

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

JAMES J. STEIN, individually and on
behalf of all others similarly situated,
Plaintiff,

v.

Case No.

VANGUARD UTILITY SERVICE INC.,
Defendant.

FLSA SECTION 216B COLLECTIVE ACTION COMPLAINT

Plaintiff, JAMES J. STEIN, brings this section 21b6 FLSA collective action lawsuit individually and on behalf of all others similarly situated against Defendant, Vanguard Utility Service Inc., for willful failure to pay overtime premiums as required by the FLSA and alleging a scheme to evade and avoid its overtime pay requirements. Plaintiff alleges as follows:

PARTIES

Plaintiff James J. Stein (“Stein”)

1. Plaintiff James J. Stein is a resident of Sarasota, Florida.

2. Plaintiff was first hired on or about May 5, 2025 by Defendant as a water meter installer, aka field technician (hereinafter “installers”) and assigned to work in his then home state of Mississippi.
3. The hiring occurred from the Defendant’s corporate office in Kentucky.
4. Approximately in November, 2025, Plaintiff was participating in some form of informal training to become an assistant manager, which included working unpaid hours in the evening as well as training at some times with another manager during the days.
5. Eventually Defendant then promoted Plaintiff to the role of an Assistant Manager, and where he performed work as in Tennessee.
6. Plaintiff has performed work for Defendant in the following states:
Arkansas, Tennessee, Mississippi, Florida
7. In November 2025, Plaintiff was relocated to Sarasota Florida by Defendant to work as an installer until sometime around Christmas time, when he returned home to Mississippi.
8. Plaintiff then returned back to Sarasota in the beginning of January, 2026 and with some additional informal training was soon thereafter promoted to the position of a Project Manager.

9. As an installer, the plaintiff was tasked and responsible for a production requirement or quota of completing 20 installations per day and 80 per week.
10. As a project manager, Plaintiff performed 8 to 12 installations per day.
11. 90% or more of his working time was spent in the field at the job sites or installation sites and not working from any office.
12. Defendant terminated Plaintiff's employment on or about August 31, 2026.
13. During the time working in Sarasota, Plaintiff lived and was housed in a group home along with 5 or 6 other Vanguard employees.
14. Plaintiff regularly worked an average of 50 to 60 hours per workweek in order to complete his job duties and responsibilities as a Project Manager and Assistant Manager.
15. As a project manager, Plaintiff was forced to and found it necessary to routinely work 6 to 7 days a week, including working on Saturdays and Sundays as well as in evenings.
16. As an installer, Plaintiff was paid \$15 per installation.
17. Plaintiff routinely worked 6 days a week as an installer upwards of 50 or more hours per workweek.

18. Defendant hired Plaintiff in May 2025 to work as a water meter installer in Mississippi and Kentucky.

19. In January 2026, Defendant transferred Plaintiff to Sarasota, Florida, promoted him to assistant manager, and subsequently promoted him to project manager.

20. Despite holding the titles of assistant manager and project manager, Plaintiff continued to perform the manual labor and primary job duties of a water meter installer in addition to any supervisory roles.

21. Defendant terminated Plaintiff's employment in late August 2026.

DEFENDANT: Vanguard Utility Service Inc. ("Vanguard")

22. Defendant Vanguard is a for-profit corporation with its corporate headquarters and principal place of business located at 1421 W 9th St, Owensboro, Kentucky 42301.

23. Pursuant to Defendant's website (WWW.VUSINC.COM), it describes itself and its services as: "Vanguard Utility Services Inc. is the nation's meter leader because it is flexible, capable and incomparable; .Vendor Neutral, State-of-the-Art, Trained Professionals, On Time and Within Budget, Turnkey Peace of Mind.

24. Defendant Vanguard is a utility contractor that operates on a project basis, providing water, gas, and electric meter changeouts, installations, testing, and repair services across the United States.

25. As of the filing of this Complaint, Defendant lists work projects and thus maintains employees and work crews in the following cities and states: Herndon, VA, Charleston, South Carolina; Grand Rapids, Minnesota; Oak Harbor, Ohio; Centerton, Arkansas; Sturgis, Michigan; Evansville, Indiana; Genesee County, Michigan; Richmond, Virginia; Bardstown, Kentucky; Westland, Michigan; Pontiac, Michigan; College Park, Georgia; and Aberdeen, Mississippi.

26. Similarly, Plaintiff worked with other Vanguard employees in Mississippi, Tennessee, Arkansas and Florida and Defendant continues to have employees working in Florida at multiple cities and locations at this time including Sarasota and Haynes City, Florida.

27. At all times relevant to this action, Defendant was an "employer" within the meaning of the Fair Labor Standards Act. [29 USCS § 203](#).

28. At all times relevant to this action, Defendant was an enterprise engaged in commerce or in the production of goods for commerce. [29 USCS § 203](#).

29. Upon information and belief, Defendant has revenues in 2025 and 2026 which exceed \$500,000 and it employs greater than 100 employees in any given time during these same years.

30. Defendant is also involved in interstate commerce purchasing, ordering, shipping, and installing equipment from across state lines and sending employees to work in multiple states.

JURISDICTION AND VENUE

31. This Court has original subject-matter jurisdiction over this action because it involves claims arising under the laws of the United States, specifically the Fair Labor Standards Act. [28 USCS § 1331](#).

32. The Fair Labor Standards Act expressly authorizes employees to bring an action for unpaid overtime compensation and liquidated damages against an employer in any federal or state court of competent jurisdiction. [29 USCS § 216 \(2023\)](#).

33. This Court has personal jurisdiction over Defendant because Defendant is headquartered in and conducts substantial, continuous business operations from Owensboro, Kentucky, which is located within this District.

34. Venue is proper in this District because Defendant resides in this District and a substantial part of the events, omissions, and corporate

policies giving rise to the claims in this action occurred in or were directed from this District. [28 USCS § 1391](#).

FACTUAL ALLEGATIONS

35. Throughout Plaintiff's employment, Defendant classified Plaintiff and all similarly situated field employees as non-exempt under the Fair Labor Standards Act.

36. The term "field employees" as understood by the plaintiff and as used in this complaint means all persons working as: installers, assistant managers or assistant manager-installers and project managers or project manager-installers.

37. Each day, Plaintiff and the other installers were required to report to a lot or yard maintained by Defendant where equipment and supplies were located.

38. From the yard, daily print out sheets of paper were handed to each installer which identified the address and work to be performed and the installation to complete.

39. Each installer would also be provided a daily recap sheet which called for them to fill in information about each job, once in the morning when starting the job and once at the end of the day. The information included disclosing the materials and equipment used for the job which

were picked up, taken, used or and what was returned, as well as a start and stop time for each job.

40. These forms also had a section for each installation job identifying what size meter, how many, number of boxes, number of risers and lids used and information of a daily recap.

41. All installers were given company telephones which were used to record data and take photos of the work performed.

42. After each work day, the Project Managers, including Plaintiff Stein, were required to download all the data and photos from the telephones to their laptop and then upload to a company intranet or other proprietary company data site or file share site.

43. Plaintiff performed this work off the clock on evenings and on weekends.

44. Management instructed Program Managers and Installers that the installers were to complete a minimum of between 15 to 20 before installation jobs each day; however, Defendant continuously changed and adjusted these production quotas.

45. These production quotas were difficult to achieve, but regardless, Plaintiff was instructed as a PM and Assistant Manager to tell installers

that they needed to meet a production goal or quota of 80 installs or complete 80 installations per week.

46. Installers were instructed and strongly encouraged by Defendant that they should work weekends as well to meet these quotas, with the understanding that they could face termination of employment if not meeting these quotas.

47. Since Installers were paid a flat rate for each installation, they were not paid overtime premiums for working more than 40 hours per week.

48. Moreover, Defendant took actions to exclude from the installers time much of the overtime hours worked.

49. Defendant engages in a standard modus operandi across the United States of renting Airbnb group homes and requiring its field employees to reside in them during projects.

50. Defendant routinely houses upwards of five to six laborer employees in a single home, combining project managers, assistant managers, and installers in the same residence.

51. Defendant failed to include the value of this room and board housing benefit in the employees' regular rate of pay when calculating overtime premiums.

52. Defendant utilized a scheme to evade its overtime pay obligations to non-exempt employees through disinformation, misleading statements, and secretive, concealed pay formulas.
53. Under this pay scheme, Defendant compensated installers using various non-hourly methods, including paying \$15 per installation, assigning arbitrary daily rates, or utilizing other piece-rate systems.
54. Defendant compensated managers using flat sums or set amounts per day, along with field and management bonuses, meal allowances, and fuel allowances.
55. Defendant failed to include these various forms of remuneration, piece-work pay, bonuses, and allowances into the employees' regular rate of pay for the purpose of calculating overtime.
56. To the extent Defendant ever paid any overtime compensation, it paid far less than the required time-and-one-half of the employees' true regular rate of pay.
57. Furthermore, Defendant forced Plaintiff and similarly situated employees to suffer to work off the clock by systematically and automatically clocking them out at a maximum of 8 or 9 hours per day, regardless of the actual hours worked.

58. Plaintiff and other employees suffered to work on weekends, in the evenings, and on call for their superiors and for all laborer employees without receiving compensation for all hours worked.
59. Defendant applied a uniform policy of automatically deducting one hour of time each workday for a meal break.
60. Defendant applied this automatic one-hour deduction even though Plaintiff and similarly situated employees did not take bona fide, uninterrupted meal breaks in whole or in part, and Defendant provided no mechanism or means for employees to claim that time back.
61. Defendant failed to mandate, implement, or maintain accurate time and record-keeping practices for its non-exempt employees, in direct violation of the recordkeeping requirements of 29 C.F.R. Part 516.
62. Management knew that the time keeping and time tracking by Vanguard was loose, inaccurate, unreliable.
63. Defendant maintained a concerted effort to purposefully mislead and disseminate misinformation to its installers, PM and AM regarding its time keeping accuracy, pay practices, overtime policies and its compliance with the FLSA or wage and hour laws.
64. When Plaintiff and others asked or inquired to management or HR about their pay, the paycheck statements, overtime wages the

Defendant purposefully and willfully responded with vague, misleading and even false information intended to dissuade and discourage Plaintiff and all its employees from complaining any further.

COLLECTIVE ACTION ALLEGATIONS AND THE COLLECTIVE MEMBERS (CLASSES)

65. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) on behalf of himself and all others similarly situated. [29 USCS § 216 \(2023\)](#).

66. Plaintiff seeks to represent the following primary collective class or collective members (Class A):

All persons who worked for Vanguard Utility Service Inc. as field technicians, technician, meter installers, water meter installers, assistant manager-installers, project manager-installers, assistant managers, or project managers at any time during the preceding three years until the date of trial, working anywhere in the United States.

67. In the alternative, Plaintiff seeks to represent the following two sub-classes or collective groups:

Class 1: All persons who worked for Vanguard Utility Service Inc. as field technicians, technician, installers, meter installers, or water meter installers at any time during the preceding three years until the date of trial, working anywhere in the United States.

Class 2: All persons who worked for Vanguard Utility Service Inc. as field assistant managers, project managers, assistant

manager-installers, or project manager-installers at any time during the preceding three years until the date of trial, working anywhere in the United States.

68. The members of the proposed collective, class or classes are similarly situated to Plaintiff because they were subjected to the same corporate policies, compensation plans, automatic time deductions, and off-the-clock work requirements that resulted in the systemic underpayment of overtime wages.

69. All Installers, PM and AM suffered to work off the clock.

70. All Installers, PM and AM had hours removed from their time tracking or reported hours by Defendant.

71. All Installers, PM and AM were classified by Defendant as non-exempt employees.

72. All Installers, PM and AM routinely worked more than 40 hours during their workweeks and without being paid the lawfully required overtime premiums.

73. When installers, PM and AM drove from job site to job site each work day, this time was performed off the clock as well as not counted by Defendant as compensable work time nor included in the totals for hours worked each day or each workweek by Defendant.

74. Defendant's violations of the Fair Labor Standards Act were willful, lacking in good faith, and carried out pursuant to a deliberate scheme to evade its overtime pay obligations across its nationwide operations.
75. As of October 6, 2026, Defendant has advertised and posted jobs for "water meter installer/Field Technician" for Miami, OK and Sarasota, Florida which are 100% identical.
76. The job description is the same or similar to what Plaintiff saw when hired in 2025.
77. Defendant uses the title of Field Technician or Technician interchangeably with the titles Installer or Water MEter Installer or Meter Installer.
78. All technicians, installers, project managers and assistant managers were classified by Defendant as non-exempt employees.
79. All classes of workers were expected to work as many hours as necessary, including on weekends, to hit quotas or production goals.
80. All employees who lived in homes rented by Defendant, such as through Airbnb, or in hotels had to sign company housing agreements.
81. Plaintiff and other employees were put up in hotels or houses by Defendant for the projects they worked on, unless they lived in or near the city where the project was located.

82. All technicians, installers and managers were subject to a single set of company policies, company guidelines and protocols, all of which was directed from the corporate office, and ultimately, all installers, managers work was overseen and directed by officers, managers at the corporate headquarters or principal place of business.
83. Defendant never put Plaintiff nor any other technicians, installers or managers through any training on the FLSA, its exemptions, time keeping requirements of bona fide meal breaks.
84. There were no classroom trainings, or training manuals which spoke to or set forth the time keeping procedures, the company overtime policies, or their compensation plans.
85. Defendant offered no training on the FLSA to its employees, nor any training or explanation on the paystubs and how the pay was calculated.
86. As a PM and AM, Plaintiff was not provided with any training on wage and hour or labor laws, meal break laws or regulations.
87. Plaintiff was never provided any written explanation of the pay plan he was on as a PM or which explained his paycheck statements.
88. The PM had to be on call to deal with staffing and scheduling issues, communicate with city or county officials, and the customers.

89.PMs were responsible for handling calls or communications about problems or issues with the installations or meters, and routinely drove to a site or home to fix or repair meters and related equipment.

90.From Plaintiff's work experience, communications with other employees, oversight of others the employees working as installers, PM and AM routinely worked more than 40 hours a week.

91.From communications with management and HR, Defendant knows that the employees in this collective routinely worked more than 40 hours a week in order to complete job duties and responsibilities and meet production goals or quotas.

92.PMs were both charged with enforcing and pushing installers to meet production quotas.

COUNT I — FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF THE FAIR LABOR STANDARDS ACT

93.Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

94.At all times relevant to this action, Plaintiff and the members of the collective classes were "employees" of Defendant. [29 USCS § 203](#).

95.The Fair Labor Standards Act prohibits employers from employing non-exempt employees for a workweek longer than forty hours unless such employees receive compensation for their employment in excess

of forty hours at a rate not less than one and one-half times the regular rate at which they are employed. [29 USCS § 207 \(2022\)](#).

96. Defendant violated the Fair Labor Standards Act by suffering or permitting Plaintiff and the collective class members to work in excess of forty hours per workweek without paying them the mandated overtime premiums for all hours worked. [29 USCS § 207 \(2022\)](#).

97. Defendant further violated the Fair Labor Standards Act by failing to include the value of room and board, piece-rate earnings, flat sums, daily rates, and other non-discretionary bonuses and allowances into the regular rate of pay before calculating any overtime premiums paid. [29 USCS § 207 \(2022\)](#).

98. Defendant's scheme of automatically clocking employees out after 8 or 9 hours and automatically deducting meal breaks when no bona fide breaks were taken resulted in pervasive off-the-clock work and systemic underpayment of overtime wages.

99. Defendant's pay practices and compensation plan is a mere scheme to avoid its overtime pay obligations and not pay to Plaintiff and all others similarly instituted the mandatory and required overtime premium pay and wages for hours worked over 40 in each and every work week.

100. Defendant knows and has actual knowledge that Plaintiff and other installers, managers, technicians were working more than 40 hours and more hours than on the time sheets in order to complete assigned jobs, work and duties and responsibilities.
101. Similarly, Defendant knows and has actual knowledge that its time keeping records are inaccurate, manipulated, frivolous and unreliable given its actions to cut off hours after a certain number of hours per day.
102. Additionally, Plaintiff was discouraged by his manager and others in the company from complaining about the unpaid overtime wages, the underpaid overtime pay.
103. Plaintiff was discouraged by his manager and others in the company from complaining about all the unpaid overtime hours and off the clock work.
104. When Plaintiff did complain and inquire about the pay, his hours and overtime pay, management made it clear to Plaintiff that he either accepted the pay and to not make any complaints or he would find his employment terminated.
105. Defendant turned a blind eye to all the off the clock work hours of Plaintiff and other PM and Installers.

106. Defendant expected Plaintiff as a PM to work evenings and weekends performing the telephone data download and uploads and completing paperwork and data entry on company provided laptop computers.

107. Pursuant to the FLSA law and its regulation a Bona Fide Meal Break is defined as: “a) Bona fide meal periods. Bona fide meal periods are not worktime. Bona fide meal periods do not include coffee breaks or time for snacks. These are rest periods. The employee must be completely relieved from duty for the purposes of eating regular meals. Ordinarily 30 minutes or more is long enough for a bona fide meal period. A shorter period may be long enough under special conditions. The employee is not relieved if he is required to perform any duties, whether active or inactive, while eating. For example, an office employee who is required to eat at his desk or a factory worker who is required to be at his machine is working while eating.

108. Plaintiff was rarely if ever able to take a bona fide meal break during the term of his employment, but was led to believe by Defendant that it was automatically assuming and deducting 1 hour per day for meal breaks whether employees took the breaks or not.

109. Defendant did not provide plaintiff or any installers or PM or AM with any procedures, protocols, methods or forms to report working through some or all of the permitted or allotted meal break times.
110. Even when Defendant did pay overtime wages to PM, upon information and belief it underpaid and failed to include all compensation in the regular rate calculations.
111. Defendant's actions and conduct described herein constitute a willful failure to pay overtime premiums and a lack of good faith compliance with the Fair Labor Standards Act, subjecting Defendant to a three-year statute of limitations. [29 USCS § 255](#).
112. As a direct and proximate result of Defendant's willful violations, Plaintiff and the collective class members have suffered lost wages and are entitled to recover unpaid overtime compensation, payment of any and all underpaid overtime, and an additional equal amount as liquidated damages, and reasonable attorney's fees and costs. [29 USCS § 216 \(2023\)](#).

COUNT II VIOLATION OF THE FLSA RECORD KEEPING REQUIREMENTS AND REGULATIONS - 29 CFR PART 516.

113. The FLSA and its regulations at 29 CFR part 516 require employers to keep accurate and contemporaneous records of its non-exempt employees work, including: a) Time and day of week when employee's

workweek begins, b) Hours worked each day, c) total hours worked each workweek, d) Basis on which employee's wages are paid, e) Regular hourly pay rate, f) Total daily or weekly straight-time earnings, g) Total overtime earnings for the workweek, h) All additions to or deductions from the employee's wages, i) Total wages paid each pay period, j) Date of payment and the pay period covered by the payment.

114. The regulations require thus that Vanguard use an accurate and reliable time keeping system and policies or procedures which capture all the hours and minutes an employee works.

115. Defendant had a duty and obligation under the FLSA, and as per 29 CFR part 516, to contemporaneously track and record and maintain accurate work hours of hourly non-exempt employees, under any job titles.

116. Defendant's time keeping practices, procedures, systems and methods resulted in inaccurate and unreliable records of the hours worked by Plaintiff and all others similarly situated.

117. Defendant's time records are not reliable, not accurate, falsified, and were manipulated to minimize the record of the actual times and hours worked by its employees.

118. Plaintiff suffered to work off the clock, and Defendant had actual and constructive knowledge of this off the clock work.
119. Defendant had actual knowledge that the installers, PM and AM worked off the clock, or were not paid for all hours worked.
120. Defendant's actions and practices of altering, editing, subtracting or deducting time from records, and from permitting employees to suffer to work off the clock violates the record keeping requirements under the FLSA and specifically 29 CFR part 516.
121. By editing, shaving and altering time records of its employees, Defendant has unlawfully failed to keep, and preserve records with respect to each of its employees sufficient to determine their wages, hours, and other conditions of employment in violation of the FLSA 29 USC 201 et. seq., including 29 USC Sec. 211(c) and 215 (a), and 29 CFR part 516.
122. By permitting Plaintiff and all other similarly situated employees to suffer to work off the clock, Defendant has willfully violated the FLSA time and record keeping requirements, specifically as found in 29 CFR Part 516.
123. Evidence reflecting the precise number of overtime hours worked by Plaintiff and every member of the Class, as well as the applicable

compensation rates, is largely in the possession of Defendant and likely available in various sources of ESI.

124. However, since Defendant's time keeping records are inaccurate, unreliable and falsified, Plaintiff, and members of the collective and classes may establish the hours they worked solely by their testimony and the burden of overcoming such testimony shifts to the employer, Defendant to prove the precise number of hours Plaintiff and others who consent to join this action, actually worked. See *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680 (1946).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff James J. Stein, individually and on behalf of all others similarly situated, respectfully requests that this Court enter judgment in his favor and against Defendant, and grant the following relief:

- A.** Court authorization for Plaintiff to send out notice of this action to all similarly situated employees and to proceed collectively under 29 U.S.C. § 216(b);
- B.** A declaration that Defendant's actions constitute willful violations of the Fair Labor Standards Act and apply a 3 year statute of limitations;

- C. Declaratory and injunctive relief barring Defendant from continuing its unlawful pay practices and mandating accurate time and record keeping in compliance with 29 C.F.R. Part 516;
- D. An award of all unpaid overtime wages and underpaid overtime premiums for all hours worked over forty in any workweek during the applicable three-year statute of limitations;
- E. An award of liquidated damages in an amount equal to the unpaid and underpaid overtime wages;
- G. An award of reasonable attorney's fees and the costs of this action; and
- H. Award Such other and further equitable relief as the Court deems just and proper.
- I. As permitted, award Plaintiff Stein a service fee for his work in championing the rights of all others similarly situated,

JURY DEMAND

Pursuant to Rule 38(b), Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

Mitchell L. Feldman, Esquire
FB# 0080349
Feldman Legal Group
12610 Race Track Road #225
Tampa, FL 33626
813 639 9366
mfeldman@flandgatriattorneys.com
Secondary: mail@feldmanlegal.us.
Attorney for Plaintiff Stein and all others
Similarly situated