

**THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

Rondellte Frazier, individually and	§	
on behalf of all others similarly	§	
situated,	§	
	§	CA No.: 3:16-cv-2657-M
Plaintiff,	§	
v.	§	Collective Action
	§	
Dallas/Fort Worth International	§	Jury Demanded
Airport Board; the Joint Venture	§	
Manhattan/ Byrne/JRT/3i; Wells	§	
Global, LLC; EAS Contracting,	§	
LP; Haydon Building Corp.;	§	
Phillips/May Corporation; and	§	
Balfour Beatty Construction	§	
Corporation	§	
	§	
Defendants.	§	

PLAINTIFF’S FIRST AMENDED COLLECTIVE ACTION COMPLAINT

Rondellte Frazier (“**Plaintiff**”) brings this Fair Labor Standards Act (“**FLSA**”) suit against Dallas/Fort Worth International Airport Board (hereinafter “**D/FW Airport**”), the Joint Venture Manhattan/Byrne/JRT/3i/ (hereinafter “**MBJ3**”), Wells Global, LLC (“**Wells Global**”), EAS Contracting, LP (“**EAS**”), Haydon Building Corp. (“**Haydon**”), Phillips/May Corporation (“**Phillips**”), and Balfour Beatty Construction Corporation (“**Balfour**”) (MBJ3, Wells Global, EAS, Haydon, Phillips and Balfour each a “**Contractor**” and collectively “**Contractors**”) (D/FW Airport and Contractors collectively “**Defendants**”).

A. Parties.

1. Plaintiff is an individual residing in the Northern District of Texas. In the three-year period preceding the filing of this action, Plaintiff was jointly employed by (a) D/FW Airport and MBJ3; (b) D/FW Airport and Wells Global; (c) D/FW Airport and EAS; (d) D/FW Airport and Haydon; (e) D/FW Airport and Phillips; and (f) D/FW Airport and Balfour within the meaning of the FLSA. Plaintiff's written consent to become a party plaintiff has previously been filed with the Court.
2. The Class Members are other Civilian Security Officers that were employed by D/FW Airport and at least one of the Contractors in the three-year period preceding the filing of this action and were not paid overtime as required by the FLSA. Plaintiff proposes that the Class Members be divided into sub-classes as follows:
 - a. Civilian Security Officers jointly employed by DFW Airport and MBJ3;
 - b. Civilian Security Officers jointly employed by DFW Airport and Wells Global;
 - c. Civilian Security Officers jointly employed by DFW Airport and EAS;
 - d. Civilian Security Officers jointly employed by DFW Airport and Haydon;
 - e. Civilian Security Officers jointly employed by DFW Airport and Phillips; and
 - f. Civilian Security Officers jointly employed by DFW Airport and Balfour.

On information and belief many of the Class Members will qualify for more than one sub-class.

3. D/FW Airport is an entity operating in the Northern District of Texas and is an entity engaged in commerce or the production of goods for commerce within the

meaning of the FLSA and is obligated to ensure that all employees are paid in accordance with the FLSA.

4. MBJ3 is a joint venture operating in the Northern District of Texas and is an entity engaged in commerce or the production of goods for commerce within the meaning of the FLSA and is obligated to ensure that all employees are paid in accordance with the FLSA.
5. Wells Global is an entity operating in the Northern District of Texas and is an entity engaged in commerce or the production of goods for commerce within the meaning of the FLSA and is obligated to ensure that all employees are paid in accordance with the FLSA.
6. EAS is an entity operating in the Northern District of Texas and is an entity engaged in commerce or the production of goods for commerce within the meaning of the FLSA and is obligated to ensure that all employees are paid in accordance with the FLSA.
7. Haydon is an entity operating in the Northern District of Texas and is an entity engaged in commerce or the production of goods for commerce within the meaning of the FLSA and is obligated to ensure that all employees are paid in accordance with the FLSA.
8. Phillips is an entity operating in the Northern District of Texas and is an entity engaged in commerce or the production of goods for commerce within the meaning of the FLSA and is obligated to ensure that all employees are paid in accordance with the FLSA.

9. Balfour is an entity operating in the Northern District of Texas and is an entity engaged in commerce or the production of goods for commerce within the meaning of the FLSA and is obligated to ensure that all employees are paid in accordance with the FLSA.

B. Jurisdiction and Venue.

10. Venue of this action is proper in this district and division because the events giving rise to the cause of action alleged herein occurred in this division and judicial district. Venue exists in the judicial district pursuant to 28 U.S.C. § 1391.
11. Each of the Defendants conducts substantial business in the Northern District of Texas and has sufficient minimum contacts with this state to be subject to this Court's jurisdiction.
12. This Court has jurisdiction over this case pursuant to the district court's federal question jurisdiction as set forth in 28 U.S.C. § 1331. Specifically, this case is brought pursuant to the FLSA, 29 U.S.C. § 201 *et seq.*, as amended.

C. Coverage.

13. At all material times, D/FW Airport has acted, directly or indirectly, in the interest of an employer with respect to Plaintiff.
14. At all times hereinafter mentioned, D/FW Airport has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
15. At all material times, MBJ3 has acted, directly or indirectly, in the interest of an employer with respect to Plaintiff.

16. At all times hereinafter mentioned, MBJ3 has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
17. At all material times, Wells Global has acted, directly or indirectly, in the interest of an employer with respect to Plaintiff.
18. At all times hereinafter mentioned, Wells Global has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
19. At all material times, EAS has acted, directly or indirectly, in the interest of an employer with respect to Plaintiff.
20. At all times hereinafter mentioned, EAS has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
21. At all material times, Haydon has acted, directly or indirectly, in the interest of an employer with respect to Plaintiff.
22. At all times hereinafter mentioned, Haydon has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
23. At all material times, Phillips has acted, directly or indirectly, in the interest of an employer with respect to Plaintiff.
24. At all times hereinafter mentioned, Phillips has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
25. At all material times, Balfour has acted, directly or indirectly, in the interest of an employer with respect to Plaintiff.
26. At all times hereinafter mentioned, Balfour has been an employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

27. At all times hereinafter mentioned, each of the Defendants has been an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).
28. At all times hereinafter mentioned, each of the Defendants has been an enterprise engaged in commerce in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has had employees engaging in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce for any person and in that said enterprise has had and has an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level which are separately stated). Defendants operate and construct an international airport and its terminals.
29. At all times hereinafter mentioned, Plaintiff was an individual employee of each of the Defendants who was engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. § 207.
30. During various weeks in the three years preceding the filing of this lawsuit Plaintiff was jointly employed by (a) D/FW Airport and MBJ3; (b) D/FW Airport and Wells Global; (c) D/FW Airport and EAS; (d) D/FW Airport and Haydon; (e) D/FW Airport and Phillips; and (f) D/FW Airport and Balfour within the applicable statute of limitations.

D. Factual Allegations.

(i) Employment Status

31. D/FW Airport employs security guards (“**Civilian Security Officers**”) to provide security services (the “**Security Services**”) to protect the Dallas/Fort Worth International Airport.
32. D/FW Airport contracted with Contractors to construct an updated airport terminal at the Dallas/Fort Worth International Airport. D/FW Airport and Contractors work together to deliver this updated airport terminal.
33. Plaintiff and the Class Members perform security services at the Dallas/Fort Worth International Airport. Plaintiff is paid by different entities for performing those Security Services. Some of the time he is paid by D/FW Airport and some of the time he is paid by one of the Contractors. Regardless of which entity pays him, Plaintiff is performing the same Security Services.
34. D/FW Airport employed Plaintiff as a Civilian Security Officer in the Department of Public Safety on June 13, 2011, and he is presently employed by D/FW Airport in that capacity as a regular, full-time employee.
35. While performing Security Services as an employee of D/FW Airport, D/FW Airport and Contractors consider the Plaintiff to be performing “on duty” Security Services. While performing the Security Services allegedly as an independent contractor for one of the Contractors, D/FW Airport and Contractors consider the Plaintiff to be performing “off duty” Security Services.

36. Each of the Contractors allegedly employ Plaintiff as an “independent contractor” to perform the Security Services. Although labeled an independent contractor, under the economic realities test Plaintiff is actually a joint employee of (a) D/FW Airport and MBJ3 when he is performing “off duty” services for MBJ3; (b) D/FW Airport and Wells Global when he is performing “off duty” services for Wells Global; (c) D/FW Airport and EAS when he is performing “off duty” services for ESA; (d) D/FW Airport and Haydon when he is performing “off duty” services for Haydon; (e) D/FW Airport and Phillips when he is performing “off duty” services for Phillips; and (f) D/FW Airport and Balfour when he is performing “off duty” services for Balfour.
37. At all times D/FW Airport and MBJ3 consider the Plaintiff and the Class Members to have more than one job/employer and thus do not combine the hours worked by Plaintiff and the Class Members for D/FW Airport and MBJ3 for purposes of determining whether Plaintiff and the Class Members have worked more than 40 hours in a work week.
38. At all times D/FW Airport and Wells Global consider the Plaintiff and the Class Members to have more than one job/employer and thus do not combine the hours worked by Plaintiff and the Class Members for D/FW Airport and Wells Global for purposes of determining whether Plaintiff and the Class Members have worked more than 40 hours in a work week.
39. At all times D/FW Airport and EAS consider the Plaintiff and the Class Members to have more than one job/employer and thus do not combine the hours worked

by Plaintiff and the Class Members for D/FW Airport and EAS for purposes of determining whether Plaintiff and the Class Members have worked more than 40 hours in a work week.

40. At all times D/FW Airport and Haydon consider the Plaintiff and the Class Members to have more than one job/employer and thus do not combine the hours worked by Plaintiff and the Class Members for D/FW Airport and Haydon for purposes of determining whether Plaintiff and the Class Members have worked more than 40 hours in a work week.

41. At all times D/FW Airport and Phillips consider the Plaintiff and the Class Members to have more than one job/employer and thus do not combine the hours worked by Plaintiff and the Class Members for D/FW Airport and Phillips for purposes of determining whether Plaintiff and the Class Members have worked more than 40 hours in a work week.

42. At all times D/FW Airport and Balfour consider the Plaintiff and the Class Members to have more than one job/employer and thus do not combine the hours worked by Plaintiff and the Class Members for D/FW Airport and Balfour for purposes of determining whether Plaintiff and the Class Members have worked more than 40 hours in a work week.

43. The alleged arrangement for Plaintiff and the Class Members to allegedly work some hours for D/FW Airport and some hours for one of the Contractors is a sham and was constructed by D/FW Airport and each of the Contractors to, among other reasons, avoid paying overtime wages.

44. While performing the Security Services allegedly for any of the Contractors, Plaintiff, among other things:

- a. Works at the same location as he does when performing Security Services while employed by D/FW Airport;
- b. wears the same badge as he does when performing Security Services while employed by D/FW Airport;
- c. wears the same uniform as he does when performing Security Services while employed by D/FW Airport;
- d. uses the same D/FW Airport equipment as he does when performing Security Services while employed by D/FW Airport;
- e. reports to the same D/FW Airport supervisors as he does when performing Security Services while employed by D/FW Airport;
- f. performs the same duties as he does when performing Security Services while employed by D/FW Airport;
- g. performs work side-by-side with security officers employed by D/FW Airport and security officers allegedly employed by Contractors;
- h. follows the same D/FW Airport rules and policies as he does when performing Security Services while employed by D/FW Airport;
- i. is subject to and is disciplined by D/FW Airport; and
- j. can be fired by D/FW Airport.

45. When the Civilian Security Officers are jointly employed by (a) D/FW Airport and MBJ3; (b) D/FW Airport and Wells Global; (c) D/FW Airport and EAS; (d) D/FW

Airport and Haydon; (e) D/FW Airport and Phillips; or (f) D/FW Airport and Balfour, they are doing the exact same job. In fact, at many assignment posts one could find a Civilian Security Officer employed by D/FW Airport and a Civilian Security Officer allegedly employed by one of the Contractors working together side-by-side doing the same tasks and performing the same Security Services. One could not tell the difference in the Civilian Security Officers employed by D/FW Airport and the Civilian Security Officers employed by one of the Contractors.

46. When Plaintiff is allegedly employed as an independent contractor for MBJ3, D/FW Airport and MBJ3:

- a. jointly supervise and control the work of Plaintiff while he is performing Security Services regardless of whether he is performing those services while employed by D/FW Airport or MBJ3;
- b. jointly have the power to hire and fire Plaintiff;
- c. jointly determine the rate and method of payment;
- d. jointly maintained employment records including records of hours works and posts manned;
- e. jointly determine the essential terms and conditions of Plaintiff's employment; and
- f. jointly exercise control over the work performed by Plaintiff.

47. When Plaintiff is allegedly employed as an independent contractor for Wells Global, D/FW Airport and Wells Global:

- a. jointly supervise and control the work of Plaintiff while he is performing Security Services regardless of whether he is performing those services while employed by D/FW Airport or Wells Global;
- b. jointly have the power to hire and fire Plaintiff;
- c. jointly determine the rate and method of payment;
- d. jointly maintained employment records including records of hours works and posts manned;
- e. jointly determine the essential terms and conditions of Plaintiff's employment; and
- f. jointly exercise control over the work performed by Plaintiff.

48. When Plaintiff is allegedly employed as an independent contractor for EAS, D/FW Airport and EAS:

- a. jointly supervise and control the work of Plaintiff while he is performing Security Services regardless of whether he is performing those services while employed by D/FW Airport or EAS;
- b. jointly have the power to hire and fire Plaintiff;
- c. jointly determine the rate and method of payment;
- d. jointly maintained employment records including records of hours works and posts manned;
- e. jointly determine the essential terms and conditions of Plaintiff's employment; and
- f. jointly exercise control over the work performed by Plaintiff.

49. When Plaintiff is allegedly employed as an independent contractor for Haydon, D/FW Airport and Haydon:

- a. jointly supervise and control the work of Plaintiff while he is performing Security Services regardless of whether he is performing those services while employed by D/FW Airport or Haydon;
- b. jointly have the power to hire and fire Plaintiff;
- c. jointly determine the rate and method of payment;
- d. jointly maintained employment records including records of hours works and posts manned;
- e. jointly determine the essential terms and conditions of Plaintiff's employment; and
- f. jointly exercise control over the work performed by Plaintiff.

50. When Plaintiff is allegedly employed as an independent contractor for Phillips, D/FW Airport and Phillips:

- a. jointly supervise and control the work of Plaintiff while he is performing Security Services regardless of whether he is performing those services while employed by D/FW Airport or Phillips;
- b. jointly have the power to hire and fire Plaintiff;
- c. jointly determine the rate and method of payment;
- d. jointly maintained employment records including records of hours works and posts manned;

- e. jointly determine the essential terms and conditions of Plaintiff's employment; and
- f. jointly exercise control over the work performed by Plaintiff.

51. When Plaintiff is allegedly employed as an independent contractor for Balfour, D/FW Airport and Balfour:

- a. jointly supervise and control the work of Plaintiff while he is performing Security Services regardless of whether he is performing those services while employed by D/FW Airport or Balfour;
- b. jointly have the power to hire and fire Plaintiff;
- c. jointly determine the rate and method of payment;
- d. jointly maintained employment records including records of hours works and posts manned;
- e. jointly determine the essential terms and conditions of Plaintiff's employment; and
- f. jointly exercise control over the work performed by Plaintiff.

52. Plaintiff and the Class Members are in fact joint employees of both D/FW Airport and the respective Contractor for which Plaintiff and the Class Members are working at the time.

53. "Where an employee performs work that simultaneously benefits more than one employer, the concept of 'joint employment' imposes individual and joint FLSA liability on all employers." *Parker v. ABC Debt Relief, Ltd. Co.*, 2013 WL 371573, *4 (N.D.Tex. Jan.28, 2013) (citing 29 C.F.R. § 791.2(a)).

54. Plaintiff and the Class Members meet this test with regard to D/FW Airport and the respective Contractor for which Plaintiff and the Class Members are working at the time because in addition to the reasons stated in paragraphs 46-51 above, among other reasons:

- a. The employment takes places on the premises of D/FW Airport;
- b. Both D/FW Airport and the respective Contractor exercise control over the Plaintiff and the Class Members; and
- c. Both D/FW Airport and the respective Contractor have the power to fire, hire, or modify the employment conditions of the Plaintiff and the Class Members.

(ii) Denial of Independent Contractor Status

55. Plaintiff denies that he and the Class Members are employed as “independent contractors” when they are employed by the respective Contractors.

56. When employed by a Contractor, that Contractor “manages” the work of the Plaintiff and Class Members.

- a. While employed for “off duty” work, each of the Contractors “manages” and “pays” the Plaintiff and the Class Members. See, statement of D/FW Airport in response Frazier’s EEOC charge stating “These construction contractors ... are independent employers who manage and pay these officers ...”

57. When employed by a Contractor, that Contractor has the authority to hire and fire the Plaintiff and Class Members.

- a. See, statement of D/FW Airport in response Frazier's EEOC stating "[t]he construction contractor ... has specifically requested that Frazier no longer is scheduled to work their off duty posts ..."

58. When employed by a Contractor, Plaintiff's and the Class Members' opportunity for profit and loss is determined by that Contractor as Plaintiff and the Class Members are paid on an hourly basis and have no ability to affect their profit and loss.

59. The need for security personnel is ongoing and a necessary service provided by Contractors on all their construction jobs.

- a. On information and belief, the Contractors have a reoccurring need for security services and such need is a fundamental service necessary to construction projects.

- b. Plaintiff has worked for each of the Contractors since at least 2011.

60. There is no investment by the Plaintiff and the Class Members in "tools of the trade."

61. There is no skill and initiative required by the Plaintiff and the Class Members regarding the performance of the Security Services.

(iii) Hours Worked and Pay Arrangements

62. Plaintiff and the Class Members were/are paid on an hourly basis.

63. As an employee of D/FW Airport Plaintiff works 40 hours per week performing the Security Services. In many, if not most, weeks Plaintiff works an additional number of hours per week allegedly as an independent contractor for one of the

Contractors performing those same Security Services. Plaintiff could work for more than one Contractor in any given week.

64. When the hours Plaintiff is assigned by D/FW Airport are combined with the hours Plaintiff is assigned by the respective Contractor for which Plaintiff is working, Plaintiff and similarly situated employees regularly work in excess of 40 hours a week. Plaintiff and similarly situated employees are not paid at an overtime rate for the combined hours.

65. Defendants do not pay Plaintiff and similarly situated employees, time-and-one-half their regular rate of pay for the hours that Plaintiff and similarly situated employees for all hours worked over 40 hours a week because they count the “on duty” work and “off duty” work as separate jobs and do not combine the hours worked to determine if Plaintiff has worked over 40 hours in a given week.

66. Defendants knowingly, willfully, and/or with reckless disregard carried out their illegal pattern and/or practice of failing to pay the minimum wage and/or overtime compensation with respect to Plaintiff and similarly situated employees.

a. Upon information and belief D/FW Airport and each of the Contractors intentionally devised the illegal payments scheme in an attempt to avoid the overtime and other compensation laws.

b. Plaintiff addressed his concerns about joint employment with representatives of D/FW Airport in both 2015 and 2016. His concerns were dismissed and Plaintiff was told that it was separate employment when in fact if D/FW Airport and each of the Contractors would have investigated

his concerns, D/FW Airport and each of the Contractors would have realized it was a joint employer and responsible for FLSA violations.

67. Plaintiff has retained the Law Office of Chris R. Miltenberger, PLLC to represent her in this litigation and has agreed to pay a reasonable fee of its services.

E. Collective Action Allegations.

68. Other employees have been victimized by this pattern, practice, and policy which is in willful violation of the FLSA. Other Civilian Security Officers were/are paid in the same manner as Plaintiff, i.e., the hours assigned by D/FW Airport were/are not combined with the hours assigned by the respective Contractors to determine overtime eligibility. The illegal practices or policies of Defendants have been uniformly imposed on the Class Members.

69. The Class Members performed job duties typically associated with non-exempt employees. Their duties were routine and did not require the exercise of independent judgment or discretion. Moreover, these employees regularly worked more than 40 hours in a workweek and were not paid one and one-half their regular rate of pay for hours worked in excess of 40 hours in a work week.

70. Accordingly, the employees victimized by Defendants' unlawful pattern and practices are similarly situated to Plaintiff in terms of job duties and pay provisions.

71. Defendants' failure to pay overtime compensation at the rates required by the FLSA are due to a generally applicable policies or practices and do not depend on the personal circumstances of the Class Members. Thus, Plaintiff's experience is typical of the experience of the Class Members.

72. The specific job titles, precise job requirements or job locations of the various Class Members do not prevent collective treatment. All Class Members, regardless of their work location, precise job requirements or rates of pay, are entitled to be paid overtime compensation for hours worked in excess of 40 hours per week when the hours of the joint employers are combined. Although the issue of damages may be individual in character, there is no detraction from the common nucleus of liability facts. The questions of law and fact are common to Plaintiff and the Class Members.

73. Accordingly, the sub-classes of similarly situated plaintiffs are properly defined as:

- a. **All Civilian Security Officers who were employed by D/FW Airport and MBJs as an alleged independent contractor at any time during the three years preceding the filing of this lawsuit and who worked in excess of 40 hours in one or more workweeks and were not compensated at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in one or more workweeks;**
- b. **All Civilian Security Officers who were employed by D/FW Airport and Wells Global as an alleged independent contractor at any time during the three years preceding the filing of this lawsuit and who worked in excess of 40 hours in one or more workweeks and were not compensated at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in one or more workweeks;**
- c. **All Civilian Security Officers who were employed by D/FW Airport and EAS as an alleged independent contractor at any time during the three years preceding the filing of this lawsuit and who worked in excess of 40 hours in one or more workweeks and were not compensated at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in one or more workweeks;**
- d. **All Civilian Security Officers who were employed by D/FW Airport and Haydon as an alleged independent contractor at any time during the three years preceding the filing of this lawsuit and who worked in excess of 40 hours in one or more workweeks and were not compensated at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in one or more workweeks;**

- e. **All Civilian Security Officers who were employed by D/FW Airport and Phillips as an alleged independent contractor at any time during the three years preceding the filing of this lawsuit and who worked in excess of 40 hours in one or more workweeks and were not compensated at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in one or more workweeks; and**
- f. **All Civilian Security Officers who were employed by D/FW Airport and Balfour as an alleged independent contractor at any time during the three years preceding the filing of this lawsuit and who worked in excess of 40 hours in one or more workweeks and were not compensated at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in one or more workweeks.**

74. Plaintiff brings this action on behalf of similarly situated employees.

75. As a collective action, Plaintiff seeks this Court's appointment and/or designation as representative of a group of similarly situated individuals as defined herein.

F. Cause of Action Against D/FW Airport and MBJ3 for Failure to Pay Wages in Accordance with the Fair Labor Standards Act.

76. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.

77. With regard to Plaintiff and the Class Members of sub-class a, during the relevant period, D/FW Airport and MBJ3, individually and as joint employers, have violated Section 7 of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, without compensating such employees for their work in excess of forty hours per week at rates no less than one-and-a-half times the regular rates for which they were employed.

78. D/FW Airport and MBJ3 knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice of failing to pay the minimum wage and/or overtime compensation with respect to Plaintiff and the Class Members.

79. D/FW Airport and MBJ3 did not act in good faith and/or have reasonable grounds for a belief that their actions did not violate the FLSA nor did they act in reliance upon any of the following in formulating their pay practices: (a) case law; (b) the FLSA, 29 U.S.C. § 201, et seq.; (c) Department of Labor Wage & Hour Opinion Letters; or (d) the Code of Federal Regulations.

G. Cause of Action Against D/FW Airport and Wells Global for Failure to Pay Wages in Accordance with the Fair Labor Standards Act.

80. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.

81. With regard to Plaintiff and the Class Members of sub-class b, during the relevant period, D/FW Airport and Wells Global, individually and as joint employers, have violated Section 7 of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, without compensating such employees for their work in excess of forty hours per week at rates no less than one-and-a-half times the regular rates for which they were employed.

82. D/FW Airport and Wells Global knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice of failing to pay the minimum wage and/or overtime compensation with respect to Plaintiff and the Class Members.

83. D/FW Airport and Wells Global did not act in good faith and/or have reasonable grounds for a belief that their actions did not violate the FLSA nor did they act in reliance upon any of the following in formulating their pay practices: (a) case law; (b) the FLSA, 29 U.S.C. § 201, et seq.; (c) Department of Labor Wage & Hour Opinion Letters; or (d) the Code of Federal Regulations.

H. Cause of Action Against D/FW Airport and EAS for Failure to Pay Wages in Accordance with the Fair Labor Standards Act.

84. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.

85. With regard to Plaintiff and the Class Members of sub-class c, during the relevant period, D/FW Airport and EAS, individually and as joint employers, have violated Section 7 of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, without compensating such employees for their work in excess of forty hours per week at rates no less than one-and-a-half times the regular rates for which they were employed.

86. D/FW Airport and EAS knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice of failing to pay the minimum wage and/or overtime compensation with respect to Plaintiff and the Class Members.
87. D/FW Airport and EAS did not act in good faith and/or have reasonable grounds for a belief that their actions did not violate the FLSA nor did they act in reliance upon any of the following in formulating their pay practices: (a) case law; (b) the FLSA, 29 U.S.C. § 201, et seq.; (c) Department of Labor Wage & Hour Opinion Letters; or (d) the Code of Federal Regulations.

I. Cause of Action Against D/FW Airport and Haydon for Failure to Pay Wages in Accordance with the Fair Labor Standards Act.

88. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.
89. With regard to Plaintiff and the Class Members of sub-class d, during the relevant period, D/FW Airport and Haydon, individually and as joint employers, have violated Section 7 of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, without compensating such employees for their work in excess of forty hours per week at rates no less than one-and-a-half times the regular rates for which they were employed.

90. D/FW Airport and Haydon knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice of failing to pay the minimum wage and/or overtime compensation with respect to Plaintiff and the Class Members.

91. D/FW Airport and Haydon did not act in good faith and/or have reasonable grounds for a belief that their actions did not violate the FLSA nor did they act in reliance upon any of the following in formulating their pay practices: (a) case law; (b) the FLSA, 29 U.S.C. § 201, et seq.; (c) Department of Labor Wage & Hour Opinion Letters; or (d) the Code of Federal Regulations.

J. Cause of Action Against D/FW Airport and Phillips for Failure to Pay Wages in Accordance with the Fair Labor Standards Act.

92. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.

93. With regard to Plaintiff and the Class Members of sub-class e during the relevant period, D/FW Airport and Phillips, individually and as joint employers, have violated Section 7 of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, without compensating such employees for their work in excess of forty hours per week at rates no less than one-and-a-half times the regular rates for which they were employed.

94. D/FW Airport and Phillips knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice of failing to pay the minimum wage and/or overtime compensation with respect to Plaintiff and the Class Members.

95. D/FW Airport and Phillips did not act in good faith and/or have reasonable grounds for a belief that their actions did not violate the FLSA nor did they act in reliance upon any of the following in formulating their pay practices: (a) case law; (b) the FLSA, 29 U.S.C. § 201, et seq.; (c) Department of Labor Wage & Hour Opinion Letters; or (d) the Code of Federal Regulations.

K. Cause of Action Against D/FW Airport and Balfour for Failure to Pay Wages in Accordance with the Fair Labor Standards Act.

96. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.

97. With regard to Plaintiff and the Class Members of sub-class f, during the relevant period, D/FW Airport and Balfour, individually and as joint employers, have violated Section 7 of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, without compensating such employees for their work in excess of forty hours per week at rates no less than one-and-a-half times the regular rates for which they were employed.

98. D/FW Airport and Balfour knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice of failing to pay the minimum wage and/or overtime compensation with respect to Plaintiff and the Class Members.

99. D/FW Airport and Balfour did not act in good faith and/or have reasonable grounds for a belief that their actions did not violate the FLSA nor did they act in reliance upon any of the following in formulating their pay practices: (a) case law; (b) the

FLSA, 29 U.S.C. § 201, et seq.; (c) Department of Labor Wage & Hour Opinion Letters; or (d) the Code of Federal Regulations.

L. Jury Demand.

100. Plaintiff demands a trial by jury herein.

M. Relief Sought.

101. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that he and all and all those who consent to be opt-in plaintiffs in this collective action recover jointly and severally from D/FW Airport and each respective Contractor for their respective sub-classes, the following:

- a. An Order recognizing this proceeding as a collective action pursuant to Section 216(b) of the FLSA and appointing Plaintiff and his counsel to represent the Class Members;
- b. An Order requiring Defendants to provide the names, addresses, email addresses and telephone numbers of all potential Class Members;
- c. An Order approving the form and content of a notice to be sent to all potential Class Members advising them of the pendency of this litigation and of their rights with respect thereto;
- d. Overtime compensation for all unpaid hours worked up until the time of trial and judgment in excess of forty hours in any workweek at the rate of one-and-one-half times their regular rates;

- e. All unpaid wages and overtime compensation up until the time of trial and judgment;
- f. An award of liquidated damages pursuant to 29 U.S.C § 216 as a result of the Defendants' failure to pay overtime compensation pursuant to the FLSA;
- g. Reasonable attorney's fees, expert fees, costs, and expenses of this action as provided by the FLSA;
- h. Pre-judgment and post-judgment interest at the highest rates allowed by law; and
- i. Such other relief as to which Plaintiff may be entitled.

Respectfully submitted,

By: /s/ Chris R. Miltenberger
Chris R. Miltenberger
Texas Bar Number: 14171200

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Designated as Lead Attorney

Attorney for Plaintiff

Certificate of Service

The undersigned certifies that on November 8, 2016, the foregoing document was filed electronically through the Court's CM/ECF system in compliance with the Local Rules.

By: /s/ Chris R. Miltenberger
Chris R. Miltenberger