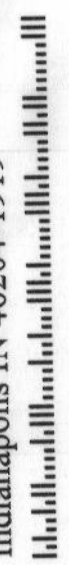

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