

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**JARED TOOKER, on behalf of himself and all  
others similarly situated,**

**Plaintiff,**

**-against-**

**KNOW INK LLC.,**

**Defendant**

**Index No.: 7:26-cv-1267**

**COLLECTIVE ACTION**

Plaintiff, Jared Tooker, individually and on behalf of all others similarly situated, upon personal knowledge as to himself and upon information and belief as to other matters, alleges as follows:

**NATURE OF THE ACTION**

1. This lawsuit seeks to recover unpaid overtime wages and other damages for Plaintiff and his similarly situated co-workers – salaried Technical Service & Support Specialists (hereinafter “Support Specialists”) who work or have worked for Know Ink LLC (“Know Ink” or “Defendant”) companywide.

2. Know Ink provides voter check-in and verification processes for election authorities throughout the United States.<sup>1</sup> In this regard, Know Ink is one of the largest electronic poll book vendor in North America, with a recent 2024 survey showing it ranks number one “among the 15 commercial electronic poll book providers, used by 61% of jurisdiction that reported using a commercial system.”<sup>2</sup>

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<sup>1</sup> See generally KNOWiNK Website (available at [www.knowink.com](http://www.knowink.com)) (last accessed February 13, 2026).

<sup>2</sup> See KNOWiNK: America’s Most Trusted (and #1) Poll Book, (available at <https://knowink.com/americas-most-trusted-and-1-poll-book/>) (last accessed February 13, 2026).

3. Know Ink’s website touts having more than 150 employees that serve its nationwide presence.<sup>3</sup> Know Ink provides voter check-in and verification process for the New York State Board of Elections and for New York City elections.

4. For instance, New York City DCAS records a public hearing based on a proposed \$31,502,000.00 contract between the New York City Board of Elections and Know Ink.<sup>4</sup>

5. In order to offer these poll book services both in and outside of New York, Know Ink employs “Support Specialists” throughout the United States.

6. Support Specialists travel to different election authorities and give corporate pre-planned presentations about their services, how to use the poll books, and how to use the poll books’ accompanying software.

7. Support Specialists also work on location, in office, or home remotely, and provide telephone, email, and video-conference support to election authorities in real time as needed during elections. Examples of such help desk duties included, but are not limited to, adjusting pre-existing data options for counties at their request in the software, rebooting tablets, connecting tablets to printers, and helping with exporting or importing voter data.

8. Support Specialists likewise do not perform any computer coding, or servicing on complex computer systems.

9. Support Specialists do not hire, do not fire, do not interview applicants for work, and do not supervise any employees.

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<sup>3</sup> See generally KNOWiNK Website (available at [www.knowink.com](http://www.knowink.com)) (last accessed February 13, 2026).

<sup>4</sup> Notice Details: Public Hearing Details (available at <https://a856-cityrecord.nyc.gov/RequestDetail/20240109005>) (last accessed February 13, 2026).

10. Support Specialists regularly work over 40 hours per week due to the extended hours necessary to cover election cycle preparations, early voting, and election days. For instance, Support Specialist work approximately 11 hour days plus some weekend work during election preparation times, then are required to work 1 hour before and 1 hour after election authorities are holding elections on both weekdays and weekends. This schedule results in daily shifts of between 10 to 16 hours in length during election days. Depending on the election assigned, such schedules are worked 24 to 45 days in a row multiple times per year.

11. Even where there are no elections assigned, Support Specialists work over 40 hours per week beyond their “scheduled” 8:00 am to 5:00 pm work days where they provide presentations to election offices about Know Ink’s products and services. Much of these presentation days range from 10 to 12 hours in length.

12. Despite these job duties outlined above, Support Specialists are paid with a salary and do not receive overtime pay for hours worked over 40 in each workweek.

13. Know Ink failed to keep accurate records of hours worked by Plaintiff and other Support Specialists.

14. As a result, Know Ink misclassified Support Specialists as exempt employees under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and applicable state wage and hour laws.

15. Plaintiff brings this action on behalf of himself and all other similarly situated Support Specialists who elect to opt-in to this action pursuant to the “FLSA,” and specifically, the collective action provision of 29 U.S.C. § 216(b).

16. Plaintiff also brings this action to remedy violations of the NYLL, Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

## THE PARTIES

### Plaintiff

#### **Jared Tooker**

17. Jared Tooker (“Tooker”) was employed as a Technical Service & Support Specialist from October 3, 2019 to January 2, 2024. Tooker was a remote worker based out of his home in Dutchess County, New York.

18. Tooker is a covered employee within the meaning of the FLSA and the NYLL.

19. A written consent form for Tooker is being filed with this Complaint.

### Defendant

#### **Know Ink LLC**

20. Know Ink LLC is a foreign for-profit limited liability corporation organized and existing under the laws of Missouri.

21. Know Ink LLC’s principal corporate headquarters is located at 460 North Lindbergh Boulevard, St. Louis, Missouri 63141.

22. Know Ink LLC’s registered agent with the New York Division of Corporations is Michael J. Payne, Frankel Rubin Klein, 231 S. Bemiston Avenue, Suite 1111, St. Louis, Missouri, 6305.

23. Know Ink LLC has deliberately and voluntarily engaged in business in the State of New York by offering its services to the New York state and local election offices.

24. Know Ink LLC is the corporate payor that appears on Plaintiff’s pay stubs.

25. Know Ink LLC is a covered employer within the meaning of the FLSA and NYLL and at all times relevant, it employed Plaintiff and similarly situated employees.

26. At all times relevant, Know Ink LLC has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.

27. Know Ink LLC applies the same employment policies, practices, and procedures to all Support Specialists in its operation, including policies, practices, and procedures with respect to the payment of overtime compensation.

28. Know Ink LLC has employed more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

29. Upon information and belief, at all relevant times Know Ink. LLC has had an annual gross volume of sales in excess of \$500,000.00.

#### **JURISDICTION AND VENUE**

30. This Court has federal question jurisdiction over all claims pursuant to 28 U.S.C. § 1331.

31. The United States District Court for the Southern District of New York has personal jurisdiction over Know Ink as it has purposefully availed itself of the benefits of doing business in New York State. In other words, Know Ink has sufficient minimum contacts for this Court to have personal jurisdiction over it.

32. This Court also has supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. § 1367 as Tooker's state law claims are so related to his federal wage claims in that they form part of the same case or controversy under Article III.

33. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Tooker worked remotely based out of his home in Dutchess County, New York and thus, a substantial part of the events or omissions giving rise to this case occurred therein.

### COLLECTIVE ACTION ALLEGATIONS

34. Plaintiff brings the First Cause of Action, an FLSA claim, on behalf of:

All current and former salaried Technical Service & Support Specialists (of all levels) companywide employed by Know Ink between February 13, 2023 and the date of final judgment in this matter, who elect to opt-in to this action (the “FLSA Collective”).

35. Defendant is liable under the FLSA for, inter alia, failing to properly compensate Plaintiff and the FLSA Collective for their overtime compensation owed.

36. Consistent with Defendant’s policies, patterns, or practices, Plaintiff and the FLSA Collective were not paid the premium overtime compensation for all hours worked beyond 40 per workweek.

37. All of the work that Plaintiff and the FLSA Collective have performed has been assigned by Defendant, and/or Defendant has been aware of all of the work that Plaintiff and the FLSA Collective have performed.

38. As part of their regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiff and the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay their employees, including Plaintiff and the FLSA Collective, the premium overtime wages for all hours worked in excess of 40 hours per workweek.

39. A violation of the FLSA is “willful” if “the employer either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute.” *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 133, 108 S.Ct. 1677, 100 L.Ed.2d 115 (1988).

40. Defendants knew or should have been aware that federal law required it to pay Plaintiff and the FLSA Collective overtime compensation for all hours worked in excess of 40 per workweek.

41. Defendants failed to undertake any diligent review of its wage and hour practices relating to Support Specialists.

42. Defendants did not consult with counsel regarding their wage and hour practices relating to Support Specialists.

43. Defendants instituted the decision to pay Support Specialists with a salary in order to reduce their labor costs. In this regard, Know Ink directed non-exempt employees to stop working so much overtime hours and assigned much of these overtime hours and work to Tooker and other salaried Support Specialists to minimize labor costs and avoid paying overtime.

44. As a result, Defendants acted willfully due to their reckless disregard of their conduct.

45. There are many similarly situated current and former Support Specialists who have been denied overtime pay in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

#### **PLAINTIFF'S FACTUAL ALLEGATIONS**

46. Consistent with their policies and patterns or practices as described herein, Defendant harmed Plaintiff, individually, as follows:

##### **Jared Tooker**

47. Jared Tooker ("Tooker") was employed as a Technical Service & Support Specialist from approximately October 3, 2019 through January 2, 2024.

48. During his employment, Tooker worked remotely based in Dutchess County, New York, with exceptions being instances where he traveled to election authorities inside and outside of New York state. For instance, Tooker also performed work for Know Ink in the states of New Jersey, Virginia, and Missouri on specific job assignments that lasted a few days to a week or so at a time.

49. Throughout his employment, unless he missed time for vacation, sick days, or holidays, Tooker generally worked the following schedule:

a. Base schedule (where there were no elections occurring):

- i. Monday through Friday, from 8:00 a.m. to 5:00 pm. Such base schedule would occur where there were no elections or special assignments given to Tooker.
- ii. During non-election times, Tooker was assigned to provide presentations to Know Ink customers either remotely or at their local election offices. These presentation days lasted approximately 10-12 hours, from 9:00 am to 7:00pm - 9:00 pm. Thus, where such presentations were planned, Tooker would have worked over 40 hours in a week. Tooker estimates there were about 10 or so such presentations per year, normally in non-election times.
- iii. Tooker was required to travel to election offices in and outside of New York state for such presentations. Some of this travel time occurred during his regularly scheduled work time and on weekends and he was not paid extra for such travel time.

b. Election work (in New York):

- i. Normal and special election work begins approximately 24 days prior to a scheduled election day. This work consists of election preparation, early voting, and the final election day.
- ii. Normal election schedule:
  1. Election prep: approximately 60 hours per week consisting of:
    - a. Monday through Friday: 8:00 am to 7:00 pm
    - b. Weekend work: a 4 to 8 hour weekend shift
  2. Early voting (10 days before election day):
    - a. Monday through Friday from 5:00 am to 9:00 pm

- b. Saturday and Sunday from 8:00 am to 6:00 pm
- c. Election day: 5:00 am to 10:00 pm.

3. Such normal election cycles occurred 3 to 4 times a year, generally for elections in April, June, August, and November.

c. Special election schedules:

- i. Monday through Friday: 11 to 13 hour shifts, ranging from 5:00 am to 5:00 pm, 8:00 am to 10:00 pm, and 7:00 am to 6:00 pm.
- ii. Saturday and Sunday: 8 hour shifts from 10:00 am to 6:00 pm
- iii. Election day: 5:00 am to 10:00 pm
- iv. Such special election cycles occurred at least 5 times per calendar year.

d. Beginning in 2022, Know Ink assigned Tooker to also be remote support for out-of-state elections in addition to New York state election schedules. Know Ink instructed certain non-exempt workers assigned to Virginia election support that Tooker would take over much of their election support. Virginia has at least three elections per year with 45 days of early voting.

e. Thus, beginning in 2022 through the end of his employment, Tooker generally worked from 7:00 am to 7:00 pm Monday through Friday, plus two weekends a months. This extended schedule occurred every mid-February through early November.

f. Tooker's schedule also included the 10 or so presentations per year outlined above after 2022.

50. Given the above work schedules, Tooker regularly worked over 40 hours per week during his employment.

51. Tooker made complaints to Know Ink about the extra work he was being required to work. Know Ink ignores these complaints and assigned more work to Tooker.

52. Know Ink was on actual and/or constructive notice of the hours Tooker was made to work.

53. During this time as an employee, Know Ink compensated Tooker with a salary, regardless of the hours he worked.

54. Know Ink failed to keep accurate records of time worked by Tooker.

55. Tooker's primary duties consisted of routine, non-exempt tasks that included, but were not limited to, answering emails, answering telephone calls, providing help desk support to election authorities regarding Know Ink's equipment and software, and giving corporate-made presentations to election authorities outlining how to use the software and poll pod tablets.

56. Tooker did not receive overtime pay for hours worked over 40 in a workweek.

57. Tooker received a wage notice that incorrectly listed him as a salary-exempt employee.

58. Tooker received wage statements that did not accurately record the hours he worked, and incorrect listed him as a salaried employee.

59. As a direct result of Know Ink's violations and failure to provide proper wage notices and wage statements, Tooker suffered a concrete harm, resulting from his inability to identify the underpayment of wages he was made to suffer. Specifically, without a wage notice properly identifying his correct classification, he was unable to recognize that form of underpayment of owed overtime. Additionally, receiving pay stubs that do not accurately record hours or his correct hourly and overtime rates of pay further prevented him from recognizing the underpayment of wages he suffered during his employment.

60. Know Ink’s inaccurate wage notice and wage statement allowed it to continue its unlawful wage and hour scheme without Tooker having awareness he was misclassified and underpaid.

61. Had Tooker been able to see that he was not being lawfully paid via his statements and notice, he would have been able to avoid underpayment of their wages. *See Guthrie v. Rainbow Fencing Inc.*, 113 F.4th 300, 308 (2d Cir. 2024) (plaintiff establishes concrete harm if plaintiff can show she “would have avoided some actual harm or obtained some actual benefit if accurate [statements] had been provided”); *see also Van Duser v. Tozzer Ltd.*, No. 23 Civ. 9329 (AS), 2024 WL 4635495, at \*5 (S.D.N.Y. Oct. 31, 2024).

62. Tooker’s inability to crosscheck his pay statements and notice constitutes concrete harm.

63. Know Ink’s failure to provide Tooker with such information caused him to endure uncertainty regarding his wages and prevented him from taking action to correct Defendant’s wage and hour violations as he had no means to confirm that he was being compensated correctly.

**FIRST CAUSE OF ACTION**  
**Fair Labor Standards Act – Overtime Wages**  
**(Brought on behalf of Plaintiff and the FLSA Collective)**

64. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

65. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 et seq., and the supporting federal regulations, apply to Defendant and protect Plaintiff and the members of the FLSA Collective.

66. Defendant failed to pay Plaintiff and the FLSA Collective the premium overtime wages to which they were entitled under the FLSA – at a rate of 1.5 times their regular rate of pay – for all hours worked beyond 40 per workweek.

67. As a result of Defendant’s willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys’ fees, costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

**SECOND CAUSE OF ACTION**  
**New York Labor Law – Overtime Wages**  
**(Brought on behalf of Plaintiff)**

68. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

69. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendant and protect Plaintiff.

70. Defendant failed to pay Plaintiff the premium overtime wages to which he was entitled under the NYLL and the supporting New York State Department of Labor Regulations – at a rate of 1.5 times his regular rate of pay – for all hours worked beyond 40 per workweek.

71. Due to Defendant’s violations of the NYLL, Plaintiff is entitled to recover from Defendant his unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys’ fees, costs, and pre-judgment and post-judgment interest as provided for by NYLL § 198.

**THIRD CAUSE OF ACTION**

**New York Labor Law – Failure to Provide Proper Annual Wage Notices  
(Brought on behalf of Plaintiff)**

72. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

73. Defendant failed to supply Plaintiff with a proper time of hire wage notice, as required by NYLL, Article 6, § 195(1), in English or in the language identified as his primary language, at the time of hiring and at subsequent wage changes, containing, among other items: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage; the regular pay day designated by the employer in accordance with section one hundred ninety-one of this article; overtime rate; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

74. Due to Defendant’s violations of NYLL, Article 6, § 195(1), Plaintiff is entitled to statutory penalties of fifty dollars for each workday that Defendant failed to provide him with wage notices, or a total of five thousand dollars each, as well as reasonable attorneys’ fees and costs as provided for by NYLL, Article 6, § 198(1-b).

**FOURTH CAUSE OF ACTION**

**New York Labor Law – Failure to Provide Accurate Wage Statements  
(Brought on behalf of Plaintiff)**

75. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

76. Defendant failed to supply Plaintiff with an accurate statement of wages with every

payment of wages as required by NYLL, Article 6, § 195(3), listing: dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

77. Due to Defendant's violations of NYLL, Article 6, § 195(3), Plaintiff is entitled to statutory penalties of two hundred fifty dollars for each workweek that Defendant failed to provide them with accurate wage statements, or a total of five thousand dollars, and reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198(1-d).

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually, and on behalf of the FLSA Collective, respectfully request that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notices, to all Technical Service & Support Specialists who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, worked at Know Ink. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid overtime wages, and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor Regulations;

C. Unpaid overtime wages and liquated damages as permitted by law pursuant to New York Labor Law;

D. Statutory penalties of fifty dollars for each workweek that Defendant failed to provide Plaintiff with a proper wage notice, or a total of five thousand dollars, as provided for by NYLL, Article 6 § 198;

E. Statutory penalties of two hundred fifty dollars for each workweek that Defendant failed to provide Plaintiff with accurate wage statements, or a total of five thousand dollars, as provided for by NYLL, Article 6 § 198;

F. Reasonable attorneys' fees and costs of the action; and

G. Such other relief as this Court shall deem just and proper.

Dated: New York, New York  
February 13, 2026

Respectfully submitted,

/s/ Armando A. Ortiz  
**FITAPELLI & SCHAFFER, LLP**  
Armando A. Ortiz  
28 Liberty Street, 30<sup>th</sup> Floor  
New York, New York 10005  
Telephone: (212) 300-0375

*Attorneys for Plaintiff and  
the Putative Collective*

FAIR LABOR STANDARDS ACT CONSENT

1. I consent to be a party plaintiff in a lawsuit against KNOW INK and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate FITAPELLI & SCHAFFER, LLP ("the Firm") to represent me and make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that the Firm will petition the Court for attorney's fees from any settlement or judgment in the amount of the greater of: (1) the "lodestar" amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 1/3 of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

Jared Tooker

Jared Tooker (Jan 5, 2024 13:48 EST)

Signature

Jared Tooker

Full Legal Name (Print)