

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CIVIL ACTION NO. 7:21-cv-178

MORGAN CAMPBELL, *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

FRANK INSTITUTE FOR HEALTH AND
WELLNESS, PLLC, a North Carolina
corporation, LAB MANAGEMENT GROUP,
LLC d/b/a ANY LAB TEST NOW OF
WILMINGTON, a North Carolina
corporation, and HARRISON GABRIEL
FRANK, M.D., an individual,

Defendants.

COMPLAINT

JURY TRIAL DEMANDED

COMES NOW Plaintiff, Morgan Campbell (“Plaintiff”), on behalf of herself and all others similarly situated, by and through undersigned counsel, and files this Complaint as follows:

Plaintiff, Morgan Campbell, on behalf of herself and all others similarly situated, brings this action against Defendants Frank Institute for Health and Wellness, PLLC, Lab Management Group, LLC d/b/a Any Lab Test Now of Wilmington, and Harrison Gabriel Frank, M.D., (collectively, “Defendants”) for violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, the North Carolina Wage and Hour Act (“NCWHA”), N.C. Gen. Stat. §§ 95-25.1 *et seq.*, and for breach of oral or implied contract.

NATURE OF THE ACTION

1. Plaintiff alleges on behalf of herself, individually, and all other similarly situated current and former non-exempt hourly employees of the Defendants, who elect to opt-in to this action pursuant to the collective action provision of 29 U.S.C. § 216(b) (the "Collective Action Members") that they are entitled to, (i) unpaid wages including overtime premiums for all hours worked exceeding forty (40) in a workweek; (ii) overtime bonus premiums; and (iii) statutory penalties, including liquidated damages, pursuant to the FLSA, 29 U.S.C. §§ 201 *et seq.*, specifically 29 U.S.C. §§ 207, 216(b).

2. Plaintiff further complains, pursuant to Federal Rule of Civil Procedure 23, on behalf of herself, individually, and all similarly situated employees of Defendants, who work or worked in the state of North Carolina (the "North Carolina Class") that Defendants violated the NCWHA by failing to pay all wages earned as promised, including vacation time, and that Plaintiffs are entitled to all unpaid wages, plus interest, liquidated damages, costs and fees and penalties as allowed for Defendants' violations of the NCWHA, N.C. Gen. Stat. §§ 95-25.1 *et seq.*

3. Plaintiff further complains, individually, that Defendants breached an oral or implied contract by failing to pay all sums promised and that Plaintiff is entitled to damages, costs, and fees.

PARTIES, JURISDICTION, AND VENUE

4. Plaintiff is, and at all relevant times was, a resident of Wilmington, North Carolina and worked as a non-exempt hourly employee for Defendants from October 2019 to August 2021 as a medical specialist. A written consent form for Campbell is attached hereto as Exhibit A, pursuant to 29 U.S.C. § 216(b).

5. Defendant Frank Institute for Health and Wellness, PLLC (“Frank Institute”) is a North Carolina professional limited liability company and has its principal place of business in Wilmington, North Carolina.

6. Defendant Lab Management Group, LLC d/b/a Any Lab Test Now of Wilmington (“Lab Management”) is a North Carolina limited liability company and has its principal place of business in Wilmington, North Carolina.

7. Defendant Harrison Gabriel Frank, M.D. (“Frank”) is, and at all relevant times was, a resident of Wilmington, North Carolina.

8. Defendant Frank is an offer of, and owns and operates Frank Institute.

9. Defendant Frank is an offer of, and owns and operates Lab Management.

10. Upon information and belief, Frank allocated compensation to employees, made wage payment decisions, set policies and practices regarding employee pay and made, and continues to make, hiring and firing decisions for Frank Institute.

11. Upon information and belief, Frank allocated compensation to employees, made wage payment decisions, set policies and practices regarding employee pay and made, and continues to make, hiring and firing decisions for Lab Management.

12. Plaintiff is informed and believes, and based upon such information and belief alleges, that the Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

13. Plaintiff is further informed and believes, and based upon such information and belief alleges, that at all times mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint venturers, alter egos, and/or partners of each of the other

Defendants, and were, at all such times, acting within the course and scope of said employment and/or agency; furthermore, that each and every Defendant herein, while acting as a high corporate officer, director, and/or managing agent, principal, and/or employer, expressly directed, consented to, approved, affirmed, and ratified each and every action taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the matters referred to herein.

14. Plaintiff is further informed and believes, and based upon such information and belief alleges, that at all times herein mentioned, Defendants, and each of them, proximately caused Plaintiff, the Collective Action Members, and the North Carolina Class to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

15. Plaintiff is further informed and believes, and based upon such information and belief alleges, that Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuit of said joint venture, partnership and common enterprise and, as such were co-employers of Plaintiff, the Collective Action Members and the North Carolina Class members.

16. Plaintiff is further informed and believes, and based upon such information and belief alleges, that Defendants, and each of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every one of the other Defendants in proximately causing the injuries and/or damages alleged in this Complaint.

17. Plaintiff is further informed and believes, and based upon such information and belief alleges, that Frank made all decisions on a daily basis regarding pay policies and exerted

financial and operative control over Frank Institute, and is therefore individually liable under the FLSA and the NCWHA.

18. Plaintiff is further informed and believes, and based upon such information and belief alleges, that Frank made all decisions on a daily basis regarding pay policies and exerted financial and operative control over Lab Management, and is therefore individually liable under the FLSA and the NCWHA.

19. At all relevant times, Plaintiff and other similarly situated individuals were Defendants' "employees" as that term is defined by the FLSA and the NCWHA.

20. This Court has original federal question jurisdiction under 28 U.S.C. § 1331 for the claims brought under the FLSA, 29 U.S.C. § 201 *et. seq.*

21. Defendants employed Plaintiff and employs/employed others in this judicial district, owns and operates a clinic and lab in this judicial district, and is registered to transact business in the State of North Carolina.

22. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367 for the pendent state claims because they arise out of the same nucleus of operative facts as the FLSA claim.

23. All of the alleged causes of action can be determined in this judicial proceeding and will provide judicial economy, fairness and convenience for the parties.

COVERAGE ALLEGATIONS

24. At all times hereinafter mentioned, Defendants have been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

25. At all times hereinafter mentioned, Defendants have been an enterprise within the meaning of Section 3(r) of the FLSA 29 U.S.C. § 203(r).

26. At all times hereinafter mentioned, Defendants have been an enterprise engaged in commerce or 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 the enterprise has had employees engaged 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 by any person and in that the 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).

27. At all times hereinafter mentioned, Plaintiffs have been employees within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e).

28. At all times hereinafter mentioned, Plaintiff was individual employees who were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206-207.

29. At all times hereinafter mentioned, Defendants have been an employer within the meaning of Section 95-25.2(5) of the NCWHA, N.C. Gen. Stat. §§ 95-25.2(5).

30. At all times hereinafter mentioned, Plaintiffs were employees within the meaning of Section 95-25.2(4) of the NCWHA, N.C. Gen. Stat. §§ 95-25.2(4).

ADMINISTRATIVE EXHAUSTION

31. The foregoing paragraphs are incorporated herein by reference.

32. Plaintiff filed her EEOC charge alleging sex discrimination, harassment, and hostile work environment on behalf of herself and all others similarly situated on September 30, 2021. Upon receiving a Notice of Right to Sue from the EEOC, Plaintiff intends to amend her complaint and to file her Title VII claims on behalf of herself and all others similarly situated.

STATEMENT OF FACTS

33. The foregoing paragraphs are incorporated herein by reference.

34. Frank is the managing member and owner of Defendant Frank Institute.

35. Frank supervised and directed the work of all Frank Institute employees and had final decision-making authority over employees' terms and conditions of employment, including wage payment.

36. Plaintiff was employed by Defendants as a medical specialist.

37. Defendants employ non-exempt hourly employees with various titles, (for example: medical assistant, medical specialist, clinical secretary, etc.) but who generally all perform the same or similar tasks of a medical specialist.

38. These tasks, generally performed by non-exempt hourly employees include but are not limited to: patient coordinating; responding to phone calls and emails from new patients and scheduling appointments; phlebotomy (e.g., blood draws), IV placement, and injections; supply inventory and ordering; marketing, selling, and ordering supplements; placing orders for medications with the pharmacy; performing tasks geared towards increasing the revenue and income of Frank Institute; and attending networking and marketing events at the direction of Frank or the general manager.

39. Plaintiff performed work for Defendants at an event on October 15, 2019. The event was called "Finding Beauty Inside and Out."

40. Plaintiff was not paid for the work performed on October 15, 2019.

41. From November 4, 2019 to April 9, 2021, Plaintiff was paid an hourly rate plus bonus incentives.

42. During the relevant time period, Plaintiff, other non-exempt hourly employees, and other similarly situated employees were paid bonuses and other incentives based on percentages of sales, clinic income, and the number of new patients. These incentives were referred to as a “bonus.”

43. Defendants did not provide an itemized calculation of the bonus payments to Plaintiff or other similarly situated employees.

44. On occasion, Plaintiff found errors in the calculation of the bonus payments.

45. Upon information and belief, Plaintiff and other similarly situated employees were not paid for all bonus incentives that were earned.

46. Throughout her employment, Plaintiff and other similarly situated employees regularly worked hours in excess of 40 hours per week in many individual weeks.

47. However, Plaintiff and other similarly situated employees were not paid overtime based on her/their regular rate of pay.

48. Plaintiff and other similarly situated employees were only paid overtime based on their/her straight-time hourly rate.

49. Bonus payments were not factored into the regular rate of pay for overtime compensation.

50. Plaintiff was a good employee and performed her job well.

51. Throughout her employment, Plaintiff received several raises. Her hourly rate was increased and her bonus percentages were increased.

52. On April 9, 2021, Plaintiff’s wages were changed to an annual salary of \$45,000 per year plus bonus incentives. However, her job duties did not change.

53. After the changes to her compensation structure, Plaintiff worked hours in excess of 40 hours per week.

54. Under the new salary plan, Plaintiff was not paid any overtime for her hours worked in excess of 40 hours per week.

55. Under the new salary plan, Plaintiff's base salary did not change based on how many hours she worked each week.

56. Plaintiff attended training for acoustic wave therapy in another town. She was not paid for her training time, travel time, or mileage.

57. Plaintiff and other similarly situated employees were not paid for their time spent training off-site, for travel time, or mileage.

58. Plaintiff and other similarly situated employees were required to run errands/perform tasks offsite, etc. which required them to drive to different locations in their personal vehicles.

59. Plaintiff and other similarly situated employees were almost always clocked out for these errands and they were not paid for their time, travel time, or mileage.

60. Plaintiff and other similarly situated employees were required to attend certain networking and marketing events by Defendants, however, they were not paid for all time spent at these events.

61. As part of Plaintiff's compensation and benefits package, Defendant agreed to pay for certain educational expenses, including but not limited to her nursing school tuition.

62. Defendants did, in fact, pay multiple installments of Plaintiff's nursing school tuition prior to August 23, 2021.

63. On August 23, 2021, Defendants provided Plaintiff and other similarly situated employees letters that purported to significantly alter their compensation structure, to the detriment of Plaintiffs.

64. Plaintiff and other similarly situated employees' pay was reduced and bonuses were removed.

65. The same August 23, 2021 letter indicated that Defendants were no longer paying for Plaintiff's nursing school tuition.

66. Plaintiff and other similarly situated employees did not agree to the changes to their compensation.

67. As a result of their changes to her compensation, other wage payment violations, and the harassment and discrimination subject of Plaintiff's EEOC Charge referenced herein above, Plaintiff resigned her employment on August 24, 2021.

68. Through Defendants' policies, Plaintiff had accrued but unused vacation time available to her at the time of her resignation.

69. The balance of Plaintiff's vacation was not paid to her in her final paycheck.

70. Upon information and belief, Defendants maintained a pattern and practice of not paying out full vacation accrual balances under its policy upon the separation of its employees.

71. Plaintiff contacted Frank in an attempt to receive full payment of her vacation accrual, but Defendants refused.

DEFENDANTS' KNOWLEDGE

72. The foregoing allegations are incorporated herein by reference.

73. At all relevant times, Defendants knew that their non-exempt hourly employees were not being paid proper overtime, thereby willfully violating federal and North Carolina wage and hour laws.

74. At all relevant times, Defendants knew that their non-exempt hourly employees routinely worked in excess of forty (40) hours per individual work week. Nonetheless, Defendants knowingly and willfully failed to pay Plaintiff and their similarly situated employees overtime wages for all hours worked in excess of forty (40) hours during individual work weeks, as required by federal and North Carolina wage and hour laws.

75. Defendants benefitted from their unlawful failure to pay Plaintiff and other similarly situated employees minimum wages and overtime pay to which they were entitled, because Defendants reaped more profit from the deceptive scheme.

76. Plaintiff and other similarly situated employees were all subject to Defendants' uniform policies and practices and were victims of Defendants' schemes to deprive them of minimum wages and overtime pay. As a result of Defendants' knowing and willful failure to pay Plaintiffs and other similarly situated employees in accordance with the requirements of federal and North Carolina wage and hour law, Plaintiff and other similarly situated employees suffered lost wages and other damages.

COLLECTIVE ACTION ALLEGATIONS

77. The foregoing allegations are incorporated herein by reference.

78. This action is maintainable as an "opt-in" collective action pursuant to the FLSA, 29 U.S.C. § 216(b), as to claims for unpaid minimum wages, unpaid overtime compensation, liquidated damages, and attorneys' fees and costs.

79. Pursuant to 29 U.S.C. § 216(b), Plaintiffs bring their First and Second Causes of action, FLSA claims, on behalf of themselves, individually, and all others similarly situated employees who work or have worked for Defendants who elect to opt-in to this action (“Opt-in Plaintiffs”).

80. The FLSA § 216(b) collective action class is properly defined as:

- a. **All current and former non-exempt employees of Defendants who work or have worked for Defendants anytime during the three-year period preceding the filing of the Complaint in this action.**

81. Consistent with Defendants’ policy and pattern or practice, Plaintiff has not been paid minimum wage for all hours worked and Plaintiff and Opt-in Plaintiffs have not been paid premium overtime compensation for all hours worked beyond a forty (40) hour workweek.

82. All of the work that Plaintiff and Opt-in Plaintiffs have performed has been assigned by Defendants, and/or Defendants have been aware of all the work that Plaintiffs and Opt-in Plaintiffs have performed.

83. As part of its regular business practice, Defendants have intentionally, willfully and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and Opt-in Plaintiffs. This policy and pattern and practice includes, but is not limited to:

- a. willfully failing to pay its non-exempt hourly employees, including Plaintiff and Opt-In Plaintiffs, minimum wages for all hours worked and premium overtime wages for all hours worked in excess of forty (40) hours per workweek; and
- b. willfully failing to pay and record all of the time that its non-exempt hourly employees, including Plaintiff and Opt-In Plaintiffs, have worked for the benefit of Defendants.

84. Defendants are aware or should have been aware that federal law required them to pay Plaintiff and Opt-in Plaintiffs minimum wages for all hours worked and overtime premiums for all hours worked in excess of forty (40) per workweek.

85. Plaintiff and Opt-in Plaintiffs perform or performed the same basic job duties, were subject to the same employment policies, practices and procedures, and have been subject to the same unlawful practices alleged herein.

86. Defendants' policy and practice of paying sub-minimum wages as described above was applicable to and affected all of Defendants' non-exempt hourly employees.

87. Defendants' policy and practice of failing to pay overtime wages for all hours worked in excess of forty (40) in a workweek as described above was applicable to and affected all of Defendants' non-exempt hourly employees.

88. Defendants' unlawful conduct has been widespread, repeated, and consistent.

89. There are many similarly situated current and former hourly employees of Defendants who have been denied minimum wages and overtime compensation in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. This notice should be sent to the Opt-in Plaintiffs pursuant to 29 U.S.C. § 216(b).

90. Those similarly situated employees are known to Defendants, are readily identifiable, and can be located through Defendants' records.

91. Plaintiff requests that she be permitted to serve as representatives of those who consent to participate in this action and that this action be granted collective action status pursuant to 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS

NCWHA Class

92. The foregoing allegations are incorporated herein by reference.

93. This action is maintainable as a class action pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure and pursuant to NCWHA, N.C. Gen. Stat. §§ 95-25.6, 95-25.7 and 95-25.13 for failure to pay promised and earned wages for all hours worked by Plaintiff and members of the proposed class.

94. Plaintiff proposes the same class (“NCWHA Class”) for purposes of certification under Rule 23 as under § 216(b) of the FLSA, with the exception that the class period for this state law cause of action is two years from the date of the filing of this Complaint. The proposed NCWHA Class is easily ascertainable. The number and identity of NCWHA Class members are determinable from Defendants’ payroll records or records over which they have control, as are the hours assigned and worked, the positions held, and the rates of pay for each class member.

95. The proposed NCWHA Class is so numerous that the joinder of all such persons is impracticable, and the disposition of their claims as a class will benefit the parties and the Court. While the exact number of class members in the NCWHA Class is unknown to Plaintiffs at this time, upon information and belief, the class is comprised of approximately 10-20 persons.

96. There is a well-defined commonality of interest in the questions of law and fact involving and affecting the proposed NCWHA Class in that Plaintiff and all members of the proposed class have been harmed by Defendants’ failure to pay earned wages. The common questions of law and fact include, but are not limited to the following:

- a. whether Defendants refused to pay Plaintiff and members of the proposed class promised and earned regular wages and overtime wages for all hours worked on

their regular pay day in violation of NCWHA §§ 95-25.6, 95-25.7 and 95-25.13;
and

- b. whether Defendants' refusal to pay such compensation is in violation of NCWHA.

97. The claims of Plaintiff are typical of those claims that could be alleged by any NCWHA Class member and the relief sought is typical of the relief that would be sought by each member of the class in separate actions. All NCWHA Class members were subject to the same compensation practices of Defendants; i.e. refusing to timely pay promised and earned wages. The compensation policies and practices of Defendants affected all class members similarly, and Defendants benefitted from the same type of unfair and/or wrongful acts as to each class member. Plaintiff and members of the proposed NCWHA Class sustained similar losses, injuries, and damages arising from the same unlawful policies, practices and procedures.

98. Plaintiff is able to fairly and adequately protect the interests of all members of the NCWHA Class, and there are no known conflicts of interest between Plaintiff and members of the proposed NCWHA Class. Plaintiff has retained counsel who is experienced and competent in both wage and hour and complex class action litigation.

99. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all NCWHA Class members is impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions engender. Because the loss, injuries, and damages suffered by each of the individual NCHWA Class members are modest, the expenses and burden of individual litigation would make it extremely

difficult or impossible for the individual NCWHA Class members to redress the wrongs done to them. Important public interests will be served by addressing the matter as a class action.

100. The cost to the court system and the public for adjudication of individual litigation and claims would be substantial and substantially more than if the claims are treated as a class action. Prosecution of separate actions by individual members of the proposed NCWHA class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the class, establishing incompatible standards of conduct for the Defendants and resulting in the impairment of class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can and is empowered to fashion methods to efficiently manage this action as a class action.

COUNT I

(Violation of Fair Labor Standards Act – Minimum Wages Collective Action)

101. The foregoing allegations are incorporated herein by reference.

102. Count I arises from Defendants' violation of the FLSA, for its failure to pay all minimum wages earned by Plaintiffs and other similarly situated employees.

103. Defendants violated the FLSA by paying Plaintiff and other similarly situated employees for all time worked, travel time, and bonuses.

104. Defendants violated the FLSA by failing to keep, make and preserve accurate records of all time worked by Plaintiff and similarly situated employees.

105. Defendants knew or acted in reckless disregard that its compensation practices violated the FLSA.

106. Defendants' violation of the FLSA was willful.

COUNT II

(Violation of Fair Labor Standards Act – Overtime Collective Action)

107. The foregoing allegations are incorporated herein by reference.

108. Count II arises from Defendants' violation of the FLSA, for its failure to pay all overtime wages earned by Plaintiffs and other similarly situated employees.

109. Defendants violated the FLSA by failing to pay Plaintiffs and other similarly situated employees one and one-half times their lawfully calculated regular rate of pay for all hours worked in excess of forty (40) in one or more individual workweeks.

110. Defendants violated the FLSA by failing to keep, make and preserve accurate records of all time worked by Plaintiff and similarly situated employees.

111. Defendants knew or acted in reckless disregard that its compensation practices violated the FLSA.

112. Defendants' violation of the FLSA was willful.

COUNT III

(Violation of North Carolina Wage and Hour Act)

113. The foregoing allegations are incorporated herein by reference.

114. Count III arises from Defendants' policy and practice of suffering or permitting Plaintiff and other similarly situated hourly employees to work without paying promised and earned wages for all hours worked in violation of N.C. Gen. Stat. §§ 95-25.6, 95-25.7 and 95-25.13.

115. Defendants violated N.C. Gen. Stat. §§ 95-25.6 by failing to pay Plaintiffs and similarly situated hourly employees all promised and earned wages and overtime payments on the employees' regular payday for all hours worked.

116. Defendants further violated N.C. Gen. Stat. §§ 95-25.12 by failing to pay Plaintiffs their accrued but unused vacation time on the next regular payday following their separation of employment.

117. Defendants' violation of the NCWHA was willful.

COUNT IV

(Breach of Oral or Implied Contract)

118. The foregoing allegations are incorporated herein by reference.

119. This Count IV is asserted on behalf of Plaintiff Campbell individually.

120. By the words and actions of Defendants, Defendants and Plaintiff entered into an express oral contract and/or an implied contract, that Defendants would pay Plaintiff the full amount of her educational expenses, including but not limited to Plaintiff's nursing school tuition. These words and actions included the promise by Defendants to pay the educational expenses and the actual payment of such educational expenses.

121. Defendants breached the oral agreements by failing to pay the educational expenses as agreed.

122. The breach of the oral agreement was communicated to Plaintiff by Defendants in writing on August 23, 2021.

123. As a direct and proximate result of the breach, Plaintiff has been harmed in an amount to be proved at trial.

WHEREFORE, Plaintiff and all employees similarly situated who join this action demand and pray for:

- a) This Court to Order the Defendants to file with this Court and furnish to counsel for Plaintiff a list of all names, telephone numbers, home addresses and email

addresses of all non-exempt hourly employees who have worked for Defendant within the last three years;

- b) This Court to authorize Plaintiffs' counsel to issue notice at the earliest possible time to all non-exempt employees who have worked for Defendants within the last three years, informing them that this action has been filed, of the nature of the action, and of their right to opt-in to this lawsuit if they were deprived of minimum wages and overtime compensation, as required by the FLSA;
- c) An Order pursuant to Section 16(b) of the FLSA finding Defendants liable for unpaid back wages due to Plaintiff (and those who have joined in the suit) and for liquidated damages equal in amount to the unpaid compensation found due to Plaintiff (and those who have joined in the suit);
- d) An Order certifying this action as a class action under the NCWHA and designating the above Plaintiff as class representative on behalf of all those similarly situated non-exempt hourly employees;
- e) An Order pursuant to the NCWHA finding Defendants liable for unpaid back wages and liquidated damages equal in amount to the unpaid compensation due to Plaintiffs and the class;
- f) An Order finding Defendants liable for breach of contract;
- g) An Order awarding the costs of this action;
- h) An Order awarding reasonable attorneys' fees;
- i) A Declaration and finding by the Court that Defendants willfully violated provisions of the FLSA by failing to comply with the minimum wage and overtime requirements of the FLSA;

- j) An Order awarding pre-judgment and post-judgment interest at the highest rates allowed by law; and
- k) An Order granting such other and further relief as may be necessary and appropriate.

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury for all issues of fact.

/s/ L. Michelle Gessner

L. Michelle Gessner, NCSB # 26590

Nicole K. Haynes, NCSB # 47793

GESSNERLAW, PLLC

602 East Morehead Street

Charlotte, North Carolina 28202

Tel: (704) 234-7442

Fax: (980) 206-0286

Email: michelle@mgessnerlaw.com

Email: nicole@mgessnerlaw.com

Attorneys for Plaintiff and Putative Class Members

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CIVIL ACTION NO. _____

MORGAN CAMPBELL, *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

FRANK INSTITUTE FOR HEALTH AND
WELLNESS, PLLC, a North Carolina
corporation, LAB MANAGEMENT GROUP,
LLC d/b/a ANY LAB TEST NOW OF
WILMINGTON, a North Carolina
corporation, and HARRISON GABRIEL
FRANK, M.D., an individual,

Defendants.

CONSENT TO JOIN

Comes now Morgan Campbell, pursuant to 29 U.S.C. § 216(b), and files this consent to become a party plaintiff in the above-styled lawsuit.

I hereby consent to be a party plaintiff in this lawsuit and specifically authorize counsel of record to file suit on behalf of myself and all others similarly situated.



MORGAN CAMPBELL

10 / 19 / 2021

Date

TITLE	Morgan Campbell Consent to Join Form to Sign
FILE NAME	CAMPBELL et al - ...Join_Campbell.pdf
DOCUMENT ID	e88b005fd6454265f60d01708e4a51c92231d509
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 19 / 2021
13:00:56 UTC-4

Sent for signature to Morgan Campbell
(morgan.campbell55@yahoo.com) from michelle@mgessnerlaw.com
IP: 174.106.124.57



VIEWED

10 / 19 / 2021
14:06:25 UTC-4

Viewed by Morgan Campbell (morgan.campbell55@yahoo.com)
IP: 174.246.236.131



SIGNED

10 / 19 / 2021
14:06:36 UTC-4

Signed by Morgan Campbell (morgan.campbell55@yahoo.com)
IP: 174.246.236.131



COMPLETED

10 / 19 / 2021
14:06:36 UTC-4

The document has been completed.

UNITED STATES DISTRICT COURT

for the

Eastern District of North Carolina

MORGAN CAMPBELL, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

FRANK INSTITUTE FOR HEALTH AND WELLNESS, PLLC, a North Carolina corporation, LAB MANAGEMENT GROUP, LLC d/b/a ANY LAB TEST NOW OF WILMINGTON, a North Carolina corporation, and HARRISON GABRIEL FRANK, M.D., an individual.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Frank Institute for Health and Wellness, PLLC c/o Harrison Gabriel Frank, M.D. 1825 South Moorings Drive Wilmington, NC 28405

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

L. Michelle Gessner GessnerLaw, PLLC 602 E. Morehead Street Charlotte, NC 28202

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of North Carolina

MORGAN CAMPBELL, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

Civil Action No.

FRANK INSTITUTE FOR HEALTH AND WELLNESS, PLLC, a North Carolina corporation, LAB MANAGEMENT GROUP, LLC d/b/a ANY LAB TEST NOW OF WILMINGTON, a North Carolina corporation, and HARRISON GABRIEL FRANK, M.D., an individual.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Lab Management Group, LLC d/b/a Any Lab Test Now of Wilmington c/o Harrison Gabriel Frank, M.D. 1319 Military Cutoff Road, Suite D Wilmington, NC 28405

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

L. Michelle Gessner GessnerLaw, PLLC 602 E. Morehead Street Charlotte, NC 28202

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of North Carolina

MORGAN CAMPBELL, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

Civil Action No.

FRANK INSTITUTE FOR HEALTH AND WELLNESS, PLLC, a North Carolina corporation, LAB MANAGEMENT GROUP, LLC d/b/a ANY LAB TEST NOW OF WILMINGTON, a North Carolina corporation, and HARRISON GABRIEL FRANK, M.D., an individual.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Harrison Gabriel Frank, M.D. 1825 South Moorings Drive Wilmington, NC 28405

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

L. Michelle Gessner GessnerLaw, PLLC 602 E. Morehead Street Charlotte, NC 28202

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

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

MORGAN CAMPBELL, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff New Hanover, NC
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

L. Michelle Gessner, GessnerLaw, PLLC
602 E. Morehead Street, Charlotte, NC 28202

DEFENDANTS

FRANK INSTITUTE FOR HEALTH AND WELLNESS, PLLC, a North Carolina corporation, LAB MANAGEMENT GROUP, LLC d/b/a ANY LAB TEST NOW OF WILMINGTON, a North Carolina corporation, and HARRISON GABRIEL FRANK, M.D., an individual,

County of Residence of First Listed Defendant New Hanover, NC
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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 checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" 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)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<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 LABOR <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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <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 (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<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			

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 - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. 201 et seq.

Brief description of cause:
Violations of the Fair Labor Standards Act, North Carolina Wage and Hour Act, and breach of oral or implied contract

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 SIGNATURE OF ATTORNEY OF RECORD

October 19, 2021 /s/ L. Michelle Gessner

FOR OFFICE USE ONLY

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.