

Zachary Mushkatel
Arizona Bar No. 023377
Mushkatel, Robbins & Becker, P.L.L.C.
15249 North 99th Avenue
Sun City, Arizona 85351
Tel: (623) 889-0691
Fax: (623) 974-4739
Email: zach@phoenixlawteam.com

Austin W. Anderson (*Application for Pro Hac Vice Forthcoming*)
Texas Bar No. 24045189
austin@a2xlaw.com

Clif Alexander (*Application for Pro Hac Vice Forthcoming*)
Texas Bar No. 24064805
clif@a2xlaw.com

Lauren E. Braddy (*Application for Pro Hac Vice Forthcoming*)
Texas Bar No. 24071993
lauren@a2xlaw.com

Anderson2X, PLLC
819 North Upper Broadway
Corpus Christi, Texas 78401
Telephone: (361) 452-1279
Fax: (361) 452-1284

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

19	CHARLES TAYLOR,	§	No.
20	Individually and on behalf of all others	§	
21	similarly situated,	§	
22	<i>Plaintiff,</i>	§	
23	vs.	§	COMPLAINT
24	REPUBLIC SERVICES, INC.,	§	
25	<i>Defendant.</i>	§	

Plaintiff Charles Taylor, individually and on behalf of all opt-in plaintiffs and others similarly situated, (“Plaintiffs”) hereby alleges as follows:

1
2 1. Plaintiff Taylor was employed as a non-exempt waste disposal driver at
3 Republic's San Antonio, Texas waste disposal facility from approximately May 1, 2013
4 until December 1, 2015. Plaintiff Taylor brings this action individually and on behalf of
5 all other similarly situated non-exempt waste disposal drivers ("Putative Class
6 Members") employed by Republic throughout the United States during the preceding
7 three years and through the final disposition of this matter.
8
9

10 2. The FLSA is designed to eliminate "labor conditions detrimental to the
11 maintenance of the minimum standard of living necessary for health, efficiency and
12 general well-being of workers." 29 U.S.C. § 202(a). To achieve its purposes, the FLSA
13 requires three things.
14

15 3. First, the FLSA requires payment of minimum wages. 29 U.S.C. § 206(a).
16 Second, the FLSA requires overtime pay for covered employers whose employees work
17 in excess of 40 hours per workweek. 29 U.S.C. 207(a). And third, the FLSA establishes
18 minimum recordkeeping requirements for covered employers. 29 U.S.C. § 211(a); 29
19 U.S.C § 516.2(a)(7); *see also Anderson v. Mt. Clemens Pottery Co.*, 380 U.S. 680 (1946).
20
21

22 4. Plaintiffs and the Putative Class Members allege that Republic failed to pay
23 the proper amount of overtime in accordance with the FLSA for the three-year period
24 preceding the filing of this complaint and through the final disposition of this matter.
25 Republic's violations are described as follows.
26

27 5. Republic violated and continues to violate the FLSA by failing to pay their
28 waste disposal drivers across the United States, including Plaintiffs and the Putative Class

1 Members, time and one-half for each hour worked in excess of 40 hours per workweek as
2 is required by the FLSA. Further, Republic has improperly calculated Plaintiffs and the
3 Putative Class Members' regular rate resulting in further miscalculation of Plaintiffs and
4 the Putative Class Members' overtime pay. Plaintiffs and the Putative Class Members
5 should have received overtime compensation at a rate not less than one and one-half
6 times their true regular rate as is required by the FLSA.
7

8
9 6. Republic violated and continues to violate the FLSA by permitting and
10 encouraging waste disposal drivers across the United States, including Plaintiffs and the
11 Putative Class Members, to perform pre-trip and post-trip work duties "off-the-clock"—
12 that is, work without pay.
13

14 7. Moreover, Republic violated and continues to violate the FLSA by
15 automatically deducting 30-minute meal periods from Plaintiffs and the Putative Class
16 Members' daily hours worked, despite knowing that Plaintiffs and the Putative Class
17 Members routinely worked (and continue to work) throughout their designated 30-minute
18 meal periods each day.
19

20 **PARTIES AND PERSONAL JURISDICTION**

21
22 8. Plaintiff Charles Taylor ("Taylor") is an individual residing in San Antonio,
23 Bexar County, Texas and worked at Republic's San Antonio, Texas facility. Plaintiff
24 Taylor's written consent to be a party plaintiff in this action is attached hereto as Exhibit
25 "A."
26
27
28

1 9. Plaintiff Salvador Arias (“Arias”) is an individual residing in Houston and
2 worked at one of Republic’s Houston, Texas facilities. Plaintiff Arias’ written consent to
3 be a party plaintiff in this action is attached hereto as Exhibit “B.”
4

5 10. Plaintiff Carlos Gallegos (“Gallegos”) is an individual residing in Corpus
6 Christi, Texas and worked at Republic’s Corpus Christi, Texas facility. Plaintiff
7 Gallegos’ written consent to be a party plaintiff in this action is attached hereto as Exhibit
8 “C.”
9

10 11. Plaintiff John Paul Johnson (“Johnson”) is an individual residing in Deer
11 Park, Texas and worked at one of Republic’s Houston, Texas facilities. Plaintiff
12 Johnson’s written consent to be a party plaintiff in this action is attached hereto as
13 Exhibit “D.”
14

15 12. Plaintiff Ronald Matthews (“Matthews”) is an individual residing in
16 Houston, Texas and worked at one of Republic’s Houston, Texas facility. Plaintiff
17 Matthews’ written consent to be a party plaintiff in this action is attached hereto as
18 Exhibit “E.”
19

20 13. Plaintiff Jonathan Naranjo (“Naranjo”) is an individual residing in Houston,
21 Texas and worked at one of Republic’s Houston, Texas facilities. Plaintiff Naranjo’s
22 written consent to be a party plaintiff in this action is attached hereto as Exhibit “F.”
23

24 14. Plaintiff John Ochoa (“Ochoa”) is an individual residing in Buda, Texas
25 and worked at Republic’s Austin, Texas facility. Plaintiff Ochoa’s written consent to be a
26 party plaintiff in this action is attached hereto as Exhibit “G.”
27
28

1 15. Plaintiff Saul Ornelas (“Ornelas”) is an individual residing in Edinburg,
2 Texas and worked at one of Republic’s Rio Grande Valley facilities. Plaintiff Ornelas’
3 written consent to be a party plaintiff in this action is attached hereto as Exhibit “H.”
4

5 16. Plaintiff Paul Moore (“Moore”) is an individual residing in Missouri City,
6 Texas and worked at one of Republic’s Houston, Texas facilities. Plaintiff Moore’s
7 written consent to be a party plaintiff in this action is attached hereto as Exhibit “I.”
8

9 17. Plaintiff Lamont Randle (“Randle”) is an individual residing in Maynard,
10 Texas, and worked at one of Republic’s Houston, Texas facilities. Plaintiff Randle’s
11 written consent to be a party plaintiff in this action is attached hereto as Exhibit “J.”
12

13 18. Plaintiff Lamar Young (“Young”) is an individual residing in Groves,
14 Texas and worked at one of Republic’s Rio Grande Valley, Texas facilities. Plaintiff
15 Young’s written consent to be a party plaintiff in this action is attached hereto as Exhibit
16 “K.”
17

18 19. Plaintiff Paul Wells (“Wells”) is an individual residing in Round Rock,
19 Texas and worked at Republic’s Austin, Texas facility. Plaintiff Wells’ written consent
20 to be a party plaintiff in this action is attached hereto as Exhibit “L.”
21

22 20. The Putative Class Members represent all of Republic’s non-exempt
23 current and former waste disposal drivers throughout the United States who performed
24 the same or similar work as Plaintiff Taylor and the opt-in plaintiffs named above, and
25 were subjected to the same or similar payment policies as Plaintiff Taylor and the opt-in
26 plaintiffs named above, during the past three years and through the final disposition of
27 this matter.
28

1 21. Defendant Republic Services, Inc. (“Republic”) is a for-profit corporation
2 incorporated in the State of Delaware. Republic’s corporate headquarters and principal
3 place of business is located in Phoenix, Arizona. Specifically, Republic’s corporate
4 headquarters are located at 18500 North Allied Way, Phoenix, Arizona 85054. Republic
5 may be served through its registered agent for service of process: **CT Corporation**
6 **System, 3800 N. Central Avenue, Suite 460, Phoenix, Arizona 85012.**
7

8 22. Republic is a covered employer under the FLSA and acted as such in
9 relation to Plaintiffs and the Putative Class Members at all relevant and material times
10 discussed herein.
11

12 23. This Court has personal jurisdiction over Republic because Republic’s
13 corporate headquarters and principal place of business is located in Phoenix, Arizona,
14 which is located in this District and Division
15

16 **SUBJECT MATTER JURISDICTION AND VENUE**
17

18 24. This Court has jurisdiction over the subject matter of this action under 29
19 U.S.C. § 216(b) and 28 U.S.C. § 1331.
20

21 25. Venue is proper in the District of Arizona, Phoenix Division, because all or
22 a substantial part of the acts, omissions and events giving rise to this action occurred in
23 the District of Arizona, Phoenix Division.
24

25 26. Specifically, and upon information and belief, personnel from Republic’s,
26 corporate and regional offices conduct management meetings by telephone with local
27 managers of Defendants’ waste disposal facilities throughout the United States.
28

1 27. Upon further information and belief, personnel from Republic's corporate
2 and regional offices make or have made periodic and routine visits to Republic's waste
3 disposal facilities throughout the United States to audit each facility's performance and
4 profitability, while also requiring that changes or corrective actions be taken following an
5 audit.
6

7 28. Upon further information and belief, personnel from Republic's corporate
8 and regional offices have ultimate management and control of payroll and payroll
9 information systems and all other database and information systems that track the
10 productivity of waste disposal drivers such as Plaintiffs and the Putative Class Members
11 throughout the United States.
12

13 29. Upon further information and belief, personnel from Republic's corporate
14 offices have ultimate management and control of the policy to automatically deduct 30
15 minutes per day for meal periods.
16

17 30. And finally, upon information and belief, Republic's corporate and regional
18 offices and the personnel located therein review and authorize the implementation,
19 changes and components of "Incentive Pay Plan" compensation for waste disposal
20 drivers such as Plaintiffs and the Putative Class Members at Republic's waste disposal
21 facilities throughout the United States.
22

23
24 **FLSA COVERAGE**

25 31. At all material times, Republic has been an employer within the meaning of
26 section 203(d) of the FLSA, which is defined to include any person acting directly or
27 indirectly in the interest of an employer in relation to an employee. 29 U.S.C. § 203(d).
28

1 32. At all material times, Republic has been an enterprise in commerce or in the
2 production of goods for commerce within the meaning of section 203(s)(1) of the FLSA
3 because Republic has had and continues to have employees engaged in interstate
4 commerce. 29 U.S.C. § 203(s)(1).
5

6 33. At all material times, Plaintiffs and the Putative Class Members are or were
7 employees who engaged in commerce or in the production of goods for commerce as
8 required by sections 206 and 207 of the FLSA. 29 U.S.C. §§ 206-207.
9

10 34. At all material times, Republic has had, and continues to have, an annual
11 gross business volume in excess of the statutory minimum of \$500,000.00. 29 U.S.C. §
12 203(s)(1).
13

14 **STATEMENT OF FACTS**

15 **Republic's Corporate Relationship**

16 35. Republic provides waste collection and disposal services to its customers
17 throughout the United States.
18

19 36. As it relates to certain allegations advanced in this complaint, an overview
20 of Republic's corporate history and structure is not only necessary but instructive.
21

22 37. Browning-Ferris Industries, Inc., commonly known to the world as BFI, has
23 operated waste disposal facilities throughout the State of Arizona and the United States
24 for many years.
25

26 38. In 1999, Allied Waste acquired BFI's waste disposal facilities throughout
27 the United States.
28

1 39. Prior to the filing of this action, Republic (including its affiliates or
2 subsidiary companies) acquired (or organized) numerous other waste disposal companies
3 doing business throughout the State of Arizona and the United States. Today, along with
4 Republic, these companies employ waste disposal drivers such as Plaintiffs and the
5 Putative Class Members and conduct waste disposal operations throughout the State of
6 Arizona and the United States.
7

8 40. Today, Republic conducts its waste disposal business throughout the United
9 States.
10

11 41. Republic and its affiliates and/or subsidiaries, hold themselves out to the
12 general public as one company—Republic Services, Inc. Prior to 2016, Republic
13 organized itself into three geographic regions in the United States: East, Central and
14 West.
15

16 42. Republic's organization allows it to provide collection, transfer, recycling
17 and landfill waste services nationwide. Republic's structure allows it to fully integrate
18 operations within each region and area, allowing for a top-down operating strategy. This
19 organization also allows Republic to minimize administrative and personnel costs by
20 collapsing and consolidating job duties into fewer managerial and administrative
21 positions. Ultimately, this structure, with fewer administration and upper management
22 personnel, allows for a more streamlined managerial decision-making.
23
24

25 43. Upon information and belief, Republic shares employees, has common
26 management, pools resources, is affiliated and operates out of the same headquarters
27 and/or regional headquarters. Republic advertises through one website, provides the same
28

1 type of service to its customers, and shares a common business model. Part of the
2 common business model is the overtime wage violations made the basis of this
3 complaint.
4

5 44. Republic, and its subsidiaries throughout the United States, have an
6 interrelation of operations, centralized control of labor relations, common control over
7 business operations, and a common business purpose to provide their customers with
8 commercial, industrial and residential waste collection services.
9

10 45. At all times relevant herein, and upon information and belief, Republic and
11 its subsidiaries were (and continue to be) joint employers and/or a single enterprise
12 within the meaning of 29 U.S.C. §§ 203(r) and 207(b), as they have an interrelation of
13 operations, common business purpose and activities, common management, common
14 control of labor relations, and common ownership and financial control.
15

16 **Plaintiffs and the Putative Class Members are (or were) Waste Disposal Drivers for**
17 **Republic**

18 46. Republic has residential, commercial, and industrial lines of business that
19 employ waste disposal drivers throughout the United States (the industrial division is also
20 known as the “roll off” division; the commercial division is also known as the “front
21 load” division).
22

23 47. Republic’s waste disposal drivers all collect, transport and dispose of waste.
24

25 48. Republic’s waste disposal drivers are or were non-exempt employees under
26 the FLSA.
27
28

1 49. Plaintiffs and the Putative Class Members are (or were) non-exempt waste
2 disposal drivers employed by Republic for the three-year period preceding the filing of
3 this complaint and through the final disposition of this matter.
4

5 50. Importantly, none of the FLSA exemptions relieving a covered employer
6 (such as Republic) of the statutory duty to pay its employees overtime at one and one-half
7 times the regular rate of pay apply to Plaintiffs or the Putative Class Members.
8

9 51. Moreover, Plaintiffs and the Putative Class Members are similarly situated
10 with respect to their job duties, their pay structure and, as set forth below, the policies of
11 Republic resulting in the complained of FLSA violations throughout the United States.
12

13 **Republic did not (and does not) pay Plaintiffs and Putative Class Members the**
14 **proper amount of overtime in accordance with the FLSA.**

15 52. Plaintiffs and the Putative Class Members were (and are) required to work
16 overtime hours when requested by Republic, and were (and are) subject to potential
17 disciplinary action for refusing to work overtime.

18 53. Plaintiffs and the Putative Class Members regularly worked (and continue
19 to work) over forty (40) hours in a workweek as non-exempt waste disposal drivers.
20

21 54. Plaintiffs and the Putative Class Members are compensated by what
22 Republic defines as “Incentive Pay Plans.” Republic’s “Incentive Pay Plans” typically
23 include combination pay of day rates, piece rates (lift rates, can pay, box pay, and/or zone
24 pay) and hourly rates.
25

26 55. Because Republic’s Incentive Pay Plans are not in compliance with any
27 recognized compensation schemes within the FLSA, and fail to compensate Plaintiffs and
28

1 the Putative Class members for all hours worked, they ultimately result in a
2 miscalculation of Plaintiff and the Putative Class Members' regular rate of pay and
3 resulting overtime compensation.
4

5 56. Republic's calculation of Plaintiffs and the Putative Class Members'
6 regular rate of pay does not comply with the FLSA.

7 57. Republic failed to pay Plaintiffs and the Putative Class Members time and
8 one-half of the regular rate for each hour worked over 40 hours in a workweek as is
9 required by the FLSA.
10

11 58. Plaintiffs and the Putative Class Members were subject to (and continue to
12 be subject to) the same or substantially similar payment scheme, as described above.
13

14 **Republic did not (and does not) compensate Plaintiffs and the Putative Class**
15 **Members for all overtime hours worked off the clock.**

16 59. As part of their job responsibilities, Plaintiffs and the Putative Class
17 members had (and continue to have) pre and post-trip responsibilities that they were (and
18 are) required to perform at the beginning and end of each assigned work shift.
19

20 60. Plaintiffs and the Putative Class Members' pre and post-trip responsibilities
21 were (and continue to be) integral and indispensable to their core job duties.
22

23 61. Plaintiffs and the Putative Class Members' pre and post-trip responsibilities
24 were (and are) not *de minimis* in nature.

25 62. Plaintiffs and the Putative Class Members from time to time performed
26 (and continue to perform) their pre and post-trip responsibilities off the clock without pay
27 in violation of the FLSA.
28

1 63. Republic knew (and knows) and at times encouraged (and continues to
2 encourage) Plaintiffs and the Putative Class Members to perform their pre and post-trip
3 responsibilities “off-the-clock” and without pay in violation of the FLSA.
4

5 64. Republic did not (and does not) compensate Plaintiffs and the Putative
6 Class Members for the pre and post-trip responsibilities that they perform off the clock in
7 violation of the FLSA.
8

9 65. As a result of Republic’s failure to compensate Plaintiffs and the Putative
10 Class Members for performing their pre and post-trip responsibilities off the clock,
11 Plaintiffs and the Putative Class Members worked (and continue to work) overtime hours
12 for which they were (and are) not compensated in violation of the FLSA.
13

14 66. Republic’s failure to compensate Plaintiffs and the Putative Class Members
15 for off-the-clock overtime hours violated (and continues to violate) the FLSA.
16

17 67. Plaintiffs and the Putative Class Members were subjected to (and are
18 subject to) the same or substantially similar policy, practice or scheme that encouraged
19 them to perform their pre and post-trip responsibilities off the clock as described above.
20

21 **Republic’s Policy of Deducting Meal Periods**

22 68. Republic has a policy that waste disposal drivers such as Plaintiffs and
23 Putative Class Members automatically have 30 minutes per day for a meal period
24 deducted from his or her hours worked.
25
26
27
28

1 75. Republic has not maintained accurate compensatory time records for
2 Plaintiffs and the Putative Class Members as required by the FLSA. 29 U.S.C. § 211(a);
3 29 U.S.C § 516.2(a)(7); *see also Anderson v. Mt. Clemens Pottery Co.*, 380 U.S. 680
4 (1946).
5

6 76. This practice regularly resulted in the miscalculation of Plaintiffs and the
7 Putative Class Members' 40-hour workweek. That is, Plaintiffs and the Putative Class
8 Members routinely worked 40 hours (if not more) before Republic's time records
9 indicated that Plaintiffs and the Putative Class Members had actually worked 40 hours in
10 a given workweek.
11

12 77. Consequently, these hours worked by Plaintiffs and the Putative Class
13 members were often counted as straight time hours (under 40 hours), when they should
14 have been counted as overtime hours (over 40 hours).
15

16 78. Republic has violated and continues to violate the FLSA by failing to
17 maintain accurate compensatory time records for Plaintiffs and the Putative Class
18 Members.
19

20 79. Republic has violated and continues to violate the FLSA by denying
21 Plaintiffs and the Putative Class Members the correct amount of overtime pay for hours
22 worked over 40 hours each workweek.
23

24 80. Republic has violated and continues to violate the FLSA by denying
25 Plaintiffs and the Putative Class Members the correct amount of overtime pay for
26 performing their pre and post-trip responsibilities during hours worked over 40 hours
27 each workweek.
28

1 81. Republic has violated and continues to violate the FLSA by denying
2 Plaintiffs and the Putative Class Members the correct amount of overtime pay by
3 deducting 30-minute meal breaks from their “on-the-clock” time regardless of whether
4 Plaintiffs and the Putative Class Members actually worked through that meal period.
5

6 82. Republic paid (and continues to pay) Plaintiffs and the Putative Class
7 Members pursuant to a method that does not comply with the FLSA which results in a
8 gross miscalculation of the regular rate and underpayment of the required time-and-one-
9 half overtime pay for each hour worked over 40 hours each workweek.
10

11 83. Accordingly, Plaintiffs and the Putative Class Members bring this cause of
12 action under section 216(b) of the FLSA, which allows these workers to recover all
13 unpaid overtime compensation to which they are entitled, but have not been paid, for the
14 3-year period preceding the filing of this complaint and through the final disposition of
15 this matter. 29 U.S.C. § 216(b).
16
17

18 84. As set forth below, Plaintiffs and the Putative Class Members contend that
19 Republic’s conduct in violating the FLSA was (and continues to be) willful and in bad
20 faith.
21

22 85. Accordingly, Plaintiffs and the Putative Class Members seek recovery of all
23 unpaid overtime compensation to which they are entitled, but have not been paid, for the
24 three years preceding the filing of this complaint through the final disposition of this
25 matter. 29 U.S.C. § 216(b).
26

27 86. Due to the willful and resulting bad faith nature of Republic’s conduct,
28 Plaintiffs and the Putative Class Members also seek to recover, as liquidated damages, an

1 amount equal to unpaid overtime wages for the period for which unpaid overtime
2 damages are sought. 29 U.S.C. § 216(b).

3 **REPUBLIC’S CONDUCT IS WILLFUL**

4
5 87. Despite two prior Orders from the Western District of Texas – San Antonio
6 Division that clearly explained to Republic that its pay plan(s) did not comply with the
7 FLSA¹, Republic continues to not only willfully disregard the relevant pay provisions of
8 the FLSA, but also the Orders from *Rodriguez* requiring them to pay Plaintiffs and the
9 Putative Class Members time-and-one-half overtime pay for all hours worked over 40
10 hours per workweek.
11

12 88. Republic knew or should have known that it was miscalculating Plaintiffs
13 and the Putative Class Members’ regular rates of pay and that the proper amount of
14 overtime compensation was not being paid to Plaintiff and the Putative Class Members in
15 violation of the FLSA.
16

17 89. Republic knew or should have known that its failure to pay the correct
18 amount of overtime to Plaintiffs and Putative Class Members would cause, did cause, and
19 continues to cause financial injury to Plaintiffs and the Putative Class Members.
20

21 90. Republic’s actions therefore constitute willful violations under the FLSA
22 and were not made in good faith.
23

24
25 _____
26 ¹ In *Rodriguez, et al. v. Republic Services, Inc, et al.*, Judge Xavier Rodriguez
27 issued two Orders explaining that Republic’s combination pay of day rates, incentive
28 rates and hourly rates was not in compliance with the FLSA. Despite these clear
directives from Judge Rodriguez, Republic made a business decision to only change
those incentive pay plans that were identical to the incentive pay plans at issue in
Rodriguez.

1 91. Indeed, Republic is one of the largest waste disposal and recycling
2 companies in the United States. It is a publicly traded company. Republic is a
3 sophisticated business with the knowledge and expertise to know that the payment
4 scheme used to compensate its waste disposal drivers was and continues to be
5 impermissible under the FLSA.
6

7 92. Given the willful and bad faith nature of Republic’s conduct, Plaintiffs and
8 the Putative Class Members request this Court permit recovery for any claims within the
9 last three years through the final disposition of this matter, including liquidated damages,
10 from the filing of this suit. 29 U.S.C. § 255(a).
11

12
13 **SIMILARITY OF PLAINTIFFS AND THE PUTATIVE CLASS MEMBERS**

14 93. With regard to the FLSA violations asserted in this complaint, Plaintiffs
15 and the Putative Class Members’ experiences are typical of all drivers in Republic’s
16 locations throughout the United States.
17

18 94. Plaintiffs and the Putative Class Members throughout the United States are
19 subjected to the same or similar Incentive Pay Plan schemes implemented by Republic.
20

21 95. Plaintiffs and the Putative Class Members throughout the United States are
22 similarly situated in the following respects: (1) job duties, (2) pay structure, (3) denial of
23 the proper amount of overtime wages, (4) denial of compensation for overtime hours for
24 work performed “off-the-clock”, and (5) deduction of wages for meal period time despite
25 working through these designated meal periods.
26
27
28

1 96. Finally, a review of the pleadings, briefs and evidence filed by the parties in
2 similar FLSA cases filed against Republic and its predecessor companies, Allied Waste
3 and BFI, confirms that Republic's failure to properly calculate the regular rate for waste
4 disposal drivers and pay the proper amount of overtime in accordance with the FLSA is
5 not isolated to one or two cities (or states even), but rather, is Republic's nationwide
6 practice (and problem). *See Rodriguez et al. v. Republic Services, Inc. et al.*, Civ. A. No.
7 5:13-cv-00020-XR (W.D. Tex. 2013)(Claim that combination pay scheme using day
8 rates, incentive rates, and hourly rates was non-compliant with the FLSA resulting in a
9 miscalculation of the regular rate and underpayment of overtime compensation.); *Serrano*
10 *et al. v. Republic Services, Inc. et al.*, Civ. A. No. 2:14-cv-00077 (S.D. Tex. 2014)
11 (Ramos, J.)(Claims for non-payment of "off-the-clock" work, wrongful deduction of 30
12 minutes per day for meal periods, and that combination pay schemes using day rates,
13 incentive rates and hourly rates are non-compliant with the FLSA); *Williams v. BFI*
14 *Waste Services, LLC et al.*, Civ. A. No. 3:16-cv-75-OPJ-FKB (S.D. Miss. 2016)(Claim
15 that fixed base day rate plus incentive pay failed to compensate at proper hourly wage
16 rate and overtime wage pursuant to the FLSA); *Peterson et al. v. Republic Services of*
17 *Florida, L.P. et al.*, Civ. A. No. 08-60444-Civ-Hurley/Hopkins (S.D. Fla. 2008))(Claim
18 that automatic deductions of 30 minutes per day deprived Plaintiffs of their wages.);
19 *Gordon v. Republic Services, Inc.*, Civ. A. No. 12-cv-81186-Dimitrouleas (S.D. Fla.
20 2012))(Claims for non-payment of work through meal periods and other unpaid overtime
21 hours.); *Jones et al. v. Republic Services, Inc.*, Civ. A. No. 0:14-cv-62943-WPD (S.D. Fla
22 2014)(Claim that Plaintiffs were not paid for lunch breaks on days when no qualifying
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1 lunch break was taken); *Morris et al. v. Republic Services of Florida, LP*, Civ. A. No.
2 0:14-cv-62797-FAM (S.D. Fla 2014)(Claims for failure to pay overtime at the statutorily
3 mandated rate of one and one-half times his regular rate of pay for hours worked over
4 40.); *Williams et al. v. BFI Waste Services, LLC d/b/a Republic Services*, Civ. A. No.
5 3:14cv14-CWR-LRA (S.D. Miss. 2014)(Claim that Defendant failed to ensure that
6 Plaintiff was paid his complete wages, or to ensure Plaintiff was paid at least time and
7 one-half his regular rate of pay, and claim that Defendant improperly deducted a thirty
8 (30) minute meal break.); *McGhee et al. v. Allied Waste Industries, Inc., et al*, Civ. A.
9 No. 1:07-cv-01110-DCN (N.D. Oh. 2007)(Claims that Defendant required Plaintiffs to
10 work “off-the-clock”, failed to pay Plaintiff for time spend donning and doffing uniforms
11 and protective gear, and failed to provide Plaintiff with bona fide meal periods.); *Wilson*
12 *et al. v. BFI Waste Services, LLC d/b/a Allied Waste Services of Jackson*, Civ. A. No.
13 3:07-cv-662 WHB-LRA (S.D. Miss. 2007)(Claims that Defendant failed to properly pay
14 for donning and doffing at the beginning and end of each work day and claim that
15 Defendant automatically deducted a thirty (30) minute lunch period from each day of
16 Plaintiff despite the fact Plaintiff did not get a proper lunch break.); *Satchell v. Allied*
17 *Waste Industries, Inc.*, Civ. A. No. 2:08-cv-00156-NVW (D. Az. 2008)(Claim that
18 Defendant deducted one-half hour a day for lunch resulting in a failure to compensate
19 Plaintiff at one and one half times his regular rate for all overtime hours.); *Tellez et al. v.*
20 *Allied Waste Services of North America, LLC*, Civ. A. No. 08-20300-cv-Lenard-Torres
21 (S.D. Fla. 2008)(Claim that Defendant failed to pay time and a half overtime for all
22 overtime hours worked by Plaintiff because Defendant unilaterally deducted time from
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1 Plaintiff's hours worked for a meal break each day regardless of whether Plaintiff
2 actually took a bona fide meal break.)

3
4 **ATTORNEYS' FEES**

5 97. Plaintiffs and the Putative Class Members are entitled to recover their
6 reasonable attorneys' fees, costs and expenses of this action as provided by the FLSA. 29
7 U.S.C. § 216(b).

8
9 **PRAYER FOR RELIEF**

10 98. Plaintiffs respectfully pray for judgment against Republic as follows:

11 a. For an Order recognizing this proceeding as a collective action
12 pursuant to Section 216(b) of the FLSA and requiring Republic to provide the names,
13 addresses, e-mail addresses, telephone numbers, and social security numbers of all
14 putative collective action members;

15
16 b. For an Order approving the form and content of a notice to be sent to
17 all putative collective action members advising them of the pendency of this litigation
18 and of their rights with respect thereto;

19
20 c. For an Order awarding Plaintiffs (and those who have joined in the
21 suit) back wages that have been improperly withheld;

22
23 d. For an Order pursuant to Section 16(b) of the FLSA finding
24 Republic liable for unpaid back wages due to Plaintiffs (and those who have joined in the
25 suit), and for liquidated damages equal in amount to the unpaid compensation found due
26 to Plaintiffs (and those who have joined in the suit);
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- e. For an Order awarding Plaintiffs (and those who have joined in the suit) the costs of this action;
- f. For an Order awarding Plaintiffs (and those who have joined in the suit) attorneys’ fees;
- g. For an Order awarding Plaintiffs service awards as permitted by law;
- h. For an Order compelling the accounting of the books and records of Republic; and
- i. For an Order granting such other and further relief as may be necessary and appropriate.

DATED this 16th day of August, 2016.

MUSHKATEL, ROBBINS & BECKER, P.L.L.C.

By: s/ Zachary Mushkatel
Zachary Mushkatel
15249 North 99th Avenue
Sun City, Arizona 85351
Attorney for Plaintiffs and the Putative Class Members

1 **Zachary Mushkatel**
Arizona Bar No. 023377
2 Mushkatel, Robbins & Becker, P.L.L.C.
3 15249 North 99th Avenue
Sun City, Arizona 85351
4 Tel: (623) 889-0691
5 Fax: (623) 974-4739
Email: zach@phoenixlawteam.com

6
7 **Austin W. Anderson** (*Application for Pro Hac Vice Forthcoming*)
Texas Bar No. 24045189
8 austin@a2xlaw.com

9 **Clif Alexander** (*Application for Pro Hac Vice Forthcoming*)
Texas Bar No. 24064805
10 clif@a2xlaw.com

11 **Lauren E. Braddy** (*Application for Pro Hac Vice Forthcoming*)
Texas Bar No. 24071993
12 lauren@a2xlaw.com

13 **Anderson2X, PLLC**
819 North Upper Broadway
14 Corpus Christi, Texas 78401
Telephone: (361) 452-1279
15 Fax: (361) 452-1284

16
17
18 **IN THE UNITED STATES DISTRICT COURT**

19 **FOR THE DISTRICT OF ARIZONA**

20 CHARLES TAYLOR,
21 Individually and on behalf of all others
22 similarly situated,

23 *Plaintiff,*

24 vs.

25 REPUBLIC SERVICES, INC.,
26

27 *Defendant.*
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No.

**INDEX OF EXHIBITS TO
PLAINTIFF'S COMPLAINT**

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EXHIBIT A: Plaintiff Charles Taylor’s Consent to Become a Party Plaintiff.

EXHIBIT B: Plaintiff Salvador Arias Consent to Become a Party Plaintiff.

EXHIBIT C: Plaintiff Carlos Gallegos Consent to Become a Party Plaintiff.

EXHIBIT D: Plaintiff John Paul Johnson Consent to Become a Party Plaintiff.

EXHIBIT E: Plaintiff Ronald Matthews Consent to Become a Party Plaintiff.

EXHIBIT F: Plaintiff Jonathan Naranjo Consent to Become a Party Plaintiff.

EXHIBIT G: Plaintiff John Ochoa Consent to Become a Party Plaintiff.

EXHIBIT H: Plaintiff Saul Ornelas Consent to Become a Party Plaintiff.

EXHIBIT I: Plaintiff Paul Moore Consent to Become a Party Plaintiff.

EXHIBIT J: Plaintiff Lamont Randle Consent to Become a Party Plaintiff.

EXHIBIT K: Plaintiff Lamar Young Consent to Become a Party Plaintiff.

EXHIBIT L: Plaintiff Paul Wells Consent to Become a Party Plaintiff.

EXHIBIT A

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

By choosing to join this lawsuit, I understand that I designate named-plaintiffs as the "Representative Plaintiffs," as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into agreements with Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

I understand that Representative Plaintiffs have entered into an Attorney Employment Contract with attorneys Austin W. Anderson and Clif Alexander, which applies to all Plaintiffs who join this lawsuit. If I join the lawsuit, I agree to be bound by such Attorney Employment Contract. I understand the under the terms of the Contract, the law firm's attorneys' fees and costs shall be paid out of a recovery, by judgment, settlement or otherwise, in this action; and that if no such recover is obtained, I will not be held responsible for such attorneys' fees or costs. I further understand that I may obtain a copy of the Contract upon requesting it from Plaintiffs' counsel.


By choosing to join this lawsuit, I understand that I will be bound by the judgment, whether it is favorable or unfavorable. I will also be bound by, and will share in, as the court may direct, any settlement that may be negotiated on behalf of all Plaintiffs.

If I choose not to join this lawsuit, I acknowledge and understand that I will not be affected by the judgment or settlement rendered or reached in this lawsuit, whether favorable or unfavorable to the Plaintiffs, and I will not be entitled to share in any amounts recovered by the Plaintiffs whether by judgment, settlement or otherwise.

I hereby consent to join in this lawsuit.

Charles d taylor

Full Legal Name (Print)


Charles d taylor (Aug 6, 2016)

Aug 6, 2016

Signature

Date

EXHIBIT B

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

By choosing to join this lawsuit, I understand that I designate named-plaintiffs as the "Representative Plaintiffs," as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into agreements with Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

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If I choose not to join this lawsuit, I acknowledge and understand that I will not be affected by the judgment or settlement rendered or reached in this lawsuit, whether favorable or unfavorable to the Plaintiffs, and I will not be entitled to share in any amounts recovered by the Plaintiffs whether by judgment, settlement or otherwise.

I hereby consent to join in this lawsuit.

Salvador Arias
Full Legal Name (Print)

502 Woolworth Houston Tx 77020
Address City State Zip Code

Salvador Arias 7-16-15
Signature Date

Return this form to:

Austin W. Anderson
Anderson2X, PLLC
819 North Upper Broadway
Corpus Christi, Texas 78401

EXHIBIT C

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

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If I choose not to join this lawsuit, I acknowledge and understand that I will not be affected by the judgment or settlement rendered or reached in this lawsuit, whether favorable or unfavorable to the Plaintiffs, and I will not be entitled to share in any amounts recovered by the Plaintiffs whether by judgment, settlement or otherwise.

I hereby consent to join in this lawsuit.

Carlos A. Gallegos
Full Legal Name (Print)

5320 Burton C.C. TX 78411
Address City State Zip Code

Carlos A. Gallegos 7-16-2015
Signature Date

361-945-8400

Return this form to: Austin W. Anderson
Anderson2X, PLLC
819 North Upper Broadway
Corpus Christi, Texas 78401

Facility: Corpus Christi, TX
Division: 4847
Dates of Employment: 7-2013
Front load

April 23rd, 2015 (Resigned)

Case 2:16-cv-00502

333-801-2600

TX

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333-801-2600

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333-801-2600

333-801-2600

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333-801-2600

333-801-2600

333-801-2600

EXHIBIT D

CONSENT TO BECOME PARTY PLAINTIFF

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I hereby consent to join in this lawsuit.

John Paul Johnson
Full Legal Name (Print)

2213 W. Von Trease Deer Park TX 77530
Address City State Zip Code

John Paul Johnson 5-27-15
Signature Date

Return this form to:

Austin W. Anderson
Attorney at Law
819 North Upper Broadway
Corpus Christi, Texas 78401

EXHIBIT E

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

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I hereby consent to join in this lawsuit.

Ronald O'neal MATTHEWS

Full Legal Name (Print)

5810 North Magazine Circle Houston, Tx.
Address City State Zip Code

77084

Ronald O. Matthews
Signature Date

Return this form to:

Austin W. Anderson
Anderson2X, PLLC
819 North Upper Broadway
Corpus Christi, Texas 78401

EXHIBIT F

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

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I hereby consent to join in this lawsuit.

Jonathan n

Full Legal Name (Print)

Jonathan Naranjo
Jonathan n (Aug 6, 2016)

Signature

Aug 6, 2016

Date

EXHIBIT G

EXHIBIT H

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

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I hereby consent to join in this lawsuit.

Saul Ornelas
Full Legal Name (Print)

3821 W Sarah Evans Endinburg TX 78541
Address City State Zip Code

Saul Ornelas 7-16-15
Signature Date

Return this form to: Austin W. Anderson
Anderson2X, PLLC
819 North Upper Broadway
Corpus Christi, Texas 78401

EXHIBIT I

CONSENT TO BECOME PARTY PLAINTIFF

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I hereby consent to join in this lawsuit.

Paul Moore

Full Legal Name (Print)


Paul Moore (Aug 9, 2016)

Signature

Aug 9, 2016

Date

EXHIBIT J

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

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I hereby consent to join in this lawsuit.

Lamont Randle

Full Legal Name (Print)


Lamont Randle (Aug 9, 2016)

Signature

Aug 9, 2016

Date

EXHIBIT K

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

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I hereby consent to join in this lawsuit.

Lamar young

Full Legal Name (Print)


Lamar young (Aug 9 2016)

Signature

Aug 9, 2016

Date

EXHIBIT L

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit filed by current and former employees in Texas of Defendants Republic Services, Inc., and BFI Waste Services of Texas, LP to recover unpaid overtime wages and liquidated damages.

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I hereby consent to join in this lawsuit.

Paul wells

Full Legal Name (Print)


Paul wells (Aug 9, 2016)

Signature

Aug 9, 2016

Date

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

Instructions

<p align="center">I. (a) PLAINTIFFS Add New Plaintiff</p> <p align="center">CHARLES TAYLOR Edit Delete</p>	<p align="center">DEFENDANTS Add New Defendant</p> <p align="center">REPUBLIC SERVICES, INC. Edit Delete</p>
<p>(b) County of Residence of First Listed Plaintiff Outside the State of Arizona ▼</p>	<p>County of Residence of First Listed Defendant Maricopa ▼</p>
<p align="center">County Where Claim for Relief Arose Outside the State of Arizona ▼</p>	
<p align="center">(c) Plaintiff's Attorney Add New PLA Attorney</p> <p align="center">ZACHARY MUSHKATEL Edit Delete</p>	<p align="center">Defendant's Attorney (If known) Add New DFT Attorney</p>
<p><input type="checkbox"/> Check here if you are filing a motion to proceed in forma pauperis</p>	

<p>II. Basis of Jurisdiction (Select from drop menu below) 4. Diversity (complete item III) ▼</p>							
<p>III. Citizenship of Principal Parties (Diversity cases only)</p> <p>PLAINTIFF 2 Citizen of Another State ▼</p> <p>DEFENDANT 4 AZ corp or Principal place of Bus. in AZ ▼</p>							
<p>IV. Origin (Select from drop menu below) 1. Original Proceeding ▼</p>							
<p>V. Nature of Suit (Select one box)</p> <table style="width:100%; border: none;"> <tr> <td style="width:25%; vertical-align: top; padding: 5px;"> <p>Contract</p> <p><input type="radio"/> 110 Insurance</p> <p><input type="radio"/> 120 Marine</p> <p><input type="radio"/> 130 Miller Act</p> <p><input type="radio"/> 140 Negotiable Instrument</p> <p><input type="radio"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="radio"/> 151 Medicare Act</p> <p><input type="radio"/> 152 Student Loan -non VA</p> <p><input type="radio"/> 153 Recovery of VA Benefits</p> </td> <td style="width:25%; vertical-align: top; padding: 5px;"> <p>Torts Personal Injury:</p> <p><input type="radio"/> 310 Airplane</p> <p><input type="radio"/> 315 Airplane Product Liability</p> <p><input type="radio"/> 320 Assault, Libel & Slander</p> <p><input type="radio"/> 330 Federal Employers' Liability</p> <p><input type="radio"/> 340 Marine</p> <p><input type="radio"/> 345 Marine Product Liability</p> <p><input type="radio"/> 350 Motor Vehicle</p> </td> <td style="width:25%; vertical-align: top; padding: 5px;"> <p>Civil Rights</p> <p><input type="radio"/> 440 Other Civil Rights</p> <p><input type="radio"/> 441 Voting</p> <p><input type="radio"/> 442 Employment</p> <p><input type="radio"/> 443 Housing/Accommodations</p> <p><input type="radio"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="radio"/> 446 Amer. w/Disabilities - Other</p> <p><input type="radio"/> 448 Education</p> </td> <td style="width:25%; vertical-align: top; padding: 5px;"> <p>Other Statutes</p> <p><input type="radio"/> 375 False Claims Act</p> <p><input type="radio"/> 400 State Reapportionment</p> <p><input type="radio"/> 410 Antitrust</p> <p><input type="radio"/> 430 Banks & Banking</p> <p><input type="radio"/> 450 Commerce/ICC Rates/ etc</p> <p><input type="radio"/> 460 Deportation</p> <p><input type="radio"/> 470 RICO</p> <p><input type="radio"/> 480 Consumer Credit</p> <p><input type="radio"/> 490 Cable/Sat TV</p> </td> </tr> </table>				<p>Contract</p> <p><input type="radio"/> 110 Insurance</p> <p><input type="radio"/> 120 Marine</p> <p><input type="radio"/> 130 Miller Act</p> <p><input type="radio"/> 140 Negotiable Instrument</p> <p><input type="radio"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="radio"/> 151 Medicare Act</p> <p><input type="radio"/> 152 Student Loan -non VA</p> <p><input type="radio"/> 153 Recovery of VA Benefits</p>	<p>Torts Personal Injury:</p> <p><input type="radio"/> 310 Airplane</p> <p><input type="radio"/> 315 Airplane Product Liability</p> <p><input type="radio"/> 320 Assault, Libel & Slander</p> <p><input type="radio"/> 330 Federal Employers' Liability</p> <p><input type="radio"/> 340 Marine</p> <p><input type="radio"/> 345 Marine Product Liability</p> <p><input type="radio"/> 350 Motor Vehicle</p>	<p>Civil Rights</p> <p><input type="radio"/> 440 Other Civil Rights</p> <p><input type="radio"/> 441 Voting</p> <p><input type="radio"/> 442 Employment</p> <p><input type="radio"/> 443 Housing/Accommodations</p> <p><input type="radio"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="radio"/> 446 Amer. w/Disabilities - Other</p> <p><input type="radio"/> 448 Education</p>	<p>Other Statutes</p> <p><input type="radio"/> 375 False Claims Act</p> <p><input type="radio"/> 400 State Reapportionment</p> <p><input type="radio"/> 410 Antitrust</p> <p><input type="radio"/> 430 Banks & Banking</p> <p><input type="radio"/> 450 Commerce/ICC Rates/ etc</p> <p><input type="radio"/> 460 Deportation</p> <p><input type="radio"/> 470 RICO</p> <p><input type="radio"/> 480 Consumer Credit</p> <p><input type="radio"/> 490 Cable/Sat TV</p>
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- 160 Stockholder Suits
- 190 Other Contract
- 195 Contract Product Liability
- 196 Franchise

Real Property

- 210 Land Condemnation
- 220 Foreclosure
- 230 Rent Lease & Ejectment
- 240 Torts to Land
- 245 Tort Product Liability
- 290 Other Real Property

Bankruptcy

- 422 Appeal 28 USC 158
- 423 Withdrawal 28 USC 157

Property Rights

- 820 Copyrights
- 830 Patent
- 840 Trademark

- 355 Motor Vehicle Product Liability
- 360 Other Personal Injury
- 362 Med. Malpractice
- 365 Personal Injury - Product Liability
- 367 Health Care/Pharmaceutical Personal Injury Product Liability
- 368 Asbestos Personal Injury Product Liability
- 370 Other Fraud
- 371 Truth in Lending
- 380 Other Personal Property Damage
- 385 Property Damage Product Liability

Immigration

- 462 Naturalization Application
- 465 Other Immigration Actions

Forfeiture/Penalty

- 625 Drug Related Seizure of Property 21 USC 881
- 690 Other

Prisoner Petitions

Habeas Corpus:

- 463 Alien Detainee
- 510 Motions to Vacate Sentence
- 530 General
- 535 Death Penalty
- 540 Mandamus & Other
- 550 Civil Rights
- 555 Prison Condition
- 560 Civil Detainee - Conditions of Confinement

Other:

Labor

- 710 Fair Labor Standards Act
- 720 Labor/Mgmt. Relations
- 740 Railway Labor Act
- 751 Family and Medical Leave Act
- 790 Other Labor Litigation
- 791 E.R.I.S.A.

- 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 Statute

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 US Plaintiff or Defendant
- 871 IRS Third Party 26 USC 7609

Is this a removal from state court? No

VI. Cause of Action (CITE THE U. S. STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)
29 U.S.C. 216(b)

VII. Requested in Complaint	<input type="radio"/> Class Action Under FRCP	Demand	Jury Demand (requested in Complaint)
	23		
	<input checked="" type="radio"/> Not Class Action		<input checked="" type="radio"/> Yes <input type="radio"/> No
VIII. This Case	is related to case number 2:14-cv-00077, assigned to Judge		

DATE: 8/16/2016
s/ Zachary Mushkatel

SIGNATURE OF ATTORNEY OF RECORD:

[Generate JS-44](#) [Reset Form](#)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Waste Disposal Drivers Sue Republic Services, Inc. Over Unpaid Wages](#)
