

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

ERIC EHMANN, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

Case No. 16-CV-247

PIERCE MANUFACTURING, INC.,

Defendant.

NOTICE OF PENDENCY OF LAWSUIT

TO: ALL HOURLY PRODUCTION EMPLOYEES AND CONTRACTORS AT PIERCE MANUFACTURING, INC.'S WISCONSIN FACILITIES WHO AT ANY TIME BETWEEN FEBRUARY 29, 2013 AND FEBRUARY 21, 2016 WORKED A SHIFT THAT INCLUDED A 20 MINUTE MEAL BREAK AND WERE NOT PAID FOR THE ENTIRETY OF THE BREAK(S).

RE: FAIR LABOR STANDARDS ACT LAWSUIT FILED AGAINST PIERCE MANUFACTURING, INC.

INTRODUCTION

The purpose of this Notice is to inform you of a collective action lawsuit in which you are potentially “similarly situated” to the named Plaintiff, to advise you of how your rights may be affected by this action, and to instruct you on the procedures to make a claim if you choose to do so.

DESCRIPTION OF THE ACTION

On February 29, 2016, a Complaint was filed against the Defendant, Pierce Manufacturing, Inc. (“Pierce”). The lawsuit includes claims by the named Plaintiff on behalf of all other similarly-situated individuals, defined as hourly production employees and contractors at Pierce’s Wisconsin facilities who at any time between February 29, 2013 and February 21, 2016 (the “Relevant Period”) worked a shift that included a 20 minute meal break and were not paid for the entirety of the break(s) (collectively, the “Potentially Similarly-Situated Group”).

During the Relevant Period, Pierce provided certain hourly production employees and contractors at its Wisconsin facilities a 20 minute meal break, and paid such employees and contractors for 10 minutes, or half, of the break. Plaintiff alleges that Pierce’s practice of paying for only half, rather than all, of the 20 minute meal break violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq. The Plaintiff alleges that as a result of this practice, he and the Potentially Similarly-Situated Group were denied compensation due to them under the FLSA, including applicable overtime for all hours worked over forty (40) in each workweek. Pierce denies that its practices violated the FLSA.

COMPOSITION OF THE POTENTIALLY SIMILARLY-SITUATED GROUP

Plaintiff, an Assembler, works in a production capacity at Pierce in the State of Wisconsin. Plaintiff seeks to sue on behalf of himself and other individuals with whom he is similarly situated. Specifically, he seeks to sue on behalf of any and all individuals who meet the following requirements:

1. Performed work (whether as an employee or contractor placed through a third-party staffing agency) at any of Pierce’s Wisconsin facilities in a production position, including but not limited to: Assembler, Automotive Painter, Automotive Collision/Refinisher, Bar Operator, C.O.W. Assembler, Cab Electrician, Cab Welder, Chassis Assembler, Checkout Assembler, Checkout Technician, Customer Acceptance Coordinator, Delivery Technician, Detailer, Electrical Assembly, Electrician, Fabricator, Finish Painter, Graphic Applic Tech, Inspector, Installer, Machine Operator, Machine Operator II, Maintenance Technician, Material Coordinator, Material Handler, Metal Finish Technician, New Product Development, Painter, Painter II, Performance Tester, Plumber, Plumbing Assembler, Pump Plumbing Assembler, Pump House Plumber, Pump Mechanic, Pump Technician, Quality Inspector, Refinisher, Service Technician, Service Technician II, Shipping Clerk, Team Lead, Test Driver, Tester, Truck Driver, Welder, Welder II, Welder Assembler, and/or Welder Fabricator;
2. Were paid on an hourly basis; and
3. At any time during the Relevant Period, worked a shift that included a 20 minute meal break, and were not paid for the entirety of such break(s).

YOUR RIGHT TO PARTICIPATE IN THIS ACTION

If you believe you fit the above description of the Potentially Similarly-Situated Group, you may choose to join this action by mailing, faxing, or emailing the attached Consent to Join Form, as well as the Questionnaire to:

Walcheske & Luzi, LLC
Attn: James A. Walcheske
15850 W. Bluemound Road, Suite 304
Brookfield, WI 53005
Telephone: (262) 780-1953
Fax: (262) 565-6469
Email: contact@walcheskeluzi.com

The Consent to Join Form and Questionnaire **must be received** by Plaintiff's Counsel on or before **45 days from the date of this notice** for you to participate in this case.

EFFECT OF JOINING OR NOT JOINING THIS ACTION

If you join this action, you will be bound by any ruling, judgment, award, or settlement, whether favorable or unfavorable made in the action. If you do not join this action, you will not be bound by any ruling, judgment, award or settlement in this case, favorable or unfavorable. If you choose not to join this action, you are free to take action on your own or do nothing at all.

If you join this action, you may be required to provide information or otherwise participate in it. If you file a Consent to Join Form, your continued right to participate in this action will depend upon a decision by the Court that you and the named Plaintiff are "similarly situated" in accord with applicable law, and it is appropriate for the case to proceed as a collective action under the FLSA.

STATUTE OF LIMITATIONS

The FLSA has statutes of limitations of two or three years. If you choose to join this action, you may be able to recover damages if you were denied proper compensation, including overtime pay, for hours worked during the two or three years prior to the date your Consent to Join Form is filed with the Court. If you choose not to join this action or to file your own action, some or all of your potential claims may later be barred by the applicable statute of limitations.

NO RETALIATION PERMITTED

The law prohibits retaliation against employees for exercising their rights under the FLSA. Therefore, Pierce is prohibited from terminating you or otherwise retaliating against you in any manner because you choose to participate in this action.

YOUR LEGAL REPRESENTATION IF YOU JOIN

If you choose to join the action by filing a Consent to Join Form, your interests will be represented by Plaintiff's Counsel, Walcheske & Luzi, LLC.

Plaintiff's Counsel has taken this case on a contingency basis. They may be entitled to receive attorneys' fees and costs from Pierce, should there be a recovery or judgment in Plaintiff's favor. If there is a recovery, Plaintiff's Counsel will receive a part of any settlement obtained or money judgment entered in favor of all members of the class and may receive fees ordered by the Court. Any payment of fees will require approval of the Court. If there is no recovery or judgment in Plaintiff's favor, Plaintiff's Counsel will not seek any attorneys' fees or costs from Plaintiff or any individuals who joined the action.

THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE U.S. DISTRICT COURT, EASTERN DISTRICT OF WISCONSIN, HONORABLE CHIEF JUDGE WILLIAM C. GRIESBACH. THE COURT TAKES NO POSITION REGARDING THE MERITS OF PLAINTIFF'S CLAIMS OR DEFENDANT'S DEFENSES.

Do Not Contact the Court or the Clerk of the Court Regarding This Notice.

PIERCE MANUFACTURING, INC. CONSENT TO JOIN FORM

Pursuant to 29 U.S.C. § 216(b), I hereby consent to make a claim against Pierce Manufacturing, Inc. (“Pierce”) for overtime and/or any other claim for wages brought in this action against Pierce. If this case does not proceed collectively, I also consent to join any subsequent action to assert these claims against Pierce. I hereby authorize the filing and prosecution of this Fair Labor Standards Act action in my name and on my behalf and designate Eric Ehmann as class representative to make decisions on my behalf concerning this litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiffs’ counsel concerning attorneys’ fees and costs, and all other matters pertaining to this lawsuit.

During the past three years, I: (a) worked in a production position at one of Pierce’s Wisconsin production facilities; (b) worked a shift that included a 20 minute meal break; and (c) was not paid for the entirety of all such meal break(s).

NAME:

Please Print Name

SIGNATURE:

Please Sign Name

DATE:

Date

***Please mail or email to:
Favor de regresar esta forma a:***

Walcheske & Luzi, LLC
ATTN: James A. Walcheske
15850 W. Bluemound Road, Suite 304
Brookfield, WI 53005
262-780-1953 (main phone)
920-757-2440 (alt phone)
262-565-6469 (fax)
contact@walcheskeluzi.com

PLEASE COMPLETE AND RETURN WITH THE CONSENT FORM

NAME: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DATES OF EMPLOYMENT: _____

JOB POSITION(S): _____

HOURLY RATE OF PAY: _____