

**IN THE UNITED STATES DISTRICT COURT FOR
THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

ERIC THOMPSON, et al.,)	
on behalf of themselves)	
and all similarly situated individuals,)	No. 3:07-0412
)	
Plaintiffs,)	Judge Echols
)	Judge Brown
vs.)	
)	Jury Demand
BRUISTER & ASSOCIATES, INC.,)	Collective Action
)	
Defendant.)	

NOTICE OF LAWSUIT

TO: All current and former Technicians, Installers (POV and COV) and/or hourly Field Trainers who worked for Bruister and Associates, Inc at any time since April 16, 2004.

RE: Federal Lawsuit to Recover Unpaid Wages and Your Right to Join.

1. INTRODUCTION. The purpose of this Notice is: (1) to inform you of the existence of a lawsuit that you may be interested in joining; (2) to advise you of how your rights may be affected by this lawsuit; and (3) to instruct you regarding the procedure for joining this lawsuit, should you choose to do so.

2. DESCRIPTION OF THE LAWSUIT. Eight former employees of Bruister and Associates, Inc., a Mississippi corporation, (“Bruister”) have sued on behalf of themselves and others similarly situated seeking to recover unpaid wages in violation of the minimum wage and overtime requirements of the Fair Labor Standards Act (“FLSA”). Plaintiffs allege that Bruister had company wide policies or practices of requiring, suffering or permitting its Technicians, Installers and/or hourly Field Trainers (“Employees”) to work “off the clock” without compensation in violation of the FLSA. Plaintiffs further allege that these policies and practices resulted in Employees being denied minimum wages and overtime compensation in violation of the FLSA. Plaintiffs allege that when Bruister paid overtime wages the wages were not paid for all overtime hours and were paid at a lower rate than required by law. Some examples of policies and practices that Plaintiffs’ allege resulted in unpaid wages include:

- Bruister has a general policy against paying Employees overtime hours.
- Bruister does not begin to pay Employees from their first principal activity to their last principal activity as required by law (principal activities include route planning, pre-calling, paperwork and vehicle cleaning and

maintenance). Similarly, Bruister does not pay Employees for travel time between job assignments.

- Bruister requires Employees to plan their daily routes and pre-call customers from the Employees home off the clock without compensation.
- Bruister requires Employees to report to the area office for meetings and in order to pick up equipment but does not compensate Employees for this work time.
- Bruister requires Employees to clean the interior and exterior of their vans without pay and without reimbursement for cleaning related expenses.
- Bruister requires Employees to pay, without reimbursement, for tools of the trade, such as hammers, wrenches, tape, etc. used for Bruister's benefit, these payments result in Employees earning less than the required minimum wage.
- Bruister does not pay Employees for all hours worked; rather, Bruister shaves time off Employee's time records. Similarly, when Bruister does pay Employees overtime, it does not pay for all overtime hours worked and does not pay overtime at the proper rate(s).
- Bruister's "production" based hourly pay system violates the law by reducing the Employees hourly rate as the number of hours worked increases and by failing to pay for nonproductive time.

Bruister has firmly denied Plaintiffs' allegations that it engaged in these practices and/or that these practices violate the law and has raised a number of other legal defenses. Bruister also maintains that any failure to properly compensate employees was without the knowledge and contrary to the instruction of appropriate management officials. Bruister states that it exercised good faith in its application of the FLSA to its Employees.

3. **COMPOSITION OF THE CLASS.** Plaintiffs seek to sue on behalf of themselves and also on behalf of all persons who have worked for Bruister as **Technicians or Installers (COV or POV)** for Bruister at any time since April 16, 2004. Plaintiffs also seek to sue on behalf of all persons who worked for Bruister as **hourly Field Trainers** at any time between April 16, 2004 and February 15, 2007.

4. **YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT.** If you have worked at any Bruister location as a **Technician or Installer (POV or COV)** at any time since April 16, 2004 or as a hourly **Field Trainer** at any time between April 16, 2004 and February 15, 2007, and were subject to any of the policies and practices alleged herein, you may join this lawsuit. To join this lawsuit, you must mail the “Consent to Become Party Plaintiff” form attached to this document to Plaintiffs’ counsel by **June 20, 2008**. Plaintiffs’ counsel’s address is:

Charles P. Yezbak, III
Yezbak Law Offices
PO Box 150543
Nashville, TN 37215
Phone: (615) 250-2000
Fax: (615) 250-2020
yezbak@yezbaklaw.com

If you fail to return the “Consent To Become Party Plaintiff” form to Plaintiffs’ counsel by June 20, 2008, you will not be included in this lawsuit. If you return the “Consent to Become a Party Plaintiff” form Yezbak Law Offices will mail you a confirmation of receipt within 14 days (if you do not receive this confirmation please call 615-250-2000).

5. **EFFECT OF JOINING THIS LAWSUIT.** If you choose to join this lawsuit, you will be bound by the Court Judgment or settlement of the parties involved. The attorneys for the class are being paid on a contingency fee basis, which means that if there is no recovery, you will not have to pay an attorneys’ fee. If there is a recovery, the attorneys for the class will be paid a portion of the settlement obtained or money judgment awarded by the jury or the Court.

By joining this lawsuit, you will designate the class representatives as your agents for purposes of this lawsuit. They will be authorized to make decisions on your behalf concerning all aspects of the lawsuit. The decisions and agreements made and entered into by the representative plaintiffs will be binding only if you join this lawsuit. However, by joining the lawsuit, the class attorneys will become your attorneys, and you will be entitled to communicate with, provide input and receive advice directly from them.

6. **NO LEGAL EFFECT IN NOT JOINING THIS LAWSUIT.** If you choose not to join this lawsuit, you will not be affected by any decisions, judgments or settlement rendered in this case, whether favorable or unfavorable to the class.

7. CLASS COUNSEL. If you choose to join this suit, Plaintiffs through their attorneys will represent your interest. Plaintiffs' attorneys and attorneys for the class are:

Charles P. Yezbak, III
Yezbak Law Offices
2002 Richard Jones Road, Suite B-200
Nashville, TN 37215
Phone: (615)250-2000
Fax: (615) 250-2020
yezbak@yezbaklaw.com

8. COUNSEL FOR BRUISTER AND ASSOCIATES, INC. The attorneys who represent Bruister and Associates, Inc., are:

Charles A. Powell
Baker, Donelson, Bearman, Caldwell,
& Berkowitz, PC
Wachovia Tower
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8. FURTHER INFORMATION. Further information about this lawsuit and/or the deadline for filing a "Consent to Become Party Plaintiff" form may be obtained by writing, sending an e-mail or calling Plaintiffs' legal counsel (See Paragraph 7 above).

9. RETALIATION PROHIBITED. The law prohibits anyone from discriminating or retaliating against you for taking part in this case. If you believe you have been penalized, discriminated against or in any way disciplined or punished or if you have been threatened or intimidated in any way as a result of your receipt of this notice or election to participate in this lawsuit, you may contact Charles P. Yezbak, III, or the Clerk of the Court immediately.

THIS NOTICE HAS BEEN AUTHORIZED BY THE HONORABLE ROBERT L. ECHOLS, THE JUDGE ASSIGNED TO THIS CASE. THE AUTHORIZATION OF THIS NOTICE IN NO WAY IMPLIES THAT THE COURT HAS FORMED ANY OPINION REGARDING THE MERITS OF THE CASE OR WHETHER THE ALLEGATIONS ARE TRUE.