

1 **ALEXANDER KRAKOW + GLICK LLP**
Marvin E. Krakow (State Bar No. 81228)
2 Michael S. Morrison (State Bar No. 205320)
401 Wilshire Boulevard, Suite 1000
3 Santa Monica, California 90401
T: 310 394 0888 | F: 310 394 0811
4 E: mkrakow@akgllp.com; mmorrison@akgllp.com;

5
6 Attorneys for Plaintiff JOSHUA COBB, individually and on
behalf of all others similarly situated

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 JOSHUA COBB, as an individual, on
behalf of himself and all others similarly
11 situated,

12 Plaintiff,

13 v.

14 DIRECTV, LLC;
15 AT&T Services, Inc.; and
DOES 1-25, Inclusive,

16 Defendants.

Case No.:

CLASS ACTION (FRCP 23)

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. **FAILURE TO PAY ALL WAGES EARNED AND MIN. WAGE VIOLATIONS (CAL. LABOR CODE §§ 216, 1194, 1194.2 & 1197);**
2. **FAILURE TO PAY OVERTIME COMP. (CAL. LABOR CODE § 1194);**
3. **FAILURE TO PAY MEAL PERIOD COMP. (CAL. LABOR CODE §§ 226.7 & 512);**
4. **FAILURE TO PAY REST PERIOD COMP. (CAL. LABOR CODE § 226.7 & CAL. CODE REGS., TIT. 8, § 11040, subd. 12(A));**
5. **WAITING TIME PENALTIES (CAL. LABOR CODE § 203);**
6. **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LABOR CODE § 226); AND**

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**7. UNFAIR BUSINESS PRACTICES
(Cal. Bus. & Prof. Code § 17200, et
seq.)**

DEMAND FOR JURY TRIAL

Plaintiff JOSHUA COBB (“PLAINTIFF”), as an individual and on behalf of himself and all others similarly situated complains and alleges on information and belief the following against DIRECTV, LLC, (“DIRECTV”), AT&T Services, Inc., (“AT&T”) and DOES 1 through 25 (collectively, “DEFENDANTS”):

INTRODUCTION

1. This case arises out of DEFENDANTS’ systemic, company-wide unlawful treatment of PLAINTIFF and similarly situated individuals employed and working in the State of California as Installers (also referred to as PLAINTIFF CLASS). Installers work throughout California installing DEFENDANTS’ equipment and providing other services for DEFENDANTS’ customers.

2. DEFENDANTS fail to pay Installers the applicable state minimum wages for all hours worked. Until December 31, 2015, DEFENDANTS only compensated Installers on a piece-rate basis for installation work. The amount of compensation depended on the services and equipment provided during the installation. Thus, Installers were paid a flat-fee for installations, which only varied based upon the items installed and is not at all derivative of how many hours the Installer worked. Installers were not compensated for non-piece rate work- i.e. the time they were otherwise under DEFENDANTS’ control but were not working on installations.

3. In *Gonzalez v. Downtown L.A. Motors*, 215 Cal. App. 4th 36, 49-50 (2014), the court held that employees paid on a piece-rate system must be separately compensated for non-piece work in order to comply with California’s minimum wage statutes. Averaging wages over the workweek to meet minimum wage obligations is not permitted under the California Labor Code.

4. On January 1, 2016, DEFENDANTS began paying Installers on an hourly basis but failed to compensate Installers for all hours worked or properly compensate them for overtime

1 hours. DEFENDANTS instruct Installers to track their time worked through an online
2 timekeeping system. Installers are not compensated for the first hour of “excess commute” time
3 before their first installations of the day, or the first hour of “excess commute” time after their
4 final installations of the day, despite the fact that Installers regularly perform work tasks, are
5 under the control of DEFENDANTS, and have severe limitations on the personal activities they
6 can pursue.

7 5. California law prescribes that it is an automatic minimum wage violation when an
8 employee works but is not compensated for each and every hour worked. *See Armenta v. Osmose,*
9 *Inc.* 215 Cal. App. 4th 314, 323-324 (2005). “Hours Worked” means the time during which an
10 employee is subject to the control of an employer, and includes all the time the employee is
11 suffered or permitted to work, whether or not required to do so.” Cal. Code Regs., tit. 8, § 11040,
12 subd. 2(K). Time “subject to the control of an employer” is compensable, regardless of whether
13 the employee is “suffered or permitted to work.” *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575,
14 582 (2000).

15 6. PLAINTIFF brings this action under California minimum wage and overtime
16 statues and regulations and California’s unfair competition laws. More specifically, PLAINTIFF
17 asserts that he and the PLAINTIFF CLASS are entitled to unpaid wages, including unpaid
18 overtime wages, compensation for missed meal and rest periods, and all applicable statutory
19 damages, liquidated damages, and penalties.

20 **JURISDICTION AND VENUE**

21 7. This Court has jurisdiction over PLAINTIFF and PLAINTIFF CLASS’ (referred
22 to collectively as PLAINTIFFS) claims pursuant to the Class Action Fairness Act of 2005, which
23 amended 28 U.S.C. § 1332, because (a) the proposed class members number at least 100; (b) the
24 amount in controversy exceeds \$5,000,000 and (c) at least one member of the PLAINTIFF
25 CLASS and DEFENDANTS are citizens of different states. The Court has supplemental
26 jurisdiction over the state labor law and unfair competition claims pursuant to 28 U.S.C. § 1367.

27 8. DEFENDANTS are subject to personal jurisdiction as corporations conducting
28 substantial and continuous commercial activities in California. This case arises from

1 DEFENDANTS' wrongful conduct in California, where DEFENDANTS employed PLAINTIFF
2 and members of the proposed PLAINTIFF CLASS.

3 9. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) and (2) because a substantial
4 part of the events and omissions giving rise to members of the PLAINTIFF CLASS' claims
5 occurred in this district. Additionally, DEFENDANTS are deemed to reside in this district under
6 1391(c) because they are subject to personal jurisdiction in the district.

7 10. Intradistrict assignment: Assignment to the San Francisco/Oakland District is
8 proper because DEFENDANTS employed members of the PLAINTIFF CLASS in Alameda
9 County.

10 **PARTIES**

11 9. PLAINTIFF is a current employee of DEFENDANTS and a citizen of California,
12 and worked and continues to work for DEFENDANTS as an Installer.

13 10. Defendant DIRECTV, LLC is a limited liability company organized and existing
14 under the laws of the state of California. Plaintiff is informed and believes, and thereon alleges,
15 that DIRECTV, LLC's corporate headquarters are located at 2260 Imperial Highway, El
16 Segundo, CA 90245.

17 11. Defendant AT&T Services, Inc. is a corporation organized and existing under the
18 laws of the state of Delaware. Plaintiff is informed and believes, and thereon alleges, that AT&T
19 Services, Inc.'s corporate headquarters are located at 208 S. Akard St., Dallas, Texas 75202.

20 12. PLAINTIFF is informed and believes that AT&T purchased DIRECTV, LLC in or
21 around May 2014. AT&T Services, Inc. is the only successor in interest and liability to all
22 DIRECTV brand entities responsible for PLAINTIFF and the aggrieved employees' employment
23 during the limitations period, including but not limited to DIRECTV Home Services, Inc.

24 13. Section 2(H) of Industrial Welfare Commission ("IWC") Wage Order Number 4-
25 2001 defines an "employer" as any "person as defined in Section 18 of the [California] Labor
26 Code, who directly or indirectly, or through an agent or any other person, employs or exercises
27 control over the wages, hours, or working conditions of any person." PLAINTIFF is informed,
28 believes, and alleges that DEFENDANTS directly, indirectly, or acting through the agency of

1 each other, employ or exercise control over the wages, hours, or working conditions of
2 PLAINTIFF and the rest of the PLAINTIFF CLASS. Furthermore, on information and belief, a
3 centralized payroll and accounting system is used to pay the wages of PLAINTIFF and all
4 members of the PLAINTIFF CLASS at all DEFENDANTS' locations in California. Specifically,
5 DEFENDANTS pay the wages and other benefits of all PLAINTIFF CLASS members and direct
6 and control, with the assistance of or through the other named DEFENDANTS, the terms and
7 conditions of all PLAINTIFF CLASS members' employment. Accordingly, DEFENDANTS are
8 deemed joint employers of PLAINTIFF and the rest of the PLAINTIFF CLASS.

9 14. DEFENDANTS are additionally deemed joint employers of PLAINTIFF and
10 members of the PLAINTIFF CLASS because: (1) DIRECTV, LLC is the entity listed on
11 PLAINTIFF and members of the PLAINTIFF CLASS' wage statements; (2) PLAINTIFF and
12 members of the PLAINTIFF CLASS' job duties are governed in part by policies and procedures
13 promulgated by AT&T; (3) PLAINTIFF drives a van and wears a uniform with the AT&T
14 insignia; and (4) PLAINTIFF and members of the PLAINTIFF CLASS take directions from and
15 are supervised by AT&T's employees.

16 15. DEFENDANTS also constitute an integrated enterprise because there is an
17 interrelation of operations, common management, centralized control of labor relations, and
18 common financial control. Specifically, PLAINTIFF is informed and believes and thereon
19 alleges that: each of the DEFENDANTS have a right to control the job duties of PLAINTIFF and
20 the PLAINTIFF CLASS; each of the DEFENDANTS share a common human resources and use
21 the same payroll services; and each of the DEFENDANTS share and control the operations that
22 instruct PLAINTIFF and members of the PLAINTIFF CLASS.

23 16. The true names and capacities of Defendants named as DOES 1-25, inclusive,
24 whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF, who
25 therefore sues such Defendants by such fictitious names. PLAINTIFF will amend this Complaint
26 to show true names and capacities when they have been determined.

27 17. At all times mentioned, DEFENDANTS, and each of them, were the agents,
28 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the

1 other and, at all pertinent times, were acting within the course and scope of their authority as such
2 agents, representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates.
3 PLAINTIFF also alleges that DEFENDANTS were, at all relevant times, the alter egos of each
4 other. All references made to DEFENDANTS herein is intended to include all of the named
5 Defendants as well as the DOE Defendants. Each of the fictitiously named DOE Defendants is
6 responsible in some manner for the occurrences alleged and proximately caused PLAINTIFF's
7 damages as well as damages of members of the PLAINTIFF CLASS.

8 **CLASS ACTION ALLEGATIONS**

9 18. PLAINTIFF brings this action on behalf of himself and all others similarly situated
10 as a class action pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3). The class that PLAINTIFF seeks
11 to represent ("PLAINTIFF CLASS") is composed of and defined as follows:

12 **All persons who worked as Installers for DEFENDANTS in California at any time**
13 **within four years prior to the initiation of this action until the present. (hereinafter the**
14 **"CLASS" or "PLAINTIFF CLASS").**

15 19. PLAINTIFF CLASS is comprised of two sub-classes, the "PIECE-RATE CLASS"
16 and the "HOURLY CLASS."

17 20. The PIECE-RATE CLASS is composed of and defined as follows:

18 **All persons who worked as Installers for DEFENDANTS in California at any time**
19 **within the four years prior to the initiation of this action until December 31, 2015 who were**
20 **paid on a piece-rate basis.**

21 21. The HOURLY CLASS is composed of and defined as follows:

22 **All persons who worked as Installers for DEFENDANTS in California at any time**
23 **within the four years prior to the initiation of this action until present who were paid on an**
24 **hourly basis.**

25 22. Members of the PLAINTIFF CLASS are so numerous that joinder of all members
26 would be unfeasible and impracticable. The membership of each class is greater than 100
27 individuals, but the identity of such membership is readily ascertainable via inspection of the
28 personnel records and other documents maintained by DEFENDANTS.

1 23. There are common questions of law and fact as to members of the PLAINTIFF
2 CLASS which predominate over questions affecting only individual members, including, without
3 limitation:

4 A. Whether DEFENDANTS denied PLAINTIFF and the PLAINTIFF CLASS
5 all of the wages, including minimum and overtime wages, to which they were entitled pursuant to
6 the California Labor Code, the California Industrial Welfare Commission's ("IWC") Wage
7 Orders, and all other applicable Employment Laws and Regulations;

8 B. Whether DEFENDANTS failed to provide PLAINTIFF and members of
9 the PLAINTIFF CLASS with meal and rest periods as required by law;

10 C. Whether DEFENDANTS failed to provide PLAINTIFF and members of
11 the PLAINTIFF CLASS with accurate itemized statements;

12 D. Whether DEFENDANTS owe PLAINTIFF and the PLAINTIFF CLASS
13 waiting time penalties pursuant to California Labor Code § 203;

14 E. Whether DEFENDANTS engaged in unfair business practices under §
15 17200 of the California Business and Professions Code; and

16 F. The effect upon and the extent of damages suffered by members of the
17 PLAINTIFF CLASS and the appropriate amount of compensation.

18 24. The claims PLAINTIFF pleads as class action claims are typical of the claims of
19 all members of the PLAINTIFF CLASS as they arise out of the same course of conduct and are
20 predicated on the same violation(s) of the law. PLAINTIFF, as a representative party, will fairly
21 and adequately protect the interests of the class by vigorously pursuing this suit through his
22 attorneys who are skilled and experienced in handling matters of this type.

23 25. The nature of this action and the nature of the laws available to the PLAINTIFF
24 CLASS make use of the class action format, a particularly efficient and appropriate procedure to
25 afford relief to members of the PLAINTIFF CLASS. Further, this case involves a corporate
26 employer and a large number of individual employees possessing claims with common issues of
27 law and fact. If each employee were required to file an individual lawsuit, the corporate
28 Defendants would necessarily gain an unconscionable advantage since they would be able to

1 exploit and overwhelm the limited resources of each individual Plaintiff with their vastly superior
2 financial and legal resources. Requiring each class member to pursue an individual remedy
3 would also discourage the assertion of lawful claims by employees who would be disinclined to
4 pursue an action against their present and/or former employer for an appreciable and justifiable
5 fear of retaliation and permanent damage to their careers at present and/or subsequent
6 employment. Proof of a common business practice or factual pattern, of which the named
7 PLAINTIFF experienced, is representative of the PLAINTIFF CLASS and will establish the right
8 of each of the members of the PLAINTIFF CLASS to recovery on these alleged claims.

9 26. The prosecution of separate actions by the individual members of the PLAINTIFF
10 CLASS, even if possible, would create: (a) a substantial risk of inconvenient or varying verdicts
11 or adjudications with respect to the individual members of the PLAINTIFF CLASS against the
12 DEFENDANTS; and/or (b) legal determinations with respect to the individual members of the
13 PLAINTIFF CLASS which would, as a practical matter, be dispositive of the other class
14 members' claims who are not parties to the adjudications and/or would substantially impair or
15 impede the ability of class members to protect their interests. Further, the claims of the individual
16 members of the PLAINTIFF CLASS are not sufficiently large to warrant vigorous individual
17 prosecution considering all of the associated concomitant costs and expenses. PLAINTIFF is
18 unaware of any difficulties that are likely to be encountered in the management of this action that
19 would preclude its maintenance as a class action.

20 **FACTS COMMON TO THE PIECE-RATE CLASS**

21 27. PLAINTIFF and members of the PIECE-RATE CLASS were employed as
22 Installers of DEFENDANTS' equipment and services in California. PLAINTIFF and members of
23 the PIECE-RATE CLASS were paid on unlawful piece-rate system.

24 28. DEFENDANTS fail to pay Installers the applicable state minimum wage for all
25 hours worked.

26 29. Until December 31, 2015, DEFENDANTS only compensated Installers on a piece-
27 rate basis for installation work. The amount of compensation depended on the services and
28 equipment provided during the installation. Thus, Installers were paid a flat-fee for installations,

1 which only varied based upon the items installed and was not at all derivative of how many hours
2 the Installer worked.

3 30. When Installers were paid pursuant to DEFENDANTS' piece-rate formula, they
4 were not compensated for any work that arose outside the actual installation, also known as non-
5 piece rate work. This included time spent traveling, in weekly meetings, filling out paperwork, or
6 maintaining the installation van. This was so even though the aforementioned activities could
7 comprise significant portions of each Installer's day, and on some days, the majority of their work
8 time. Although DEFENDANTS paid Installers a guaranteed, minimum amount of wages, the
9 guarantee did not specifically compensate Installers for non-piece rate work on days when their
10 piece-rate earnings exceeded the guarantee. Thus, even with the guarantee, DEFENDANTS
11 failed to pay drivers the applicable minimum wage for all hours worked.

12 31. DEFENDANTS did not compensate Installers for non-piece rate work even
13 though they were under the employer's control and were not free to perform non-work related
14 activities. Even though DEFENDANTS refused to compensate Installers for much of the work
15 Installers performed during the workday, Installers were still required to perform tasks that
16 benefit the employer.

17 32. Until December 31, 2015, DEFENDANTS failed to give PLAINTIFF and
18 members of the PIECE-RATE CLASS rest periods in accordance with California law and failed
19 to compensate them for the legally deficient rest periods. Employees paid on a piece-rate system
20 must also be separately compensated for rest periods, which DEFENDANTS failed to do. *See*
21 *Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864 (2013).

22 33. DEFENDANTS failed to provide PLAINTIFF and members of the PIECE-RATE
23 CLASS with uninterrupted, work-free 30-minute meal periods for shifts in excess of five (5)
24 hours worked and to compensate them for these missed meal periods as required by law.

25 34. Upon information and belief, DEFENDANTS did not have a policy which
26 authorized rest periods or meal periods in conformity with California law. Indeed,
27 DEFENDANTS did not inform PLAINTIFF or members of the PIECE-RATE CLASS that they
28 were entitled to meal and rest periods or that a meal period had to be taken within the first five

1 hours of the employee's shift. Moreover, DEFENDANTS dissuaded or discouraged the PIECE-
2 RATE CLASS from taking legally compliant meal and rest periods by overloading their
3 schedules with installations, making it nearly impossible for Installers to complete all assigned
4 tasks in a timely fashion and take the required meal and rest periods. Due to DEFENDANTS'
5 practice, PLAINTIFF was unable to take a timely meal period at least half of the time. Members
6 of the PIECE-RATE CLASS who did not complete all tasks assigned to them on time would face
7 criticism and discipline. Moreover, despite knowing that meal or rest periods were missed or
8 taken late, DEFENDANTS never compensated members of the PIECE-RATE CLASS with an
9 extra hour of premium pay regardless of the reason the meal or rest period was missed or taken
10 late. With respect to meal periods, DEFENDANTS did not pay the meal period premium even
11 though PLAINTIFF and members of the PIECE-RATE CLASS' time records revealed missed or
12 late meal periods.

13 35. DEFENDANTS failed to pay Installers all the overtime pay for which they are
14 entitled. DEFENDANTS calculated overtime rates for Installers by weighting and averaging the
15 mean compensation Installers received. However, because DEFENDANTS did not pay Installers
16 for the non-piece rate hours they worked and Installers usually worked between 45 and 60 hours
17 per week, DEFENDANTS failed to accurately assess how much is due in overtime wages to the
18 Installers and, thus, failed to pay installers accurate overtime wages.

19 36. Ultimately, DEFENDANTS' unlawful treatment of PLAINTIFF and the PIECE-
20 RATE CLASS resulted in savings and benefits to themselves at the expense of their employees.

21 **FACTS COMMON TO THE HOURLY CLASS**

22 37. PLAINTIFF and members of the HOURLY CLASS are employed as Installers of
23 DEFENDANTS' equipment and services in California.

24 38. Starting on January 1, 2015, DEFENDANTS began paying all Installers an hourly
25 rate. Despite changing to an hourly pay system, DEFENDANTS still fail to pay PLAINTIFF and
26 the HOURLY CLASS the applicable state minimum wage for all hours worked.

27 39. PLAINTIFF and members of the HOURLY CLASS are required to park the
28 company vans at their homes, get their assignments from their homes, leave for their first

1 assignments from their homes, and return to their homes after their final assignments.

2 PLAINTIFF and members of the HOURLY CLASS are not permitted to deter from their routes to
3 and from their homes or allow passengers in the van.

4 40. PLAINTIFF and the HOURLY CLASS must start their day by first logging into
5 the timekeeping system under “excess commute.” They then perform miscellaneous work tasks
6 such as logging into the company tablet to see their first jobs, calling their first customers,
7 notifying the ETA application of their estimated time of arrival for their first customers,
8 answering any company emails, or filling the gas tank of their company vans. The first hour of
9 “excess commute” time is uncompensated, including the time spent logging onto the company
10 tablet, getting assignments, calling the first customer, etc., despite the fact that Installers are
11 performing work during this time and are under the control of DEFENDANTS.

12 41. After PLAINTIFF and the members of the HOURLY CLASS complete their final
13 installations, they are again required to log their time as “excess commute” time. They are not
14 compensated for the first hour of “excess commute” time on their drive home.

15 42. DEFENDANTS do not compensate Installers when they are performing work
16 prior to their first installations. DEFENDANTS do not compensate Installers for the time after
17 their final installation despite the fact that Installers have severe restrictions with respect to using
18 the company vans for personal use and therefore are not free to perform non-work related
19 activities when they are en route to their homes.

20 43. Any hour that an employee is suffered or permitted to work or that the employer
21 knows or has reason to know the work is being performed by the employee, is compensable time
22 under Wage Order 4(E). Installers regularly perform work tasks during time labeled “excess
23 commute” and are uncompensated for that time.

24 44. “‘Hours Worked’ means the time during which an employee is subject to the
25 control of an employer, and includes all the time the employee is suffered or permitted to work,
26 whether or not required to do so.” Cal. Code Regs., tit. 8, § 11040, subd. 2(K). Time “subject to
27 the control of an employer” is compensable, regardless of whether the employee is “suffered or
28 permitted to work.”

1 45. DEFENDANTS often fail to provide PLAINTIFF and members of the HOURLY
2 CLASS with uninterrupted, work-free 30-minute meal periods for shifts in excess of five (5)
3 hours worked and to compensate them for these missed meal periods as required by law.
4 DEFENDANTS failed to inform PLAINTIFF and members of the HOURLY CLASS that they
5 are required to take meal periods within five hours worked.

6 46. DEFENDANTS dissuade or discourage the HOURLY CLASS from taking legally
7 compliant meal periods by overloading their schedules, making it nearly impossible for Installers
8 to complete all assigned tasks in a timely fashion and take the required meal periods within the
9 first five hours worked. Specifically, DEFENDANTS often assign multiple hour morning
10 trainings or “huddles,” or stack installations back to back. Due to DEFENDANTS’ practice,
11 PLAINTIFF is unable to take timely meal breaks at least once per week, including on October 11,
12 2016 and October 4, 2016. PLAINTIFF and members of the HOURLY CLASS who did not
13 complete all tasks assigned to them on time face criticism and discipline. Moreover, despite
14 knowing that meal periods are missed or taken late, DEFENDANTS never compensate members
15 of the HOURLY CLASS with an extra hour of premium pay regardless of the reason the meal or
16 rest period was missed or taken late. With respect to meal periods, DEFENDANTS do not pay
17 the meal period premium even though PLAINTIFF and members of the PIECE-RATE CLASS’
18 time records revealed missed or late meal periods.

19 47. “[California] Labor Code section 512 requires a first meal period no later than the
20 end of an employee’s fifth hour of work.” *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.
21 4th 1004, 1041(2012). DEFENDANTS do not, as a matter practice, allow HOURLY CLASS
22 members to take their lawful meal periods within the required time period.

23 48. DEFENDANTS fail to pay PLAINTIFF and members of the HOURLY CLASS
24 all the overtime pay for which they are entitled. DEFENDANTS require Installers to log time
25 spent in employee trainings, or “huddles,” as “uptraining.” “Uptraining” is not factored into
26 Installers’ total daily or weekly hours worked for purposes of computing overtime pay. Thus
27 PLAINTIFF or members of the HOURLY CLASS are not paid overtime hours if they accrue
28 more than eight hours of work per day, or 40 hours of work per week, due to their “uptraining”

1 hours. Moreover, to the extent any unpaid time (as described above) constitutes overtime,
2 DEFEDANTS fail to pay all overtime wages earned by the HOURLY CLASS.

3 49. Ultimately, DEFENDANTS’ unlawful treatment of PLAINTIFF and the
4 HOURLY CLASS resulted in savings and benefits to themselves at the expense of their
5 employees.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY FOR ALL HOURS WORKED AND MINIMUM WAGE**

8 **VIOLATIONS**

9 **(LABOR CODE SECTIONS 1194, 1194.2 and 1197)**

10 By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly
11 situated members of the PLAINTIFF CLASS, including the PIECE-RATE CLASS and
12 the HOURLY CLASS, against DEFENDANTS.

13 9. PLAINTIFF re-alleges and incorporates, by reference, as though fully set forth, the
14 allegations contained in the paragraphs set forth above.

15 10. PLAINTIFF brings this action to recover unpaid compensation for all hours
16 worked, defined by the applicable IWC Wage Order as the time during which an employee is
17 subject to the control of the employer, including all the time the employee is suffered or permitted
18 to work, whether or not required to do so.

19 11. DEFENDANTS failed to compensate PLAINTIFF and the PIECE-RATE CLASS
20 for labor performed in excess of 40 hours in a week. DEFENDANTS’ conduct violates, inter
21 alia, Labor Code sections 1194, 1194.2 and 1197.

22 12. California law prescribes that it is an automatic minimum wage violation when an
23 employee works but is not compensated for each and every hour worked. *See Armenta v.*
24 *Osmose, Inc*, 215 Cal. App. 4th 314, 323-324 (2005). In *Gonzalez v. Downtown L.A. Motors*, 215
25 Cal. App. 4th 36, 49-50 (2014), the court held that employees paid on a piece-rate system must be
26 separately compensated for non-piece work in order to comply with California’s minimum wage
27 statutes. Averaging wages over the workweek to meet minimum wage obligations is not
28 permitted under the California Labor Code.

1 13. Additionally, DEFENDANTS failed to compensate PLAINTIFF and members of
2 the HOURLY CLASS for work performed during “excess commute” time and for time under the
3 control of DEFENDANTS commuting to and from PLAINTIFF and members of the HOURLY
4 CLASS’ homes.

5 14. Time “subject to the control of an employer” is compensable, regardless of whether
6 the employee is “suffered or permitted to work.” *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575,
7 582 (2000) .

8 15. PLAINTIFF is informed and believes, and thereon alleges that the failure of
9 DEFENDANTS to fully compensate PLAINTIFF and the PLAINTIFF CLASS for all wages
10 earned was willful, purposeful, and unlawful and done in accordance with the policies and
11 practices of DEFENDANTS’ operations. DEFENDANTS knew or should have known that
12 PLAINTIFF and the PLAINTIFF CLASS were working these hours.

13 16. As a proximate cause of the aforementioned violations, PLAINTIFF and the
14 PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial, but in
15 an amount in excess of the jurisdictional minimum of this Court. PLAINTIFF and the
16 PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed, plus interest on
17 that amount and liquidated damages pursuant to Labor Code section 1194.2. PLAINTIFF and the
18 PLAINTIFF CLASS are also entitled to recover reasonable attorney fees and costs of suit
19 pursuant to Labor Code section 1194.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME COMPENSATION**

22 **(CALIFORNIA LABOR CODE SECTION 1194)**

23 By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly
24 situated members of the PLAINTIFF CLASS, including PIECE-RATE CLASS and
25 HOURLY CLASS, against DEFENDANTS.

26 17. PLAINTIFF re-alleges and incorporates, by reference, as though fully set forth, the
27 allegations contained in each of the preceding paragraphs.

1 18. DEFENDANTS require PLAINTIFF and members of the PLAINTIFF CLASS to
2 work more than eight (8) hours per day, twelve (12) hours per day, and/or forty (40) hours per
3 week.

4 19. DEFENDANTS fail to fully compensate PLAINTIFF and members of the
5 PLAINTIFF CLASS for all wages earned, including overtime wages. DEFENDANTS fail to pay
6 Installers all the overtime pay for which they are entitled.

7 20. For the PIECE-RATE CLASS, DEFENDANTS calculated overtime rates for
8 Installers by weighing and averaging the mean compensation Installers receive. However,
9 because DEFENDANTS did not pay Installers for the non-piece rate hours they work and
10 Installers usually worked between 45 and 60 hours per week, DEFENDANTS failed to accurately
11 assess how much was due in overtime wages to the Installers and, thus, failed to pay Installers
12 accurate overtime wages.

13 21. For the HOURLY CLASS, DEFENDANTS require Installers to log time spent in
14 employee trainings, or “huddles,” as “uptraining.” “Uptraining” is not factored into Installers’
15 total daily or weekly hours worked for purposes of computing overtime pay. Thus PLAINTIFF or
16 members of the HOURLY CLASS are not paid overtime hours if they accrue more than eight
17 hours of work per day, or 40 hours of work per week, due to their “uptraining” hours. Moreover,
18 to the extent any unpaid time (as described above) constitutes overtime, DEFEDANTS fail to pay
19 all overtime wages earned by the HOURLY CLASS.

20 22. PLAINTIFF is informed and believes, and thereon alleges that the failure of
21 DEFENDANTS to fully compensate PLAINTIFF and the PLAINTIFF CLASS for all wages
22 earned and overtime work was willful, purposeful, and unlawful and done in accordance with the
23 policies and practices of DEFENDANTS’ operations.

24 23. As a proximate cause of the aforementioned violations, PLAINTIFF and the
25 PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial, but in
26 an amount in excess of the jurisdictional minimum of this Court. PLAINTIFF and the
27 PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed, penalties,
28 including penalties available pursuant to California Labor Code Section 558, plus interest,

1 reasonable attorney fees and costs of suit according to the mandate of California Labor Code, §
2 1194, et. seq.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PAY MEAL PERIOD COMPENSATION**

5 **(CALIFORNIA LABOR CODE SECTIONS 226.7 AND 512)**

6 By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly
7 situated members of the PLAINTIFF CLASS, including the PIECE-RATE CLASS and
8 the HOURLY CLASS, against DEFENDANTS.

9 24. PLAINTIFF re-alleges and incorporates, by reference, as though fully set forth, the
10 allegations contained in the paragraphs set forth above.

11 25. DEFENDANTS fail to provide PLAINTIFF and members of the PLAINTIFF
12 CLASS with uninterrupted, work-free 30-minute meal periods for shifts in excess of five (5)
13 hours worked and to compensate them for these missed meal periods as required by law.

14 26. PLAINTIFF is informed and believes, and thereon alleges that the failure of
15 DEFENDANTS to provide meal periods and to compensate PLAINTIFF and the PLAINTIFF
16 CLASS for these missed meal periods was willful, purposeful, and unlawful and done in
17 accordance with the policies and practices of DEFENDANTS' operations.

18 27. As a proximate cause of the aforementioned violations, PLAINTIFF and members
19 of the PLAINTIFF CLASS have been damaged in an amount according to proof at time of trial,
20 but in an amount in excess of the jurisdictional minimum of this Court. PLAINTIFF and the
21 PLAINTIFF CLASS are entitled to recover the unpaid balance of wages owed, penalties,
22 including penalties available pursuant to California Labor Code Sections 226, 226.7 and 558, plus
23 interest, reasonable attorneys' fees and costs of suit according to the mandate of California Labor
24 Code, §§ 218.5 and 1194, et. seq.

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FOURTH CAUSE OF ACTION

FAILURE TO PAY REST PERIOD COMPENSATION

(CAL. LABOR CODE § 226.7 & CAL. CODE REGS., TIT. 8, § 11040, subd. 12(A))

By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly situated members of the PIECE-RATE CLASS against DEFENDANTS.

28. PLAINTIFF re-alleges and incorporates, by reference, as though fully set forth, the allegations contained in the paragraphs set forth above.

29. DEFENDANTS, throughout PLAINTIFF’s employment with DEFENDANTS and until December 31, 2015, failed to give PLAINTIFF and the members of the PIECE-RATE CLASS rest periods as required by law and failed to compensate them for missed rest periods. DEFENDANTS did not provide rest periods in accordance with California law. Employees paid on a piece-rate system must also be separately compensated for rest periods, which DEFENDANTS failed to do. *See Bluford v. Safeway Stores, Inc.*, 216 Cal.App.4th 864 (2013). PLAINTIFF is informed and believes, and thereon alleges that the failure of DEFENDANTS to provide rest periods and to compensate PLAINTIFF and the PIECE-RATE CLASS for these non-compliant rest periods was willful, purposeful, and unlawful and done in accordance with the policies and practices of DEFENDANTS’ operations.

30. As a proximate cause of the aforementioned violations, PLAINTIFF and members of the PIECE-RATE CLASS have been damaged in *an amount according to proof at time of trial*, but in an amount in excess of the jurisdictional minimum of this Court. PLAINTIFF and the PIECE-RATE CLASS are entitled to recover the unpaid balance of wages owed, penalties, including penalties available pursuant to California Labor Code Sections 226, 226.7 and 558, plus interest, reasonable attorneys’ fees and costs of suit according to the mandate of California Labor Code, §§ 218.5 and 1194, et. seq.

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FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(CALIFORNIA LABOR CODE § 203)

By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

31. PLAINTIFF re-alleges and incorporates, by reference, as though fully set forth, the allegations contained in the paragraphs set forth above.

32. Pursuant to California Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of the discharge are due and payable immediately.

Pursuant to California Labor Code § 202, if an employee quits his or her employment, the wages earned and unpaid at the time of the discharge are due and payable within seventy-two (72) hours of the resignation.

33. Members of the PLAINTIFF CLASS were either terminated by DEFENDANTS or have resigned from their employment with DEFENDANTS. To this day, members of the PLAINTIFF CLASS have not received the wages and other compensation they rightfully earned.

34. DEFENDANTS and each of them, willfully refused and continue to refuse to pay members of the PLAINTIFF CLASS all wages earned, including overtime compensation, in a timely manner, as required by California Labor Code § 203. PLAINTIFF therefore requests restitution and penalties as provided by California Labor Code § 203.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS

(CALIFORNIA LABOR CODE § 226)

By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly situated members of the PLAINTIFF CLASS against DEFENDANTS.

35. PLAINTIFF re-alleges and incorporates, by reference, as though fully set forth, the allegations contained in the paragraphs set forth above.

36. DEFENDANTS failed to provide PLAINTIFF and members of the PLAINTIFF CLASS with accurate itemized statements as required by Cal. Labor Code § 226. The itemized

1 statements do not show the correct total gross wages earned, the correct net wages earned, or
2 correct hours worked, among other deficiencies.

3 37. PLAINTIFF and the PLAINTIFF CLASS have been injured by DEFENDANTS'
4 intentional failure to provide accurate itemized statements in that PLAINTIFF and the
5 PLAINTIFF CLASS will be required to spend more time and greater expense reconstructing their
6 hours worked to determine the wages owed.

7 38. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
8 knowingly and intentionally provided inaccurate and incomplete payroll records. As a result,
9 PLAINTIFF and members of the PLAINTIFF CLASS are entitled to recover the greater of all
10 actual damages and are also entitled to an award of costs and reasonable attorneys' fees.

11 **SEVENTH CAUSE OF ACTION**

12 **UNFAIR BUSINESS PRACTICES**

13 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.)**

14 By PLAINTIFF in his individual capacity and in his capacity as representative of all similarly
15 situated members of the PLAINTIFF CLASS against DEFENDANTS.

16 39. PLAINTIFF re-alleges and incorporates, by reference, as though fully set forth, the
17 allegations contained in the paragraphs set forth above.

18 40. DEFENDANTS' violations of the Employment Laws and Regulations, as alleged
19 herein, include, among other things: (1) DEFENDANTS' failure and refusal to pay all wages,
20 including overtime and minimum wages, earned by PLAINTIFF and the PLAINTIFF CLASS
21 pursuant to DEFENDANTS' illegal pay practices described above; and (2) DEFENDANTS'
22 willful and deliberate failure to provide meal and rest periods as required by law or pay
23 compensation in lieu thereof. The aforementioned violations constitute unfair business practices
24 in violation of the Unfair Competition Law, California Business & Professions Code Section
25 17200, et seq.

26 41. As a result of DEFENDANTS' unfair business practices, DEFENDANTS have
27 reaped unfair benefits and illegal profits at the expense of PLAINTIFF, the PLAINTIFF CLASS
28

1 and members of the public. DEFENDANTS should be compelled to restore such monies to
2 PLAINTIFF and the PLAINTIFF CLASS.

3 42. DEFENDANTS' unfair business practices entitle PLAINTIFF and the
4 PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but not
5 limited to, orders that the DEFENDANTS account for and restore to PLAINTIFF and the
6 PLAINTIFF CLASS the compensation unlawfully withheld from them.

7
8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, PLAINTIFF prays for relief as follows:

- 10 1. That the Court determine that this action may be maintained as a class action;
- 11 2. For general and compensatory damages, according to proof;
- 12 3. For restitution of all monies due to PLAINTIFF and the PLAINTIFF CLASS and
13 disgorgement of profits from the unlawful business practices of DEFENDANTS;
- 14 4. For waiting time penalties pursuant to California Labor Code Section 203;
- 15 5. For statutory penalties pursuant to California Labor Code §§ 226, liquidated
16 damages pursuant to California Labor Code § 1994, and all other applicable Labor Code and/or
17 Employment Laws and Regulations;
- 18 6. For interest accrued to date;
- 19 7. For costs of the suit incurred herein;
- 20 8. For attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 226, and
21 1194 as well as Code of Civil Procedure 1021.5; and

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9. For such other and further relief that the Court may deem just and proper.

Dated: October 14, 2016

ALEXANDER KRAKOW + GLICK, LLP

By: /s/Michael Morrison
Michael S. Morrison
Attorney for Plaintiff
JOSHUA COBB
individually and on behalf of all others similarly
situated

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DEMAND FOR JURY TRIAL

PLAINTIFF and members of the PLAINTIFF CLASS further request a trial by jury on all issues so triable.

Dated: October 14, 2016

ALEXANDER KRAKOW + GLICK, LLP

By: /s/Michael Morrison
Michael S. Morrison
Attorney for Plaintiff
JOSHUA COBB
individually and on behalf of all others similarly situated

CIVIL COVER SHEET

JS 44 (Rev. 11/04)

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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Joshua Cobb, as an individual, on behalf of himself and all other similarly situated

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

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

Michael S. Morrison Tel: 310-394-0888
Alexander Krakow + Glick,
401 Wilshire Blvd., Suite 1000
Santa Monica, California 90401

DEFENDANTS

DIRECTV, LLC; AT&T Services, Inc.; and DOES 1-25, Inclusive

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 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	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habens Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C., § 1332(A) § 1367, § 1391(b)(1) and (2), § 1391(c)

Brief description of cause:
 Cal. Lab. Code §§ 203, 216, 226, 226.7, 512, 1194, 1194.2, 1197 et seq., Cal. Bus. & Prof. Code § 17200, et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
 10/14/16

SIGNATURE OF ATTORNEY OF RECORD

Michael Morrison

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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.C.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; 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 clerks 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 seven 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.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

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 dollar amount (in thousands of dollars) 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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Against DirecTV, AT&T Alleges Wage Violations](#)
