

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

DANIEL HERNANDEZ,

individually and on behalf of all other persons similarly situated,

Plaintiffs,

v.

KBR SERVICES, LLC, BOLTON HOLDINGS, LLC d/b/a/ INDUSTRIAL  
TENT SYSTEMS LLC and d/b/a LODGING SOLUTIONS LLC,  
INDUSTRIAL TENT SYSTEMS, LLC, INDUSTRIAL TENT SYSTEMS  
HOLDINGS, LLC, LODGING SOLUTIONS, LLC, 2 M LODGING  
SOLUTIONS, LLC, and STAR PAYMENT SYSTEMS, INC.,

Defendants.

Case No.: 3:22-cv-530-HEH

**NOTICE OF COLLECTIVE ACTION LAWSUIT**

**TO:** All individuals employed by KBR Services, LLC, Bolton Holdings, LLC d/b/a Industrial Tent Systems LLC, Bolton Holdings LLC d/b/a Lodging Solutions, LLC, Industrial Tent Systems LLC, Industrial Tent Systems Holdings, LLC, Lodging Solutions, LLC, 2 M Lodging Solutions, LLC, and Star Payment, Systems, Inc. (collectively referred to as “Defendants”) at Fort Pickett in Blackstone, Virginia for any length of time between August 2021 and February 2022, who performed non-exempt institutional food service work, including but not limited to cooking, food preparation, dishwashing, cleaning, serving, and any other related food service tasks.

A “non-exempt” employee means you are entitled to be paid at one and one-half times (1.5x) your regular hourly rate of pay when you work in excess of forty (40) hours in a seven (7) consecutive day week.

**RE:** Your Rights to Join a Lawsuit Seeking Unpaid Overtime.

**DEADLINE TO SUBMIT A CONSENT FORM IF YOU WOULD LIKE TO PARTICIPATE IN THIS  
LAWSUIT: NOVEMBER 10, 2023.**

**1. WHY ARE YOU GETTING THIS NOTICE?**

A collective action lawsuit is pending against the Defendants listed above regarding whether or not they paid non-exempt food service workers at Fort Pickett all required overtime wages under the federal Fair Labor Standards Act, 29 U.S.C. § 216(b) (“FLSA”).

You received this Notice because the Court in charge of this lawsuit has authorized this Notice be sent to all persons who are identified by Defendants’ records as former non-exempt food service workers at Fort Pickett at any time between August 2021 and February 2022. This Notice is intended to advise you of how your rights under the FLSA may be affected by this lawsuit and describe how to participate in this lawsuit, if you want to do so.

The Court has not decided who is right and who is wrong. There is no judgment against the Defendants at present, and no guarantee there will be in the future. However, your legal rights may be affected by this lawsuit, and you have a choice to make now:

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<b>FILE A CONSENT FORM AND JOIN THIS LAWSUIT</b>	If you choose to join this lawsuit, you will be bound by any ruling, judgment, or settlement in this case, favorable or unfavorable. If there is a judgment or settlement, you may be eligible to receive money or benefits. However, you also give up any rights to separately sue the Defendants about the same legal claims raised in this lawsuit. You also may be required to respond to written questions, produce documents, appear for a deposition, or testify in court in this lawsuit.
<b>DO NOTHING</b>	If you do nothing, you will not be included in this lawsuit. You will not be bound by any ruling, judgment, or settlement in this case favorable or unfavorable. However, you give up the possibility of receiving any money or benefits that may come from a judgment or settlement in this lawsuit if those bringing it are successful. You keep any rights to sue the Defendants in a separate action about the same legal claims raised in this lawsuit. However, you are not required to join this lawsuit or file a separate action against Defendants.

## 2. WHAT IS THIS LAWSUIT ABOUT?

Former Fort Pickett food service worker Daniel Hernandez (“Named Plaintiff”) filed this lawsuit on behalf of himself and all other allegedly similarly situated employees who worked for Defendants as food service workers at Fort Pickett in Blackstone, Virginia, including those engaged in cooking, food preparation, dishwashing, cleaning, and serving (collectively “Plaintiffs”), alleging that Defendants failed to pay Plaintiffs the proper amount of overtime in violation of the FLSA.

In addition to unpaid wages and overtime, Plaintiffs are seeking liquidated (double) damages equal to the unpaid overtime wages, attorneys’ fees, and costs.

Defendants deny these allegations. Defendants contend that all Plaintiffs have been paid all wages owed under the FLSA, either at the time of their employment or subsequently. Moreover, Defendants KBR Services, LLC denies having employed Plaintiffs.

The Court has not decided who is right, or taken any position on the merits, but has authorized this Notice to inform you of your right to join this lawsuit if you want to do so.

## 3. ARE YOU ELIGIBLE TO JOIN THIS LAWSUIT?

You are eligible to join this lawsuit if:

1. You worked for Defendants as a non-exempt food service worker at Fort Pickett, performing such duties as cooking, food preparation, dishwashing, cleaning, and/or serving, at any time between August 2021 and February 2022; AND
2. You believe that you were not correctly paid overtime for all time worked in excess of 40 hours per week.

## 4. WHAT ARE YOUR OPTIONS?

If you meet the criteria in Section 3 above to join this lawsuit, you have a choice to assert your legal rights in this case if you desire to do so. However, you are not required to do so and may choose to take no action without consequence to you.

If you want to become a party to this case, you must read, sign, and return the attached Consent to Join Wage Claim form by **November 10, 2023**.

You may return your consent form by filling out the attached Consent to Join form, mailing, faxing, or emailing it to:

***Fort Pickett Food Service Lawsuit Administrator***  
**c/o Arden Claims Service LLC**  
**PO Box 1015**  
**Port Washington, NY 11050**  
**Tel: 516-559-5854 | Fax: 516-604-0835**  
**Email: [FortPickettServiceLawsuit.info@ardenclaims.com](mailto:FortPickettServiceLawsuit.info@ardenclaims.com)**

## 5. EFFECT OF JOINING OR NOT JOINING THE LAWSUIT

If you submit a Consent to Join form, you will be a party plaintiff in the case. Therefore, if you join and the Plaintiffs win or settle the case, you may receive additional money from Defendants. However, if you join and the Plaintiffs lose the case, you will receive nothing and will be bound by the decision, but you will not have to pay anything either.

If you decide to join the lawsuit, you also may be required to answer written questions, produce certain documents, appear for a deposition where you will be asked questions by attorneys, and/or testify at trial with regard to your claims against Defendants, under oath. Accordingly, if you join this lawsuit you are required to take steps to preserve any documents or electronically stored information in your possession, custody, or control related to your employment at Fort Pickett.

If you do not wish to be a part of the lawsuit, you do not need to do anything. The decision to join is entirely yours. Individuals who do not join the lawsuit will not be bound by any order, judgment, or settlement in the lawsuit, nor will they be entitled to receive any money recovered by Plaintiff, and retain any rights they might have, including to file their own action.

The FLSA claims in this lawsuit are limited to a two-year or three-year statute of limitations, depending on whether or not the Court determines any violation by Defendants was willful. This means that such claims for unpaid overtime must be brought within two or three years. Because of the statute of limitations, eligible workers who do not join this litigation or choose to file their own separate claims, may lose their rights to recover any unpaid overtime wages owed two or three years after those wages should have been paid.

## **6. DEFENDANTS CANNOT AND WILL NOT FIRE YOU FOR JOINING THIS LAWSUIT**

Many employees fear being terminated for making a wage claim. However, federal law prohibits employers from firing or in any other manner discriminating against employees who join a case like this. Though Defendants work at Fort Pickett has ended, this means that if you are working for any Defendant at a different location Defendants are prohibited from firing you, demoting you, or cutting your pay because you participated in this case.

## **7. YOUR LEGAL REPRESENTATION IF YOU JOIN**

If you choose to join this lawsuit, unless you choose to hire your own attorney, you will be represented by Plaintiffs' attorneys. By filing the attached Consent to Join Form you are consenting to be represented in this lawsuit by Plaintiffs' attorneys. Plaintiffs' attorneys in this case are:

Lloyd Ambinder  
Michele Moreno  
VIRGINIA & AMBINDER, LLP  
40 Broad Street, 7<sup>th</sup> Floor  
New York, New York 1004  
Telephone: (212) 943-9080  
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Craig J. Curwood  
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BUTLER CURWOOD, PLC  
140 Virginia Street, Suite 302  
Richmond, Virginia 23219  
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Facsimile: (804) 237-0413  
[zev@butlercurwood.com](mailto:zev@butlercurwood.com)

Plaintiffs' attorneys are advancing the expenses of the litigation. They are representing the Plaintiffs on a contingency fee basis. No current or former employee who joins the lawsuit will owe any attorneys' fees unless the Plaintiffs win or settle the lawsuit.

Named Plaintiff and his attorneys have agreed that any attorney fees may be paid out of any recovery that is obtained. If there is a recovery, the fees may be part of a settlement obtained or money judgment entered in favor of Plaintiffs or may be ordered by the court to be paid by the Defendant, or may be a combination of both.

**In no event will you be required to pay the attorneys any fees or costs if you decide to participate in this lawsuit and no back wages or overtime is recovered.**

## **8. HOW CAN YOU RECEIVE MORE INFORMATION?**

If you have any questions about the lawsuit or this notice you may contact Plaintiffs' attorneys, using the contact information in Section 7 above, or Arden Claims Service LLC, the claim administrator, using the contact information in Section 4 above. Please note, should you choose to contact the claim administrator, they will not be able to provide legal advice about your rights or the claims being made in this lawsuit.

**Communications with Virginia & Ambinder and Butler Curwood are strictly confidential.**

**You should not contact the Court to discuss this matter**

## **9. YOU HAVE SEVENTY (70) DAYS TO JOIN THIS LAWSUIT**

Your determination of whether or not to take action should be made promptly. Your Consent to Join form must be filed no later than **November 10, 2023**, which is seventy (70) days after this Notice was mailed to you. A Consent to Join form is enclosed with a self-addressed stamped envelope.

Additionally, as noted above, the FLSA claims in this lawsuit are limited to a two-year or three-year statute of limitations. This means that any such claims for unpaid overtime must be brought within two or three years.