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*Attorneys for Plaintiff and proposed
 Collective and Class Members*

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

ANTHONY URETA, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

AT&T INC. and AT&T SERVICES, INC.,

Defendants.

Case No. _____

**COMPLAINT FOR VIOLATIONS OF
 FLSA AND CALIFORNIA
 WAGE AND HOUR LAWS**

COLLECTIVE ACTION

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiff Anthony Ureta (“Plaintiff”), individually and on behalf of all others similarly
2 situated, by his attorneys at Outten & Golden LLP and Posner & Rosen LLP, allege, upon
3 personal knowledge as to himself and upon information and belief as to other matters, as follows:

4 **PRELIMINARY STATEMENT**

5 1. Plaintiff is a training professional employed by Defendants AT&T Inc. and AT&T
6 Services, Inc. (collectively, “AT&T” or “Defendants”), classified as exempt from the overtime
7 requirements of the Fair Labor Standards Act (“FLSA”) and state law. Plaintiff brings this
8 action on behalf of himself and other similarly situated training professionals, including those in
9 Training Design (Designers) and Training Delivery (Instructors), who work or worked for
10 AT&T at any time from three years before the filing of the Complaint to the date of judgment
11 (collectively, “Training Specialists”).

12 2. The primary duty of Plaintiff and Training Specialists is to convey training
13 information provided by others, including subject matter experts (“SMEs”) and vendors, to client
14 students within AT&T according to established AT&T policies, procedures, guidelines, and
15 systems, using their skill and experience.

16 3. AT&T has unlawfully classified Plaintiff and Training Specialists as exempt from
17 overtime payments under federal and state laws, despite the fact that they should have been
18 classified as nonexempt. Plaintiff and Training Specialists worked overtime hours, as defined by
19 the applicable federal and state laws, and are and have been entitled to premium compensation at
20 the appropriate rate (“overtime compensation”) for all overtime hours worked.

21 4. AT&T has willfully refused to pay Plaintiff and other Training Specialists the
22 required overtime compensation for overtime hours worked, and has failed to keep time records
23 as required by law.

24 5. AT&T is a multinational telecommunications corporation, headquartered in
25 Dallas, Texas. AT&T is the 23rd largest company in the world.

26 6. AT&T has employed Training Specialists at their locations nationwide.

27 7. Pursuant to AT&T’s corporate policies, AT&T has classified Training Specialists
28 as exempt from the overtime pay requirements of the FLSA and state law.

16. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred and Defendants are subject to the Court's personal jurisdiction in this District.

17. Intradistrict assignment: Pursuant to N.D. Cal. Local Rule 3-2(c) and (e), intradistrict assignment to the San Francisco and Oakland Divisions is proper because a substantial part of the events that give rise to the claims asserted occurred in Alameda County.

THE PARTIES

Plaintiff

Plaintiff Anthony Ureta

18. Plaintiff Anthony Ureta ("Ureta") is a resident of Fremont, California.

19. Ureta worked for AT&T from approximately December 5, 2004 through approximately July 10, 2015. From approximately February 2013 through approximately July 10, 2015, Ureta worked for AT&T as a Senior Training Manager, which is a type of Training Specialist as defined herein.

20. Ureta worked for AT&T in Pleasanton, California.

21. Ureta regularly worked more than 40 hours in a workweek, but was not paid for any hours he worked over 40. Specifically, during the week of March 2-7, 2014, Ureta worked more than 40 hours.

22. Defendants failed to keep accurate records of the hours that Ureta worked as a Training Specialist.

Defendants

Defendant AT&T Inc.

23. AT&T Inc. is a Delaware corporation doing business within Alameda County in the State of California. AT&T Inc. maintains corporate headquarters in Dallas, Texas at One AT&T Plaza, 208 South Akard Street.

Defendant AT&T Services, Inc.

24. AT&T Services, Inc. is a Delaware corporation doing business within Alameda County in the State of California and maintains corporate headquarters in Dallas, Texas at One

AT&T Plaza, 208 South Akard Street. AT&T Services, Inc. is a wholly-owned subsidiary of AT&T Inc.

COLLECTIVE ACTION ALLEGATIONS

25. Plaintiff brings the First Cause of Action, pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of himself and all similarly situated persons who elect to opt into this action who work or have worked for Defendants as Training Specialists nationwide on or after August 11, 2012 (the “Collective”).

26. Plaintiff is similarly situated to other Training Specialists.

27. Plaintiff and other Training Specialists are similarly situated in that they have substantially similar job requirements and pay provisions, and are subject to AT&T’s common practice, policy, or plan of unlawfully characterizing Training Specialists as exempt employees and refusing to pay them overtime in violation of the FLSA.

28. Defendants are liable under the FLSA for, inter alia, failing to properly compensate Plaintiff and other Training Specialists. There are many similarly situated current and former Training Specialists who have not been paid for all hours worked over 40 in a workweek in violation of the FLSA who would benefit from the issuance of a court-supervised notice regarding the present lawsuit and the opportunity to join it. Those similarly situated employees are known to Defendants, are readily identifiable, and can be located through Defendants’ records, such that notice should be sent to them pursuant to 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS

The California Class

29. Plaintiff brings the Second, Third, Fourth, Fifth, and Sixth Causes of Action under Rule 23 of the Federal Rules of Civil Procedure on behalf of himself and all persons who have worked for Defendants as Training Specialists in California at any time between May 18, 2011 and the date of final judgment in this matter (the “California Class”).

30. Excluded from the California Class are Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned

1 and any member of the Judges' immediate family; and all persons who will submit timely and
2 otherwise proper requests for exclusion from the California Class.

3 31. The persons in the California Class identified above are so numerous that joinder
4 of all members is impracticable. The Plaintiff is informed and believes, and on that basis
5 alleges, that Defendants have employed at least 100 persons who satisfy the definition of the
6 California Class.

7 32. Defendants acted or refused to act on grounds generally applicable to the
8 California Class, thereby making appropriate final injunctive relief or corresponding declaratory
9 relief with respect to the California Class as a whole.

10 33. There are questions of law and fact common to the California Class that
11 predominate over any questions solely affecting individual members of the California Class,
12 including but not limited to:

- 13 a. whether Defendants have unlawfully failed to pay the California Class all
14 overtime compensation owed, in violation of the California Labor Code and
15 related regulations, Cal. Labor Code §§ 226, 510, 1174, 1174.5, and 1194; Cal.
16 Wage Order No. 4-2001; and the California Unfair Competition Law, Cal. Bus
17 & Prof. Code § 17200 et seq.;
- 18 b. Whether Plaintiff and the California Class members are nonexempt employees
19 entitled to overtime compensation for overtime hours worked under the
20 overtime pay requirements of California law;
- 21 c. Whether AT&T's policy and practice of classifying the California Class
22 members as exempt from overtime entitlement under California law and
23 AT&T's policy and practice of failing to pay overtime to the California Class
24 members violate applicable provisions of California law, including applicable
25 statutory and regulatory authority;
- 26 d. whether Defendants have unlawfully failed to keep and furnish California
27 Class members with accurate records of hours worked in violation of
28 California Labor Code §§ 226 and 1174; and

1 e. the nature and extent of California Class members' injuries and the appropriate
2 measure of damages for California Class members.

3 34. The Plaintiff's claims are typical of the claims of the California Class he seeks to
4 represent. Plaintiff and the California Class worked or work for Defendants as Training
5 Specialists in California and have been subjected to Defendants' policy and pattern or practice of
6 failing to pay overtime wages for hours worked in excess of 40 hours per workweek and/or 8
7 hours per workday. Defendants acted and refused to act on grounds generally applicable to the
8 California Class, thereby making declaratory relief with respect to the California Class
9 appropriate.

10 35. Plaintiff will fairly and adequately represent and protect the interests of the
11 California Class. Plaintiff understands that, as a class representative, he assumes a fiduciary
12 responsibility to the California Class members to represent their interests fairly and adequately.
13 Plaintiff recognizes that as a class representative, he must represent and consider the interests of
14 the California Class just as he would represent and consider their own interests. Plaintiff
15 understands that in decisions regarding the conduct of the litigation and its possible settlement,
16 he must not favor his own interests over those of the California Class. Plaintiff recognizes that
17 any resolution of a class action lawsuit, including any settlement or dismissal thereof, must be in
18 the best interests of the California Class. Plaintiff understands that in order to provide adequate
19 representation, he must remain informed of developments in the litigation, cooperate with class
20 counsel by providing them with information and any relevant documentary material in his
21 possession, and testify, if required, in a deposition and in trial.

22 36. Plaintiff has retained counsel competent and experienced in complex class action
23 employment litigation.

24 37. A class action is superior to other available methods for the fair and efficient
25 adjudication of this litigation – particularly in the context of wage litigation like the present
26 action, where the individual Plaintiff may lack the financial resources to vigorously prosecute a
27 lawsuit in federal court against a corporate defendant. The California Class members have been
28 damaged and are entitled to recovery as a result of Defendants' common and uniform policies,

practices, and procedures. Although the relative damages suffered by individual members of the California Class are not de minimis, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

38. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

COMMON FACTUAL ALLEGATIONS

39. Pursuant to a centralized, company-wide policy, pattern, and/or practice, AT&T has unlawfully classified Plaintiff and other Training Specialists as exempt from overtime payments under federal and state laws, despite the fact that they should have been classified as nonexempt.

40. As a result, Defendants failed to pay Plaintiff and other Training Specialists for all of their hours worked, including for any of the overtime hours they worked over 40 in a workweek.

41. Defendants failed to keep accurate records of the hours that Plaintiff and other Training Specialists worked.

42. All of the work that Plaintiff and other Training Specialists have performed has been assigned by Defendants, and/or Defendants have been aware or should have been aware of all of the work that Plaintiff and other Training Specialists have performed.

43. As part of their regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a policy, pattern, and/or practice of violating the FLSA. This policy, pattern, and/or practice includes but is not limited to:

- a. willfully failing to pay Plaintiff and other Training Specialists proper overtime wages for hours that they worked in excess of 40 hours in a workweek; and
- b. willfully failing to record and properly compensate for all of the time that Plaintiff and other Training Specialists have worked for the benefit of

Defendants.

44. Defendants are aware or should have been aware that the FLSA requires them to pay Plaintiff and other Training Specialists an overtime premium for hours worked in excess of 40 hours per workweek.

45. Defendants' conduct alleged herein has been widespread, repeated, and consistent, and it is contrary to the FLSA.

FIRST CAUSE OF ACTION
FLSA: Unpaid Overtime Wages
Brought by Plaintiff Individually and on Behalf of the Collective

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

47. At all relevant times, Plaintiff and other similarly situated current and former Training Specialists were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

48. The overtime wage provisions set forth in §§ 201 et seq. of the FLSA apply to Defendants.

49. Defendants were and are employers of Plaintiff and other similarly situated current and former Training Specialists and are engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

50. At all relevant times, Plaintiff and other similarly situated current and former Training Specialists were and are employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

51. Defendants have failed to pay Plaintiff and other similarly situated current and former Training Specialists the wages to which they were entitled under the FLSA.

52. Defendants' violations of the FLSA, as described in this Class and Collective Action Complaint, have been willful and intentional.

53. Because Defendants' violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255, as it may be tolled or extended by agreement, equity or operation of law.

54. As a result of Defendants' willful violations of the FLSA, Plaintiff and other similarly situated current and former Training Specialists have suffered damages by being denied wages in accordance with 29 U.S.C. §§ 201 et seq., in amounts to be determined at trial or through undisputed record evidence, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

California Wage Order No. 4-2001; California Labor

Code §§ 510, 1194: Unpaid Overtime Wages

Brought by the Plaintiff Individually and on Behalf of the California Class

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

56. California law requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

57. Plaintiff and California Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

58. At all relevant times, Plaintiff and California Class members worked in excess of 40 hours in a workweek and 8 hours in a workday.

59. At all relevant times, Defendants failed and refused to pay the Plaintiff and California Class members overtime premium pay for all of their overtime hours worked.

60. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, the Plaintiff and California Class members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Defendants in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

THIRD CAUSE OF ACTION

California Wage Order No. 4-2001; California Labor

Code §§ 226, 1174, & 1174.5: Record-Keeping Violations

Brought by the Plaintiff Individually and on Behalf of the California Class

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

62. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, inter alia, all hours worked, to the Plaintiff and California Class members in accordance with California Wage Order No. 4-2001 and California Labor Code § 226(a). Such failure caused injury to the Plaintiff and the California Class, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendants have failed to maintain accurate records of hours worked by Plaintiff and California Class members as required under Labor Code § 1174(d).

63. Plaintiff and California Class members are entitled to and seek injunctive relief requiring Defendants to comply with California Labor Code §§ 226(a) and 1174(d), and further seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

FOURTH CAUSE OF ACTION
(California Meal Period Provisions,
Cal. Wage Order No. 4-2001; Cal. Labor Code §§ 218.5, 226.7, & 512,
Brought by the Plaintiff,
on behalf of Himself and the California Class)

64. Plaintiff, on behalf of himself and all members of the California Class, realleges and incorporates by reference the preceding paragraphs as if they were set forth again herein.

65. Plaintiff and the California Class members regularly work and have worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by Labor Code §§ 226.7 and 512 and Wage Order No. 4-2000, § 11(a).

66. In addition, Plaintiff and California Class members regularly work and have worked without being afforded at least one ten-minute rest break, in which they were relieved of all duty, per four hours of work performed or major fraction thereof, as required by Labor Code §§ 226.7 and Wage Order No. 4-2000, § 12.

67. As a result of Defendants' failure to afford proper meal periods, Defendants are liable to the Plaintiff and California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code § 226.7 and Wage Order No. 4-2001, § 11(b).

FIFTH CAUSE OF ACTION

California Business & Professions Code §§ 17200 et seq.: Unfair Competition Brought by the Plaintiff Individually and on Behalf of the California Class

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

69. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or practices.

70. Beginning at a date unknown to Plaintiff, but at least as long ago as four years prior to the filing of the Complaint, Defendants committed, and continue to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendants' conduct as alleged herein has injured Plaintiff and the California Class by wrongfully denying them earned wages, and therefore was substantially injurious to Plaintiff and the California Class.

71. Defendants engaged in unfair competition in violation of the UCL by violating, inter alia, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201 et seq.;
- b. California Labor Code § 1194;
- c. California Labor Code § 226;
- d. California Labor Code § 1174; and
- e. California Labor Code § 510.

72. Defendants' course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Defendants' conduct described herein violates the policy or spirit of such laws or

otherwise significantly threatens or harms competition.

73. The unlawful and unfair business practices and acts of Defendants, described above, have injured California Class members in that they were wrongfully denied the payment of earned overtime wages.

74. Plaintiff, on behalf of himself and the California Class, seeks recovery of attorneys' fees and costs of this action to be paid by Defendants, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

75. Plaintiff, on behalf of himself and the California Class, seeks restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

SIXTH CAUSE OF ACTION
Violation of California's Private Attorneys General Act;
Cal. Labor Code §§ 2699 et seq.
Brought by the Plaintiff Individually and on Behalf of the California Class

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

77. California's Private Attorneys General Act, Cal. Labor Code §§ 2698 et seq. ("PAGA"), provides that an aggrieved employee may bring a civil action on behalf of such employee and other current and former employees to recover for any violation of a provision of the California Labor Code, which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, agencies or employees (collectively, the "LWDA").

78. Whenever the LWDA has discretion to assess a civil penalty, a court in a civil action is authorized pursuant to PAGA to exercise the same discretion to assess a civil penalty on behalf of aggrieved employees, subject to the same limitations and conditions.

79. Plaintiff, on behalf of himself, and the other members of the California Class, are "aggrieved employees," as defined by the California Labor Code, § 2699(c) in that they are all

1 current or former employees of Defendants, and one or more of the alleged violations was
2 committed against them.

3 80. Plaintiff, on behalf of all aggrieved employees in his capacity as a private attorney
4 general, seeks penalties under the California Labor Code and PAGA for the violations alleged
5 against the Defendants in this complaint under California state law.

6 81. Specifically, in such capacity, Plaintiff alleges the following violations and
7 associated penalties:

- 8 a. Failure to Pay Overtime Wages: Defendants failed to pay all overtime
9 wages due to the Plaintiff and other aggrieved employees, in violation of
10 the California Cal. Wage Order No. 4 and Cal. Labor Code §§ 510, 1194,
11 as detailed in this Class and Collective Action Complaint.
- 12 b. Failure to Provide Complete and Accurate Wage Statements: Defendants
13 failed to provide complete and accurate wage statements containing all
14 wages due to Plaintiff and other aggrieved employees, in violation of the
15 California Labor Code § 226(a) and the IWC Wage Orders, as detailed in
16 this Class and Collective Action Complaint.
- 17 c. Failure to Keep Accurate Payroll Records: Defendants failed to provide
18 complete and accurate wage statements regarding all wages due to Plaintiff
19 and other aggrieved employees, in violation of the California Labor Code §
20 1174.5 and the IWC Wage Orders, as detailed in this Class and Collective
21 Action Complaint.

22 82. These failures by Defendants were willful and constitute a violation of PAGA,
23 thereby entitling Plaintiff to recover statutory penalties under the California Labor Code §§ 558
24 and 2599, et seq.

25 83. Pursuant to the California Labor Code § 2699(a), (f) and (g) and related
26 provisions, Plaintiff, as a private attorney general on behalf of all aggrieved employees, requests
27 and is entitled to recover penalties against Defendants, jointly and severally, for each aggrieved
28 employee per pay period for the initial violation and for each aggrieved employee per pay period

1 for each subsequent violation, subject to any applicable cap.

2 84. On August 11, 2015, Plaintiff provided written notice by certified mail to the
3 LWDA and to Defendants of the legal claims and theories of this case contemporaneous with the
4 filing of the Class and Collective Action Complaint in this action.

5 85. Pursuant to the California Labor Code § 2699(i), civil penalties recovered by
6 aggrieved employees shall be distributed as follows: seventy-five percent to the LWDA and
7 twenty-five percent to the aggrieved employees.

8 86. Furthermore, Plaintiff, as a private attorney general on behalf of all other
9 aggrieved employees, requests and is entitled to recover from Defendants, jointly and severally,
10 interest, attorney's fees and costs pursuant to California Labor Code §§ 210, 218.5, 1194(a), and
11 2699.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff, individually and on behalf of all other similarly situated
14 persons, prays for the following relief:

- 15 A. Designation of this action as a collective action on behalf of the Collective and
16 prompt issuance of notice pursuant to 29 U.S.C. § 216(b);
- 17 B. Certification of the California Class pursuant to Rule 23 of the Federal Rules of
18 Civil Procedure;
- 19 C. Designation of Plaintiff as Class Representative of the California Class;
- 20 D. A declaratory judgment that the practices complained of herein are unlawful under
21 the FLSA;
- 22 E. An award of damages, according to proof, including liquidated damages, to be
23 paid by Defendants;
- 24 F. Pre-judgment and post-judgment interest, as provided by law;
- 25 G. Attorneys' fees and costs of action incurred herein, including expert fees; and
- 26 H. Such other relief as this Court deems just and proper.

27 **DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by the Class and Collective Action Complaint.

Dated: August 11, 2015

Respectfully submitted,

By: /s/ Jahan C. Sagafi

Jahan C. Sagafi

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ANTHONY URETA, individually and on behalf of all others similarly situated.

(b) County of Residence of First Listed Plaintiff Alameda
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

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DEFENDANTS

AT&T Inc. and AT&T Services, Inc.

County of Residence of First Listed Defendant Dallas
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☒ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fair Labor Standards Act ("FLSA")

Brief description of cause:
Violations of FLSA, 29 U.S.C. §§ 201 et seq

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/11/2015

SIGNATURE OF ATTORNEY OF RECORD

/s/ Jahan C. Sagafi

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)



SAN FRANCISCO/OAKLAND



SAN JOSE



EUREKA

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.