

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

Eric Holmes

**On behalf of Himself and
all others similarly situated**

Plaintiffs

v.

Case No. 16-cv-821

**Sid's Sealants, LLC
Sid Arthur**

Defendants.

COMPLAINT

Plaintiffs, by their attorneys, for their Complaint against Defendants state as follows:

1. This is a collective action under the Fair Labor Standards Act, and an individual action under Wisconsin law by Plaintiffs, current and former employees of Defendant Sid's Sealants, LLC ("Sid's Sealant"), to seek redress for Sid's Sealant's failure to pay them overtime pay, and failure to count some of their work time as hours worked. Named Plaintiff Holmes also bring individual claims under Wisconsin law for prevailing wage violations.

JURISDICTION AND VENUE

2. This court has subject matter jurisdiction under 29 USC §216(b) and 28 U.S.C. §1331 because Plaintiff alleges violations of the FLSA, 29 U.S.C. §201 et seq.

3. This Court has supplemental jurisdiction over the Plaintiff's claims brought under Wisconsin law pursuant to 28 U.S.C. §1367 because they are based upon the same nucleus of operative facts, and therefore form the same case or controversy as their FLSA claims.

4. This Court has personal jurisdiction over the Defendant because the Defendant performed a substantial amount of work in this district, and some of the Plaintiffs' claims arose from the Defendant's performance of work in, and therefore contacts with this district.

5. Venue is proper in this district pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to the claims described herein occurred in this district.

THE PARTIES

6. Plaintiffs are adult residents of the State of Wisconsin who were employed by Sid's Sealant during the time period on or after December 12th, 2013. A copy of the FLSA and Wisconsin prevailing wage consents signed by Named Plaintiff Holmes is attached to this complaint.

7. Defendant Sid's Sealant is a Wisconsin limited liability corporation with a principal place of business located at Fredonia, Wisconsin. Co-Defendant Sid Arthur is the owner and principal officer in charge of Sid's Sealant.

8. Sid's Sealant is an employer within the meaning of Wis. Stat. §109.03(1). Sid's Sealant is also an employer engaged in interstate commerce within the meaning of the FLSA, 29 U.S.C. §203, by, for example, purchasing equipment, materials, and other supplies that were directly or indirectly produced outside Wisconsin; and by performing work outside the State of Wisconsin. At all relevant times, Sid's Sealant has had annual gross volume of business at or above \$1,000,000.

9. Co-Defendant Sid Arthur is a co-employer of the Plaintiffs within the meaning of the Fair Labor Standards Act given that he exercises ultimate supervisory authority over the Plaintiffs' day to day work, and given that he either designed, or had ultimate authority over the time and payroll practices of Sid's Sealant that violate the Fair Labor Standards Act. Even though Arthur resides in the Eastern District of Wisconsin, the Western District of Wisconsin is an appropriate venue for this lawsuit pursuant to 28 U.S.C. §1391(b)(1) given that Sid's Sealant resides in this District, while both Defendants reside in Wisconsin.

FACTS

10. During the time period covered by this lawsuit, the Plaintiffs were hourly employees of Sid's Sealant. Sid's Sealant with Sid Arthur's ultimate approval set a wage rate for each of its employees.

11. When the Plaintiffs worked more than 40 hours per week that were acknowledged as hours worked by Sid's Sealant, the Plaintiffs would receive total compensation equal to, at most, their established hourly rate multiplied by their hours worked for the workweek, and without any cash overtime premium compensation.

12. Plaintiff Holmes frequently worked as an insulator or a caulker on projects covered by Wisconsin prevailing wage laws. Even though the prevailing wage determinations for the County and/or the project often required paying a higher total package of hourly compensation for insulators and/or caulkers, Holmes was always paid at his regular established hourly wage rate for his work on the prevailing wage projects, and without receiving any bona fide fringe benefits.

13. When Holmes worked more than 10 hours per day, or more than 40 hours per week on prevailing wage projects, he still received at most his regular straight time wage rate for his overtime hours worked, and without any overtime premium pay.

14. In addition to failing to pay the Plaintiffs correctly for all of their hours worked that it acknowledges, Sid's Sealant also under-counted the number of hours worked by the Plaintiffs. In the morning the Plaintiffs were required to either report to the company shop, or to another meeting place, so that they could receive their work assignments for the day. Plaintiffs had no way of learning their work assignments without reporting to the meeting place designated by Sid's Sealant.

15. If the Plaintiffs were required to meet at the company shop to learn their work assignment, they may also be required to assist in loading the company truck with materials and supplies that would be needed for their work throughout the workday.

16. After the Plaintiffs met at their designated meeting place, received their work assignment for the day, and helped to load the company truck, they would then drive in the company truck to the first jobsite for the day. Sid's Sealant did not count as hours worked time spent by the Plaintiffs receiving their work assignments, helping to load the company truck, or their subsequent drives to the first jobsite for the day.

17. At the end of the workday the Plaintiffs often drove from their last jobsite back to the company shop to perform work such as emptying out trailers, disposing of barrels, and moving other materials in the company shop. Sid's Sealant never counted as hours worked time spent by the Plaintiffs driving from the jobsite back to the shop, and then performing work at the shop at the end of their workdays.

18. The Plaintiffs sometimes worked at jobsites located in other states, so that when taking into account the length of their workdays it would have been either actually impossible, or as a practical matter impossible for them to commute home on a nightly basis. When the Plaintiffs worked at these job locations located away from their home communities, either Sid Arthur or his representative/supervisor on the work crew would tell the Plaintiffs that they had to stay near the job locations away from their home communities until the job was completed.

19. Because the Plaintiffs would often work 10 hours or more per day during the middle of the workweek while working at job locations away from their home communities, and would use the workdays at either end of the workweek to travel to and from the job locations away from their home communities, the Plaintiffs' travel time during either end of the workweek often occurred during hours of the day when they worked at the jobsite during the middle of the workweek.

20. The Plaintiffs also sometimes drove between one jobsite located away from their home communities and a second jobsite, during hours when they worked at a jobsite during other workdays during the same workweek.

21. Sid's Sealant never counted as hours worked time spent by the Plaintiffs either driving back from the jobsites located away from their home communities to their home communities, or driving between a jobsite located away from their home communities and another jobsite.

22. Upon information and belief Sid's Sealant did not always count as hours worked all of the time spent by the Plaintiffs driving from their home communities to jobsites located away from their home communities.

23. The Plaintiffs sometimes worked at one jobsite, drove between two jobsites, and worked on the second jobsite on the same day that they drove between the two jobsites.

24. Sid's Sealant did not count as hours worked time spent by the Plaintiffs driving between two jobsites, when they performed work at both jobsites on the day of the drive.

25. Plaintiff Holmes authorized, and Sid's Sealant deducted from Holmes' paychecks child support payments that Holmes was obligated to pay.

26. Instead of forwarding the deducted wages to meet Holmes' child support obligations, Sid's Sealant instead retained the deducted monies to be used by itself, so that Holmes was never credited with the child support payments deducted from his wages.

COLLECTIVE ACTION ALLEGATIONS

27. Named Plaintiff brings his First Claim for Relief, pursuant to the Fair Labor Standards Act, on his own behalf and on behalf of all other similarly situated Plaintiffs who were not paid the correct amount of overtime pay because of Sid's Sealant's uniform policies of (1) Failing to pay overtime pay for hours worked over 40 per week; (2) failing to always count as hours worked time spent receiving work assignments, loading company trucks, and riding to jobsites after receiving work assignments and/or loading company trucks; (3) failing to count as hours worked time spent working in the company shop at the end of the workday, and driving from the jobsite to the company shop in advance of working at the company shop; (4) failing to count as hours worked time spent driving between two jobsites, when the Plaintiffs worked at both jobsites on the day of the drive; and (5) failing to count as hours worked time spent by the Plaintiffs traveling to and from jobsites located away from their home communities, which occurred during the Plaintiffs' regular working hours.

28. The First Claim for Relief for violations of the FLSA may be brought and maintained as an “opt-in” collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of the FLSA Class that are similarly situated to the Named Plaintiffs and have claims that are similar to their first claim for relief.

29. The claims of the Named Plaintiffs are representative of the claims of members of the FLSA Class in that all members of the class were hourly paid employees of Sid’s Sealant, and were deprived of overtime pay as a result of uniform policies and practices of Sid’s Sealant in undercounting their hours worked, and failing to pay them overtime premium pay.

CLASS ALLEGATIONS

30. Named Plaintiffs seek to represent a class of all employees of the Defendant who fall within the following class description, pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All jobsite employees employed by the Defendants in the State of Wisconsin who, on or after December 12th , 2014, did not receive overtime pay for hours worked over 40 during the workweek, or did not have their time spent performing work including receiving work assignments, loading trucks, working in the shop, traveling in between performing principal activities, or traveling away from their home communities counted as hours worked and/or paid.

31. The persons in the class identified above are so numerous that joinder of all members is impracticable. Upon information and belief, the proposed class includes 30-40 individuals who are at a minimum widely scattered in the State of Wisconsin; and may have relocated to other states.

32. There are questions of law and fact common to the Wisconsin Unpaid Wage Class (Rule 23 Class) that predominate over any questions solely affecting individual members of the class, including, but not limited to:

- (a). Whether they must receive overtime pay for hours worked over 40 per week;
- (b). Whether their work of receiving work assignments, loading company trucks, and cleaning up the company job are sufficiently indispensable to their performance of principal activities to themselves constitute the performance of principal activities;
- (c). Whether their travel time in between performing principal activities must constitute hours worked under Wisconsin law;
- (d). Whether their travel time to and from jobsites located away from their home communities must constitute hours worked under Wisconsin law;
- (e). Appropriate damages under Wisconsin law for hours that Sid's Sealant should have, but failed to count as hours worked;
- (f). Appropriate methodology for estimating the Plaintiffs' damages as a matter of fair inference once Sid's failure to maintain records required by Wisconsin law is taken into account.

33. Named Plaintiff's claims are typical of those of the Wisconsin Unpaid Wage Class. Named Plaintiff, like other Wisconsin Unpaid Wage Class members, was subjected to Sid's Sealant's uniform policies of never paying employees overtime premium pay, never having employees' principal activities performed away from the jobsite counted as hours worked, and failing to count as hours worked all hours spent by the Plaintiffs either traveling within their workday, or traveling away from their home communities.

34. Named Plaintiff will fairly and adequately protect the interests of the Wisconsin Unpaid Wage Class and has retained counsel experienced in complex wage and hour litigation.

35. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Defendant's common and uniform policies and practices denied the Wisconsin Unpaid Wage Class wages for work performed to which they are entitled. The damages suffered by the individual Wisconsin Unpaid Wage Class members are small compared

to the expense and burden of individual prosecution of this litigation. In addition, class certification is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendant's pay practices.

36. Class certification of the First Claim for Relief is appropriate under Fed. R. Civ. P. 23(b)(3), because questions of law and fact common to the Wisconsin Unpaid Wage Class predominate over any questions affecting only individual members of the Wisconsin Unpaid Wage Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

Count I. Claim Under the Fair Labor Standards Act.

37. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1- 36 of the Complaint.

38. Sid's Sealant was required by the FLSA to, but failed to pay to the Plaintiffs overtime pay equal to at least 1.5 times their straight time wage rate, for their hours worked over 40 hours per workweek.

39. Sid's Sealant was required by the FLSA to count as hours worked time spent by the Plaintiffs receiving work assignments at a location designated by Sid's Sealant, loading company trucks with materials and supplies, traveling to the jobsite after receiving their work assignments and/or helping load company trucks with materials and supplies, performing work at the shop at the end of the workdays, and travelling from the jobsite to the shop on days when they then performed work at the shop.

40. Sid's Sealant was additionally required by the FLSA to count as hours worked time spent by the Plaintiffs traveling to and from jobsites away from their home communities during their regular working hours.

41. Sid's Sealant was additionally required by the FLSA to count as hours worked time spent by the Plaintiffs travelling between two jobsites, when they performed work at both jobsites on the day of travel.

42. Each Plaintiff would have additional hours worked over 40 hours per week, and would have been entitled to additional overtime pay, had Sid's Sealant counted as hours worked their work time described in paragraphs 39-41 of the Complaint.

43. To the extent discounting from wages child support payments that Sid's Sealant deducted from the paychecks of Named Plaintiff Holmes, which it then failed to remit to the appropriate recipient of the child support payments resulted in Holmes receiving wages lower than \$7.25 per hour on average for the pay period, Holmes' statutory right to receive pay of at least the minimum wage has been violated.

44. Since both Sid's Sealant and Sid Arthur were the employers of the Plaintiffs, the two defendants are jointly and severally liable to the Plaintiffs for all minimum wage and overtime pay that they should have received, had the Defendants' uniform policies complied with the FLSA.

45. Since the Defendants did not have any, let alone reasonable grounds for believing that it was in compliance with the FLSA, the plaintiffs are entitled to 100% liquidated damages for all overtime pay that the Defendants owe to them. The Plaintiffs are also entitled to

application of the three year statute of limitations for the Defendants' willful violations of the FLSA.

46. The plaintiffs are additionally entitled to their reasonable attorneys fees and costs of bringing their FLSA claims against Sid's Sealant.

Count II. Claims under Wisconsin Wage and Hour Laws.

47. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1- 46 of the Complaint.

48. The Plaintiffs' hours worked as described in paragraphs 39-41 of the Complaint equally must count as hours worked under Wisconsin law that parallel the FLSA, to the extent that the work or travel occurred within Wisconsin.

49. In addition, because Wisconsin's regulation for travel away from the home community does not limit compensable time to travel that occur during normal working hours, Plaintiffs' travel time outside normal working hours must count as hours worked to the extent it occurred in Wisconsin, and was part of a trip to or from a jobsite located away from the Plaintiffs' home communities.

50. For their additional, unpaid hours worked the Plaintiffs are entitled to straight time wages at their regular shop rates.

51. Pursuant to DWD §274.03, which is enforceable through the wage payment provisions of Wis. Stat. §109.03(1) and (5), Plaintiffs must receive overtime pay whenever they worked more than 40 hours per workweek.

52. Sid's Sealant therefore violated Wisconsin law by paying Plaintiffs straight time pay only, and without payment of overtime premium pay, for their hours worked over 40 hours per workweek.

53. Sid's Sealant additionally violated Wisconsin law by failing to pay to the Plaintiffs overtime pay for their additional hours worked over 40 per week, once their hours worked as described in paragraphs 39-41 of the Complaint are counted as hours worked.

54. For their non-prevailing overtime hours worked the Plaintiffs are entitled to overtime pay equal to 1.5 times the average straight time wage rate that they received during the workweek; except that those Plaintiffs who filed prevailing wage consent forms with the Court are entitled to non-prevailing wage overtime pay equal to 1.5 times the average straight time wage rate that they should have received during the workweek, had Sid's Sealant paid to them wages required by Wisconsin prevailing wage laws.

55. Sid's Sealant additionally violated Wis. Stat. §109.03(1) and (5) by failing to remit to the appropriate recipient wages deducted from Named Plaintiff Holmes child support payments, resulting in a failure to pay to Holmes all wages earned within 31 days of when they were earned.

56. Sid's Sealant violated Wisconsin minimum wage laws, to the extent that discounting the deducted and withheld child support payments resulted in Holmes receiving less than \$7.25 per hour during any workweek.

57. Pursuant to Wis. Stat. §109.03(5), the Named Plaintiffs are entitled to maintain a lawsuit against Sid's Sealant for all straight time and overtime wages that they are entitled to, but did not receive pursuant to Wis. Stat. §109.03 and DWD Chapter 274. In such a lawsuit they are

also entitled to receive the 50% increased damages authorized by Wis. Stat. §109.11(2)(b), along with their reasonable attorneys fees and costs of prosecuting their claims as authorized by Wis. Stat. §109.03(6).

Count III. Wisconsin Prevailing Wage Claim.

58. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1- 57 of the Complaint.

59. Sid's Sealant was required to pay the Plaintiffs, including Holmes and those others who file a prevailing wage consent form with the Court, for their hours worked on prevailing wage projects at the appropriate journeyman rate for the type of work that they performed given that the Plaintiffs were not apprentices recognized by the State of Wisconsin, while Sid's Sealant was never authorized to employ subjourneypersons on Wisconsin prevailing wage projects that it worked on.

60. Sid's Sealant violated Wisconsin prevailing wage laws by paying the Plaintiffs wages at their regular rates, rather than the higher rates required by Wisconsin prevailing wage determinations, for their work on Wisconsin prevailing wage projects.

61. Sid's Sealant additionally violated Wisconsin prevailing wage laws by failing to pay to the Plaintiffs, for their hours worked on prevailing wage projects after they had already worked more than 10 hours per day or 40 hours per week, a rate no lower than 1.5 times the appropriate straight-time prevailing wage rate for their type of work performed.

62. In determining when the Plaintiffs worked more than 10 hours per day, or 40 hours per week, the Plaintiffs are entitled to have counted as hours worked all of their work time described in paragraphs 39-41 of the Complaint.

63. Sid's Sealant is required to pay to the Plaintiffs twice the amount of prevailing wages owed to them, plus their attorneys fees and costs of bringing the claim.

WHEREFORE, the Plaintiffs respectfully request the Court to enter an order that:

1. Finds that Sid's Sealants, LLC is liable to the plaintiffs for all unpaid overtime pay, 100% liquidated damages, and attorneys fees and costs arising out of the Plaintiffs' claims under the Fair Labor Standards Act;

2. Finds that Sid's Sealants, LLC is liable to the Plaintiffs for all unpaid straight time and overtime wages that they are owed under Wisconsin law, plus 50% increased damages, and their attorneys fees and costs arising out of the Plaintiffs' claims under Wisconsin law;

3. Finds that Sid's Sealant, LLC is liable to the Plaintiffs for all prevailing wages owed, plus 100% increased damages, and their attorneys fees and costs arising out of the Wisconsin prevailing wage laws;

4. Grants to the Plaintiffs such other and further relief as the Court deems just and proper.

Dated this 12th day of December, 2016.

/s/Yingtao Ho
Yingtao Ho
Jill Hartley
Attorney for Plaintiffs
The Previant Law Firm S.C.
310 West Wisconsin Avenue, Suite 100MW
Milwaukee, WI 53203
Telephone: 414-271-4500
Fax: 414/271-6308

Consent to Opt In and
Participate as a Named Plaintiff in Suit for
Violations of Fair Labor Standards Act

I, Eric Holmes, hereby consents to participate in the lawsuit against Sid's Sealant and/or its owners and managing agents. I understand that this consent will be filed simultaneously with a lawsuit against Employers to recover unpaid overtime and other compensation, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the three two years, I have worked for Employers in excess of forty (40) hours in individual work weeks, and have not received the full amount of overtime wages owed to me under the FLSA.

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Dated this 1th day of December, 2016.

Eric Holmes

CONSENT FORM

I, Eric Holmes, hereby consents to becoming a plaintiff in a lawsuit for Wisconsin prevailing wages against Sid's Sealant and/or any joint employers ("Employers"). I understand that the claims of the lawsuit will include, but may not be limited to claims that I did not receive the correct amount of straight time and overtime pay for my hours worked on prevailing wage projects. I further understand, and consent to suing Employers for double damages, as well as my actual attorneys fees and costs of prosecuting the lawsuit.

I further understand that this consent form will be filed with the court as an exhibit to the complaint.

Dated this 1th day of December, 2016.

Eric Holmes

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

Eric Holmes
On behalf of Himself and all others
similarly situated

Plaintiff(s)

v.

Sid's Sealants, LLC and Sidney N. Arthur

Defendant(s)

Civil Action No. 16-cv-821

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Sids Sealants, LLC
c/o Sidney N. Arthur, Registered Agent
1104 Niesen Road
Port Washington, WI 53074

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Yingtao Ho
The Previant Law Firm, S.C.
310 W. Wisconsin Avenue, Suite 100MW
Milwaukee, WI 53203

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 16-cv-821

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

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

Eric Holmes, on behalf of Himself and all others similarly situated

DEFENDANTS

Sid's Sealants LLC

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

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Yingtao Ho, The Previant Law Firm, S.C. 310 W. Wisconsin Avenue, Suite 100MW Milwaukee, WI 53203, 414-271-4500

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

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 - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. 201 et seq. Brief description of cause: Claim for unpaid wages under the Fair Labor Standards Act and Wisconsin law

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 12/12/2016 SIGNATURE OF ATTORNEY OF RECORD s/Yingtao Ho

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.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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sid's Sealants Plastered with Unpaid Overtime Class Action](#)
