

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

JONATHAN STANLEY, <i>et al.</i> ,	:	CIVIL ACTION NO. 16-CV-386
on behalf of themselves and all	:	
similarly situated individuals,	:	
	:	
Plaintiffs,	:	
	:	JUDGE GRAHAM
v.	:	
	:	MAGISTRATE JUDGE DEEVERS
TURNER OIL & GAS	:	
PROPERTIES, INC.,	:	
	:	
Defendant.	:	JURY DEMAND ENDORSED HEREON

**PLAINTIFFS' FIRST AMENDED COLLECTIVE ACTION COMPLAINT
UNDER THE FAIR LABOR STANDARDS ACT AND CLASS ACTION COMPLAINT
UNDER THE OHIO MINIMUM FAIR WAGE STANDARDS ACT**

I. Preliminary Statement

1. Plaintiffs, on behalf of themselves and all similarly situated individuals, bring this collective and class action against Defendant Turner Oil & Gas Properties, Inc. (“Turner”) for monetary, declaratory, and injunctive relief due to its willful failure to compensate individuals it employed in the Landman position with overtime pay in violation of the Federal Labor Standards Act of 1938 (“FLSA”), 29 U.S.C. §201, *et seq.*, and, for each Landman working in Ohio, the Ohio Minimum Fair Wage Standards Act (“OMFWSA”), Ohio R.C. Ch. § 4111, committed by its practice and policy of misclassifying each Landman as an independent contractor, rather than an employee, and suffering or permitting each to work overtime without being paid at the rate of one and one-half times the regular rate of pay for the hours worked over 40 each workweek.

II. Jurisdiction and Venue

2. This Court has jurisdiction over Plaintiffs' FLSA claims pursuant to 28 U.S.C. §§ 1331 (federal question) and 1337(a) (statutory regulation of commerce) and 29 U.S.C. § 216 (b).

3. This Court has supplemental jurisdiction over Plaintiffs' OMFWSA claims pursuant to 28 U.S.C. §1367.

4. Venue is proper pursuant to 28 U.S.C. § 1391(b) and S.D. Ohio Civ. R. 82.1 because Turner conducted business in Washington County, Ohio, and a substantial part of the events or acts giving rise to this action occurred there within this District and Division.

III. Parties

5. Plaintiff Jonathan Stanley was employed as a Landman by Turner from August 2012 through December 2014, while Plaintiff Mary Elliott was employed as a Landman by Turner from April 2012 through December 2014; they are both citizens of the United States and Ohio residents; at all times relevant herein, they were employees within the meaning of 29 U.S.C. § 203(e) and OMFWSA and engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. §§ 206; 207; and Turner regularly suffered or permitted them to work more than 40 hours a workweek but did not pay them overtime pay for those hours.

6. The named Plaintiffs bring this collective and class action on their own behalf and on behalf of those similarly situated by virtue of Turner's company-wide misclassification of each Landman as an independent contractor, its suffering or permitting each Landman to work more than 40 hours a workweek, and its failure to pay overtime pay for those hours.

7. The named Plaintiffs have consented in writing to be a party-plaintiff in this action, and their written consent forms are attached hereto as Exhibits A and B.

8. Defendant Turner Oil & Gas Properties, Inc. is an Oklahoma corporation which provides pre-drilling services to oil and gas drillers, including representing its clients in mineral leasing; at all times material, Turner conducted business in the State of Ohio and in Washington County, Ohio, maintaining office locations in Oklahoma, Texas, Ohio, and Arkansas from which it provided field services throughout the United States, involving substantial business in Wyoming, North Dakota, Colorado, Idaho, Nebraska, West Virginia, and New Mexico; and, at all times relevant herein, Turner was an “employer” and an “enterprise regularly engaged in interstate commerce” as defined within the meaning of 29 U.S.C. § 203 and an “employer” within the meaning of the OMFWSA, R.C. §4111.01(C); and averaged more than 100 individuals in the Landman position at any time during the past three years.

IV. Factual Allegations

9. Turner owns and operates a land brokerage service with Ohio operations coordinated from a brick-and-mortar office located in Marietta, Ohio.

10. Plaintiffs were employed by Turner as Petroleum Land Managers, which was typically abbreviated to “Landman.”

11. A Landman’s primary responsibilities are to prepare reports on a pre-formatted form provided by Turner reflecting the historical title transactions for a given piece of real property based on their making searches on websites and at a courthouse; creating pdfs of deeds or processing scans of physical deeds relating to the particular parcel of real property; and ensuring that no encumbrances hampered the purported owner from entering into a mineral lease.

12. Prior to or near the beginning of their employment with Turner, Plaintiffs and other applicants for the Landman position received a group of documents entitled the Landman

Employee Packet, which packet included an Independent Landman Agreement, an Affidavit of Exempt Status, and an Exempt Status Fact Sheet.

13. The Independent Landman Agreement stated that Plaintiffs and other applicants for the Landman position “shall be available and shall provide to the Company professional services in the area of land management (‘Land Services’) as needed and requested.”

14. The Exempt Status Fact Sheet was a fact sheet which was apparently created with respect to a Workers’ Compensation system in an unidentified State.

15. In the section of the Landman Employee Agreement informing Plaintiffs and other applicants for the Landman position what **must** be signed and returned to the company, Plaintiffs were directed to “[c]heck all appropriate boxes before signing” the Exempt Status Pay Sheet.

16. The Exempt Status Pay sheet included 11 statements to demonstrate independent contractor status under the Workers’ Compensation laws of an unidentified State.

17. Plaintiffs and other applicants for the Landman position were required to sign off on the Exempt Status Pay sheet before or shortly after beginning their employment and prior to learning about all their job activities, how they would be supervised, and what control they surrendered over their job performance and their ability to provide title searches to businesses other than Turner.

18. Turner did not discuss in any detail the Independent Landman Agreement, Affidavit of Exempt Status, and/or Exempt Status Fact Sheet with Plaintiffs and other applicants for the Landman position.

19. Turner did not expect Plaintiffs and other applicants for the Landman position to meaningfully review the documents in the Packet before signing them and instead gave Plaintiffs

and other applicants for the Landman position the impression that the documents were perfunctory or automatic in nature, as natural to sign as a tax form.

20. The Affidavit of Exempt Status required Plaintiffs and other applicants for the Landman position to ask Turner to consider them independent contractors for the purposes of any state or federal workers compensation act and stated that the Affidavit created a rebuttable presumption of independent contractor status for the purposes of workers compensation.

21. Turner required Plaintiffs and other applicants for the Landman position to sign the documents in the Packet in order to gain a legal advantage over any Landman who challenged his or her independent contractor status.

22. Turner orchestrated having Plaintiffs and other applicants for the Landman position sign the documents in the Packet because it knew or had reason to believe that under the FLSA and parallel State laws a Landman was an employee, rather than an independent contractor.

23. Turner did not require Plaintiffs and other applicants for the Landman position to have had training or experience with title searches prior to beginning to perform Landman duties.

24. Turner did not require Plaintiffs and other applicants for the Landman position to have an undergraduate college degree.

25. Turner did not subject Plaintiffs and other applicants for the Landman position to any testing to measure their ability to perform the job.

26. Turner did not require Plaintiffs and others in the Landman position to seek or obtain any sort of professional license for or certification in preparing title searches or otherwise performing Landman duties.

27. As part of the Packet, Plaintiffs and others in the Landman position received a 14-page handbook showing them how to do their job, mainly on posting their hours and inputting information.

28. The only field training Plaintiffs and others in the Landman position received from Turner in conducting title searches was a one or two week period at the beginning of their employment in which they shadowed a more experienced Landman and observed how that Landman performed.

29. After he had shadowed another employee at the beginning of his employment Turner required Plaintiff Stanley to search a parcel of land, which was then checked to ensure his accuracy.

30. Turner assigned Plaintiffs and others in the Landman position a “project,” which consisted of a particular grouping of land parcels, each parcel often only an acre or two in size, on which Turner was seeking the mineral rights for one of its clients, usually a gas and oil drilling business.

31. Turner initially contacted purported owners and secured an agreement to purchase the mineral rights if they owned the parcel free and clear of encumbrances.

32. Plaintiffs and others in the Landman position did not engage in contacting purported owners or negotiating the contingent agreement to purchase.

33. Turner employed a sales force to contact purported owners or respond to contacts from purported owners to negotiate the contingent agreement to purchase.

34. Turner established for most projects a certain amount of the workday Plaintiffs and others in the Landman position should spend on title searches and, for larger projects, the specific days on which they were required to perform the searches.

35. Typically, Plaintiffs and others in the Landman position were assigned five eight-hour days in a particular week on projects, though they were frequently assigned six or seven eight-hour days in a particular week.

36. Plaintiffs and others in the Landman position regularly worked in excess of 40 hours in a particular work-week for Turner, and Turner knew or should have known that they were doing so.

37. Plaintiff Stanley estimates that he worked between 48 and 56 hours per week numerous times during his period of employment from August 2012 through December 2014.

38. Plaintiff Elliott estimates that she worked between 48 and 56 hours per week numerous times during her period from employment of April of 2012 through December 2014.

39. Plaintiffs and others in the Landman position were not permitted to choose the project on which they would work.

40. Plaintiffs and others in the Landman position were not permitted to turn down work assigned by Turner.

41. The compensation of Plaintiffs and others in the Landman position did not vary based on the project they had been assigned.

42. All reports prepared by Plaintiffs and others in the Landman position were subject to a second-level review by a team leader or second-level review team.

43. At times Plaintiffs and others in the Landman position would receive from Turner's management corrections or requests for clarification of their report.

44. Periodically, Plaintiffs and others in the Landman position would be required to attend meetings in which Turner's management discussed techniques and procedures.

45. Title searches are largely mechanical in nature: Plaintiffs and others in the Landman position use the parcel number and names of purported owners provided by Turner, access or visit records, and trace the ownership back in time, looking for any encumbrances or other clouds on the title.

46. Turner required Plaintiffs and others in the Landman position to submit as part of a report the pdfs or scanned pictures of the paper trail reflected in the report.

47. The pre-formatted report required Plaintiffs and others in the Landman position to fill in information as and where requested, and the source of the information was the paper trail secured from the records and electronically attached to the report.

48. Plaintiffs and others in the Landman position lacked discretion to vary from the pre-formatted report or to use other methods to conduct the title search.

49. During their employment with Turner, Plaintiffs and others in the Landman position were regularly assigned duties that Turner knew would require their working more than 40 hours a workweek.

50. During their employment with Turner, Plaintiffs and others in the Landman position were prohibited by Turner from providing Landman services to other companies.

51. On several occasions, Turner management or supervisors informed Plaintiff Stanley that some individuals employed in the Landman position had provided title search services to another company and could not do so while working for Turner.

52. Plaintiffs and others in the Landman position are aware of one or more individuals employed in the Landman position who had been terminated for performing title searches at another company while they were employed by Turner.

53. In pursuing the decision to lease the mineral rights of a particular piece of property, after Plaintiffs' title search had been confirmed upon a second-level review, Turner relied on the results of the search by Plaintiffs and others in the Landman position.

54. Turner could not have performed its core mission of servicing gas and oil drilling businesses by securing enforceable mineral leases without a title search being conducted by Plaintiffs and others in the Landman position and their verifying that the purported owners were the actual owners and the ownership was free and clear of encumbrances.

55. Before finally entering into a lease with all parcel owners in a proposed wellsite of 100 or so acres, Turner performed a more intensive title search than the one performed by Plaintiffs and others in the Landman position.

56. Turner highly controlled and tightly supervised the work of Plaintiffs and others in the Landman position, including requiring them to report hours on a daily record sheet.

57. Plaintiffs and others in the Landman position were paid under compensation policies which retained for Turner sole discretion in determining that compensation.

58. Turner maintained a matrix reflecting the number of reports provided by a Landman and the skills, including training or certification, by that Landman, and pay raises were determined by use of that matrix.

59. Turner required Plaintiffs and others in the Landman position to work a minimum of 40 hours per week.

60. Turner conditioned payment of the day rate to Plaintiffs and others in the Landman position on eight-hour workdays, and it reduced on a proportional basis their daily, and thus their weekly, compensation if for whatever reason they worked fewer than eight hours per day.

61. At the end of a workday, Plaintiffs and others in the Landman position would log in on Turner's system and select the amount of time they had worked from a pull-down menu with the options of a full day, three-quarter day, half day, and one-quarter day.

62. The weekly pay of Plaintiffs and others in the Landman position was subject to reduction for absences of less than one day regardless of the reason for the absence.

63. When Plaintiffs worked for Turner, it did not have a bona fide plan, policy or practice of providing Plaintiffs and others in the Landman position with compensation for loss of salary occasioned by sickness or disability.

64. Turner did not assign to Plaintiffs and others in the Landman position work to be completed on certain holidays, such as Thanksgiving and the day following Thanksgiving.

65. Turner closed its offices on such holidays, and Plaintiffs and others in the Landman position could not perform Landman duties or earn compensation even if they wished to do so.

66. Plaintiffs and others in the Landman position were required to perform their work at Turner's physical facilities unless they were at a courthouse searching title and scanning documents to be analyzed at the office and uploaded to a report.

67. Plaintiffs had to work at one of three physical facilities maintained by Turner in Marietta, Caldwell, and Woodsville, Ohio.

68. The choice of facility at which the Plaintiffs worked was dictated by its proximity to the location of court records for land which was part of an assigned project, and Turner chose the facility.

69. During the early period of Plaintiffs' employment, Turner would reimburse Plaintiffs and others in the Landman position for hotel expenses incurred to be near the facility it assigned them.

70. Turner later required Plaintiffs and others in the Landman position to secure a residence near the primary office to which they were assigned and then reimbursed them for the cost, such as rent and utilities, of that residence.

71. Turner reimbursed Plaintiffs and others in the Landman position for the vehicle mileage spent on traveling to and from their residence, and, for longer trips, lodging, rent, and a *per diem* for meals.

72. Plaintiffs and others in the Landman position were provided a specific cubicle at Turner's facilities where they were expected to perform their work.

73. Except for a laptop computer, cell telephone, and a motor vehicle, Plaintiffs and others in the Landman position did not provide any tools or equipment for performing their work for Turner.

74. Turner told Plaintiffs and others in the Landman position to obtain a copy of software programs, including Adobe Acrobat and Microsoft Excel from other Landmans or an IT employee of Turner named Steve Schwab.

75. Turner provided Plaintiffs and others in the Landman positions access to title records, some of which Turner had arranged to be exclusively available by paying for scanning and creation of an accessible database.

76. Turner required Plaintiffs and others in the Landman position to perform all the Landman duties personally, and Plaintiffs and others in the Landman position lacked the ability to subcontract work to others.

77. To keep Plaintiffs and others in the Landman position working in its offices, at times Turner assigned other individuals who operated imaging equipment to travel to a courthouse, scan deeds or related documents identified by the Landman or a Turner supervisor, and return the scans for a Landman to analyze and upload in a report.

78. Turner did not originally require Plaintiffs and others in the Landman positions to incorporate or establish a separate business entity; however, recently, ostensibly in response to correspondence regarding this litigation, Turner has imposed that requirement.

79. Plaintiffs and others in the Landman position placed the results of their research into pre-formatted Microsoft Excel report forms Turner had created.

80. Turner deducted approximately \$20.00 from the daily pay of Plaintiffs and others in the Landman position for giving them access to its office, printers, and supplies.

81. Plaintiffs and others in the Landman position were not permitted to forgo the use of Turner's office, printers, and supplies and could not avoid those deductions.

82. Occasionally, Turner made an exception for Plaintiffs and others in the Landman position to work from home, but Turner heavily disfavored them doing so, insisted on them obtaining specific permission from its management for a particular date, and rarely granted that permission.

83. When they started working for Turner, Plaintiffs were told that a flexible guideline of hours was to begin at its facility around 8:00 a.m. and end around 5:00 p.m., but in early 2013, Turner insisted on them being present and ready to work at 8:00 a.m. and remaining until 5:00 p.m. absent a valid reason for not doing so, such as being sick or being in a courthouse researching titles. In the event that Plaintiffs traveled to a courthouse, they were required to

notify Turner which county they were going to or coming from when they left Turner's facility and when they arrived back at Turner's facility.

84. For a period of time following this change, Plaintiffs and others in the Landman position were required to place their name and arrival time on a sign-in sheet. This new policy was communicated to Landmans by Turner via e-mail in late February of 2013.

85. The sign-in sheet requirement remained in place for several months following its implementation.

86. The 8:00 a.m. starting date remained, however, a condition imposed by Turner.

87. When Plaintiffs or others in the Landman position were unable to attend work, they were required to contact their team lead before their shift to inform them that they were going to be absent and why.

88. When Plaintiffs or others in the Landman position wished to take a day or a partial day off, they were required to request in advance the time off from Turner management.

89. Plaintiffs and others in the Landman position lacked the ability to work longer hours on one day and shorter hours on another day to complete a project; for example, Plaintiffs and others in the Landman position could not work one ten-hour day and one six-hour day as the equivalent of two eight-hour days.

90. The physical facilities where Plaintiffs and others in the Landman position usually worked were generally used by Landmans from around 8:00 a.m. to 5:00 p.m. The facilities were opened and locked by employees of Turner who had keys, and in the event a Landman arrived too early they would need to wait for a Turner employee to open the facility.

91. Plaintiffs and others in the Landman position conducted online title searches and filled out reports when they worked at Turner's physical facilities.

92. The only discretion Plaintiffs and others in the Landman position exercised with respect to their schedule was in the event that a title search could not be conducted in a particular county through an electronic portal and required a physical visit to the courthouse when they could choose what time of day within their set eight-hour day they would travel.

93. Turner pressured Plaintiffs and others in the Landman position to complete a particular project within the amount of hours it had assigned.

94. When a project turned out to be so difficult that the time Turner assigned did not suffice, Plaintiffs and others in the Landman position had to request additional time from their team leader, who had the discretion whether to grant the request.

95. When a project turned out to be less difficult and took less time than Turner had assigned, it required Plaintiffs and others in the Landman position to inform their team leader, who would then assign them additional work.

96. Turner required Plaintiffs and others in the Landman position to perform each project in sequence, completing one before starting on another.

97. Turner occasionally assigned Plaintiffs and others in the Landman position title searches that had been started but not completed by a different Landman.

98. Turner imposed a professional dress code on Plaintiffs and others in the Landman position.

99. Turner expected Plaintiffs and others in the Landman position to perform their duties in exactly the way it prescribed.

100. Turner at times would assign Plaintiffs and others in the Landman position six or seven days of work during a particular workweek.

101. Turner emphasized the timely completion of each project and promised to its clients that mineral leases would be secured in an efficient and effective way in order to allow them to plan to begin drilling as soon as possible.

102. When Plaintiffs and others in the Landman position were assigned by Turner to complete title searches for land parcels in a proposed wellsite of 100 or so acres, timely completion could seldom be accomplished without assigning a sixth-day of projects or sometimes even a seventh day.

103. Plaintiffs and others in the Landman position who performed a sixth-day's or seventh-day's work during the workweek were compensated at the normal rate as Turner refused to pay overtime compensation for the additional hours over 40.

104. Other reasons, such as the complexity of a title search, travel away from the office to a distant courthouse, or problems with a computer or modem access also caused Plaintiffs and others in the Landman position to work overtime.

105. At all times material to this First Amended Complaint, Turner knew or had reason to know that it regularly suffered or permitted Plaintiffs and others in the Landman position to work in excess of 40 hours in a workweek.

106. Regardless of the reason for Plaintiffs and others in the Landman position to work overtime, Turner deprived them of overtime for hours they worked in excess of 40 works in a workweek.

107. At all times material to this First Amended Complaint, Turner relied on the fig leaf of the documents in its Packet that it had Plaintiffs and others in the Landman position sign before or shortly after beginning their work to justify characterizing them as independent contractors.

108. At all times material to this First Amended Complaint, Turner knew that the way the FLSA was being interpreted, as well as how State laws incorporating FLSA standards were being interpreted, undermined their characterization of Plaintiffs and others in the Landman position as independent contractors.

109. Turner disregarded the palpable risk that Plaintiffs and others in the Landman position were misclassified as independent contractors and exercised virtually complete control over their job performance despite its exposure to the FLSA and parallel State laws.

110. Turner acted willfully, knowingly, and/or recklessly in persisting with misclassification of Plaintiffs and others in the Landman position as independent contractors.

V. Collective and Class Action Allegations

111. Plaintiffs bring their FLSA claim on their own behalf pursuant to 29 U.S.C § 216(b) and on behalf of all other persons similarly-situated who have been, are being, or will be adversely affected by Turner's unlawful conduct.

112. Plaintiffs belong to the collective class they seek to represent and provide "opt-in" notices, and that collective class is:

All current and former Petroleum Land Managers or individuals in a Landman position who worked for Turner at any location in the United States and, at any time during the period three years before each opt-in this action, were suffered or permitted to work more than 40 hours in a given workweek and not compensated at a rate of one-and-one-half times regular hourly pay for hours worked in excess of 40.

113. This action is maintainable as an "opt-in" collective action pursuant to 29 U.S.C § 216(b) for unpaid overtime compensation, liquidated damages, attorneys' fees, and costs under the FLSA because, in addition to Plaintiffs, numerous current and former employees are similarly situated with regard to their wages and claims for unpaid wages and damages, and

Plaintiffs are representative of those other employees and acting on behalf of those employees' interests as well as their own interests in bringing this action.

114. These similarly-situated employees are known to Turner and are readily identifiable through its payroll records.

115. These individuals may readily be notified of this action and allowed to opt in pursuant to 29 U.S.C. § 216(b) for the purpose of collectively adjudicating their claims for unpaid overtime compensation, liquidated damages, attorneys' fees, and costs under the FLSA.

116. Plaintiffs bring their OMFWSA claims pursuant to Federal Rule of Civil Procedure 23 as a class action under Ohio law on behalf of the following class:

All current and former Petroleum Land Managers or individuals in a Landman position who worked for Turner in Ohio and, at any time during the period three years before the filing of the First Amended Complaint, were suffered or permitted to work more than 40 hours in a given workweek and not compensated at a rate of one-and-one-half times regular hourly pay for hours worked in excess of 40.

117. The class is so numerous that joinder of all members is impracticable.

118. Plaintiffs are members of the Rule 23 class and their claims are typical of the claims of that class; indeed, apart from the specific number of overtime hours worked and amount of compensation due, the Plaintiffs are similarly situated to other class members in all material respects, including nature of job tasks, skills, job performance, and the uniform policies and practices of Turner in controlling the work they did in the Landman position and denying them overtime.

119. Plaintiffs will fairly and adequately represent the Rule 23 class and the interests of all its members.

120. Plaintiffs have no interest that is antagonistic to or in conflict with those interests that they have undertaken to represent of the Rule 23 class as class representatives; instead, their interests perfectly coincide with those of individuals similarly situated in all material respects.

121. Plaintiffs have retained competent and experienced class action counsel who are able to effectively represent the interests of the Rule 23 class.

122. Questions of law and fact that are common to Rule 23 class predominate over any individual questions, specifically whether Turner violated the OMFWSA by willfully misclassifying individuals in the Landman position as independent contractors and then denying them overtime after it suffered or permitted them to work more than 40 hours in a workweek.

123. There is a community of interest among the class members in obtaining appropriate declaratory and injunctive relief, damages, and costs and attorneys' fees.

124. A Rule 23 class action for the Ohio overtime claims is superior to other litigation methods (including individual litigation) for the fair and efficient adjudication of the claims of Plaintiffs and others in the Landman position presented in this First Amended Complaint and will prevent undue financial, administrative, and procedural burdens on the parties and the Court.

125. Plaintiffs and their counsel are not aware of any other pending litigation on behalf of the Rule 23 class or individual class members related to these claims.

126. Because the damages sustained by individual members of the Rule 23 class are modest compared to the substantial resources of Turner and due to the costs of individual litigation, it will be impracticable for class members to pursue individual litigation against Turner in order to vindicate their rights, and individual actions would create the risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Turner with respect to individuals currently or formerly employed in the Landman position.

127. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a Rule 23 class.

VI. Causes of Action

A. First Count: Fair Labor Standards Act Violation

128. Plaintiffs incorporate by reference the foregoing allegations as if fully rewritten herein.

129. Turner's practice and policy of misclassifying Plaintiffs and all other similarly-situated employees as independent contractors violated the FLSA, 29 U.S.C §§ 201-219.

130. Turner's failure to pay Plaintiffs and all other similarly-situated employees overtime compensation at the rate of one and one-half times their regular rate of pay for all the hours they worked over 40 each workweek willfully, knowingly, and/or recklessly violated the FLSA, 29 U.S.C. §§ 201-219, and deprived Plaintiffs and others in the Landman position overtime they had earned.

B. Second Count: Ohio Minimum Fair Wage Standards Act Violation

131. Plaintiffs incorporate by reference the foregoing allegations as if fully rewritten herein.

132. Turner's practice and policy of misclassifying Plaintiffs and all other similarly-situated employees as independent contractors violated the OMFWSA, R.C. Ch. § 4111.

133. Turner's failure to pay Plaintiffs and all other similarly-situated employees overtime compensation at the rate of one and one-half times their regular rate of pay for all the hours they worked over 40 each workweek willfully, knowingly, and/or recklessly violated the OMFWSA, Ohio R.C. Ch. § 4111, and deprived Plaintiffs and others in the Landman position overtime they had earned.

VII. Prayer for Relief

WHEREFORE, Plaintiffs, and all those similarly situated, collectively pray that this Honorable Court:

A. Issue an order permitting this litigation to proceed conditionally as both a statutory representative action and a Rule 23 class action;

B. Permit expedited discovery limited to determining the identity, last known residential address and telephone number, and email address of members of the Collective and Rule 23 classes, as well as Turner's records reflecting the overtime to which they were assigned and/or suffered or permitted to work and the amounts they were paid for working those hours;

C. Approve prompt notice, pursuant to 29 U.S.C. §216(b) and OMFWSA, to all collective and Rule 23 class members that this litigation is pending and about their rights and the process to “opt-in” the FLSA action and “opt-out” from the OMFWSA action;

D. Declare that Turner has violated the FLSA and the OMFWSA;

E. Award Plaintiffs and the class they represent actual damages for unpaid overtime compensation;

F. Award Plaintiffs and the class they represent liquidated damages equal in the amount of the unpaid overtime compensation;

G. Award Plaintiffs and the class they represent pre- and post-judgment interest at the statutory rate;

H. Award Plaintiffs and the class they represent attorneys’ fees and costs; and

I. Award Plaintiffs and the class they represent such further and additional relief as this Court deems just and proper.

Respectfully submitted

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JURY DEMAND

Plaintiffs Jonathan Stanley and Mary Elliott hereby demand a trial by jury in this action.

Respectfully submitted,

/s/ Edward R. Forman
Edward R. Forman (0076651)