

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**RANDY WALTZ, on behalf of himself and
similarly situated employees,**

Plaintiffs,

v.

**AVEDA TRANSPORTATION AND
ENERGY SERVICES INC. and
RODAN TRANSPORT USA LTD,**

Defendants.

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**CIVIL ACTION NO. 4:16-cv-00469-(Brann)
ELECTRONICALLY FILED**

**DEFENDANTS AVEDA TRANSPORTATION AND ENERGY SERVICES INC.’S AND
RODAN TRANSPORT USA LTD’S ORIGINAL ANSWER TO PLAINTIFF’S
COMPLAINT – CLASS/COLLECTIVE ACTION**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

COMES NOW Defendants, Aveda Transportation and Energy Services Inc. and Rodan Transport USA Ltd (“Defendants”) through its counsel, Robert E. Sheeder and Clayton M. Davis of Bracewell LLP, 1445 Ross Avenue, Suite 3800, Dallas, Texas 75202, and Mark A. Fontana, Eckert Seamans Cherin & Mellott, LLC, 213 Market Street, 8th Floor, Harrisburg, PA 17101, and files its Original Answer to Plaintiff’s Complaint – Class/Collective Action (referred to herein as “Complaint”) of Plaintiff Randy Waltz, on behalf of himself and similarly situated employees (“Plaintiff”) as follows.

FIRST DEFENSE

The Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

SECOND DEFENSE

Defendants make the following responses to the respective numbered allegations set forth in the Complaint:

1. Defendants admit the allegations set forth in Paragraph 1 of the Complaint.
2. Defendants admit the allegations set forth in Paragraph 2 of the Complaint.
3. Defendants admit the allegations set forth in Paragraph 3 of the Complaint.
4. Defendants are without sufficient information to form a belief as to the truthfulness of the allegations set forth in Paragraph 4 and, accordingly, they are denied.
5. Defendants deny each and every allegation set forth in Paragraph 5 of the Complaint.
6. Defendants deny each and every allegation set forth in Paragraph 6 of the Complaint.
7. Defendants deny each and every allegation set forth in Paragraph 7 of the Complaint.
8. Defendants admit the allegations set forth in Paragraph 8 of the Complaint.
9. Defendants admit the allegations set forth in Paragraph 9 of the Complaint.
10. Defendants admit only that Aveda and Rodan are collectively referred to as “Defendants” but deny that there is any legal or factual basis for liability in this case.
11. Defendants admit only that Rodan Transport (U.S.A.) Ltd. owns a facility located in Cogan Station, PA (Lycoming County). Each and every other allegation set forth in Paragraph 11 is denied.

12. Defendants admit only that Rodan Transport (U.S.A.) Ltd. is an employer covered by the FLSA and the PMWA. Each and every other allegation set forth in Paragraph 12 is denied.

13. Defendants admit the allegations set forth in Paragraph 13 of the Complaint.

14. Defendants admit only that during the three year time period preceding this lawsuit Rodan Transport (U.S.A.) Ltd. employed hundreds of employees at oil and gas rigs in approximately five States within the United States including this judicial district. Defendants further admit only that individual employees hold various job titles. Each and every other allegation set forth in Paragraph 14 is denied.

15. Defendants admit the allegations set forth in Paragraph 15 of the Complaint.

16. Defendants admit the allegations set forth in Paragraph 16 of the Complaint.

17. Defendants admit only that some Workers work over 40 hours per week or as required. Each and every other allegation set forth in Paragraph 17 is denied.

18. Defendants deny each and every allegation set forth in Paragraph 18 of the Complaint.

19. Defendants deny each and every allegation set forth in Paragraph 19 of the Complaint.

20. Defendants admit only that Plaintiff purports to bring his claim as a collective action on behalf of all individuals employed by Defendants within the past three years who in whole or in part perform services at oil and gas rigs throughout the United States but denies that there is factual or legal basis for these claims.

21. Defendants deny each and every allegation set forth in Paragraph 21 of the Complaint.

22. Defendants admit only that Plaintiff purports to bring his PMWA claim as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of all individuals employed by Defendants within the past three years who, in-whole or in-part have performed services at oil and gas rigs in Pennsylvania but denies that there is factual or legal basis for these claims.

23. Defendants deny each and every allegation set forth in Paragraph 23 of the Complaint.

24. Defendants deny each and every allegation set forth in Paragraph 24 of the Complaint.

25. Defendants deny each and every allegation set forth in Paragraph 25 of the Complaint.

26. Defendants deny each and every allegation set forth in Paragraph 26 of the Complaint.

27. Defendants deny each and every allegation set forth in Paragraph 27 of the Complaint.

28. Defendants deny each and every allegation set forth in Paragraph 28 of the Complaint.

29. All previous responses to Paragraph 1 through 28 are incorporated herein as though fully set forth.

30. Defendants admit only that the FLSA requires that employees receive overtime pay for hours worked over 40 hours per week. Each and every other allegation set forth in Paragraph 30 is denied.

31. Defendants deny each and every allegation set forth in Paragraph 31 of the Complaint.

32. Defendants deny each and every allegation set forth in Paragraph 32 of the Complaint.

33. All previous responses in Paragraphs 1 through 32 are incorporated as though fully set forth herein.

34. Defendants admit only that the PMWA requires employees to receive overtime compensation “not less than one and one-half times” the employee’s regular pay rate for hours worked over 40 per week, *see* 43 P.S. § 333.104(c), but deny there is any factual or legal basis for liability under the PMWA in this case.

35. Defendants deny each and every allegation set forth in Paragraph 35 of the Complaint.

Defendants deny each and every factual allegation set forth in the Prayer for Relief and, specifically, deny that Plaintiff is entitled to damages or relief, including back pay, reinstatement or front pay, compensatory damages, injunctive relief, taxable court costs, including expert fees and/or reasonable and necessary attorneys’ fees.

Each and every allegation set forth in the Complaint that is not expressly admitted herein is denied.

THIRD DEFENSE

Defendants’ alleged actions or omissions do not constitute a willful violation of the FLSA or the PMWA or any other law, regulation, rule, or guideline; therefore, the two-year statute of limitations should apply.

FOURTH DEFENSE

Plaintiff's claims (and the claims of other putative class members, if any) are barred in whole or in part to the extent that they were not brought within the applicable statute of limitations.

FIFTH DEFENSE

Defendants' actions were taken in conformity with, and in reliance upon, written regulations, orders, rulings, approvals or interpretations of the Administrator of the Wage and Hour Division of the United States Department of Labor or any administrative practice or enforcement policy with respect to the class of employees to which Defendants belongs while that ruling and policy is in effect.

SIXTH DEFENSE

Defendants assert that any alleged violation by the Defendants was neither knowing nor in reckless disregard.

SEVENTH DEFENSE

Defendants are entitled to offset for amounts actually paid to Plaintiff or any similarly situated employee, including but not limited to any premiums paid to Plaintiff for no compensable activities or time.

EIGHTH DEFENSE

Plaintiff (and other putative class members, if any) were exempt from the overtime provisions of the FLSA and the PMWA under applicable exemptions, including but not limited to, the Administrative, Executive and/or the highly compensated employee exemptions.

WHEREFORE, premises considered, Defendants pray that Judgment be entered dismissing with prejudice Plaintiff's Complaint-Class/Collective Action in its entirety; that

Defendants be awarded their reasonable attorneys' fees and expenses; and Defendants be granted any other relief that the Court deems just and proper.

Respectfully submitted,

BRACEWELL LLP

/s/Robert E. Sheeder

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CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of May 2016, a true and correct copy of the foregoing was served on all counsel of record via the Court's CM/ECF system.

/s/Robert E. Sheeder