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11 *Counsel for Plaintiffs and Putative Class*

12 **UNITED STATES DISTRICT COURT**
13 **SOUTHERN DISTRICT OF CALIFORNIA**

14 **CHRISTOPHER TILLER and**
15 **MARIA VELASCO-GOMEZ,**
16 individually and
on behalf of all other similarly situated,
17 Plaintiffs,

18 v.

19 **CONSOLIDATED CLEANING**
20 **SYSTEMS, LLC, f/k/a EXCEL**
MANAGEMENT SERVICES, LLC, a
21 **limited liability company, GREG**
AUGUSTYN, an individual, jointly and
22 **severally**
23 Defendants.

Case No: '17CV2526 BEN MDD

**COLLECTIVE/ CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiffs, Christopher Tiller and Maria Velasco-Gomez (hereinafter
2 “Plaintiffs”) allege based on their own experiences, and as to all other allegations,
3 based upon the investigation of counsel, as follows:

4 **I. INTRODUCTION**

5 1. This is a collective and class action brought for violations of the Fair
6 Labor Standards Act of 1938, 29 U.S.C. § 201, et seq. (“FLSA”); California Labor
7 Code (“Labor Code”); the California Industrial Welfare Commission Wage Order
8 Nos. 4 and 9; and the California Business & Professional Code section 17200, et seq.,
9 as a FLSA § 216(b) collective action and California state-wide class action pursuant to
10 Fed. R. Civ. P. 23(b)(3).

11 2. Defendants Consolidated Cleaning Systems, LLC, f/k/a Excel
12 Management Services, LLC, and Greg Augustyn (hereinafter “Defendants”) for
13 violations of the Labor and Business and Profession Codes. The California Labor
14 Code requires employers to provide to its employees, among others things, itemized
15 wage statements, meal and rest periods, minimum and overtime wages,
16 reimbursement of necessary expenses, accurate timekeeping, and prompt payment of
17 wages upon termination.

18 3. As set forth below, Defendants failed to provide meal periods and rest
19 breaks, failed to provide premium wages for unprovided meal and/or rest periods,
20 failed to pay at least the minimum wage for all hours worked, failed to pay overtime
21 wages as required by law, failed to provide accurate written wage statements, and
22 failed to pay wages within the time periods required by law.

23 4. Plaintiffs seek a declaration that their rights, and the rights of the putative
24 Class, were violated, an award of unpaid wages, an award of liquidated damages,
25 injunctive and declaratory relief, attendant penalties, and award of attorneys’ fees and
26 costs to make them whole for damages they suffered, and to ensure that they and
27 future workers will not be subjected by Defendants to such illegal conduct in the
28 future.

1 **II. JURISDICTION AND VENUE**

2 5. This Court has subject-matter jurisdiction over Plaintiffs' FLSA claim
3 pursuant to 29 U.S.C. §216(b), which provides that suit under the FLSA "may be
4 maintained against any employer ... in any Federal or State court of competent
5 jurisdiction."

6 6. This Court has supplemental jurisdiction over Plaintiffs' state law claims
7 pursuant to 28 U.S.C. § 1367(a) because this claim arises from a common set of
8 operative facts and is so related to the claims within this Court's original jurisdiction
9 that they form a part of the same case or controversy.

10 7. This Court has personal jurisdiction over Defendants because Defendants
11 conducted business in this State, had systematic and continuous ties with this state,
12 and had agents and representatives in this state. Thus, Defendants had sufficient
13 minimum contacts with or otherwise purposefully avail itself of the markets in the
14 State of California, or otherwise had sufficient contacts with this District to justify it
15 being fairly brought into court in this District.

16 8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)-(d)
17 because Plaintiffs and at least some of the putative Class members worked and were
18 paid in this District and the obligations, liabilities, and breaches complained of herein
19 arose or occurred in this District. Defendants own, operate, and/or maintain offices,
20 transact business, employ Class Members within the District, or otherwise are found
21 within the District. Defendants are within the jurisdiction of this Court for purpose of
22 service of process.

23 **III. PARTIES**

24 **A. Plaintiff Christopher Tiller**

25 9. Defendants offered employment to Plaintiff Tiller in 2011-12, which was
26 accepted. Plaintiff Tiller cleaned and performed janitorial services in both
27 commercial and residential locations.

28 10. Defendants hired Plaintiff and instructed him how to perform his job.

1 11. Plaintiff Tiller would start working at approximately 11:30 p.m. and
2 worked until approximately 4:00 a.m or 5:00 a.m. each day.

3 12. Plaintiff Tiller typically worked five to six days a week.

4 13. However, Plaintiff Tiller was not paid for all hours worked.

5 14. Plaintiff Tiller would inform his supervisor Defendant Augustyn of the
6 hours he worked, but Defendant Augustyn would not pay him for all hours worked.

7 15. For example, if Plaintiff told Greg he worked four and a half hours,
8 Defendant Augustyn would only pay him for 4 hours.

9 16. Plaintiff Tiller was paid \$10.00 an hour.

10 17. On occasion, Plaintiff Tiller worked more than forty hours in a single
11 week.

12 18. Plaintiff Tiller was never paid overtime for any hours he worked in
13 excess of forty hours in a single work week.

14 19. Plaintiff Tiller was not paid the applicable minimum wage for all hours
15 worked.

16 20. Defendant Augustyn told Plaintiff Tiller that he was not permitted to take
17 meal or rest breaks during the workday.

18 21. As a result, Plaintiff Tiller did not take lunch or rest breaks and had to eat
19 her lunch in between job sites as he drove from one location to the next.

20 22. Plaintiff Tiller worked for Defendants until October 2016.

21 23. Due to unpaid hours over the course of Plaintiff Tiller's employment, his
22 pay also fell below the statutorily mandated minimum wage for all hours worked.

23 24. Attached hereto as **Exhibit A** is Plaintiff Tiller's consent to join a
24 collective FSLA action.

25 **B. Plaintiff Maria Velasco-Gomez**

26 25. Defendants offered employment to Plaintiff Velasco-Gomez on or around
27 March 2010, and Plaintiff Velasco-Gomez accepted. Plaintiff Velasco-Gomez
28

1 cleaned and performed janitorial services in both commercial and residential
2 locations.

3 26. Plaintiff Velasco-Gomez also directed and supervised the work of others.

4 27. Plaintiff Velasco-Gomez normally worked seven days a week.

5 28. Plaintiff Velasco-Gomez worked from 4:00 p.m. to 8:00 a.m. 3 or 4 times
6 each month.

7 29. Plaintiff Velasco-Gomez worked from 12:00 a.m. until 8:00 a.m. all other
8 days.

9 30. Plaintiff Velasco-Gomez normally worked about seventy hours per work
10 week.

11 31. Plaintiff Velasco-Gomez was paid between \$1,200 and \$1,500 every two
12 weeks, depending on the jobs she completed.

13 32. Plaintiff Velasco-Gomez was paid the first \$500 by check, and the rest
14 was paid with cash.

15 33. Plaintiff Velasco-Gomez was occasionally shorted \$50-\$100.

16 34. Plaintiff Velasco-Gomez was never paid overtime.

17 35. Plaintiff Velasco-Gomez was not paid minimum wage.

18 36. Defendant Augustyn told Plaintiff Velasco-Gomez that she was not
19 permitted to take meal or rest breaks during the workday.

20 37. As a result, Plaintiff Velasco-Gomez did not take lunch or rest breaks and
21 had to eat her lunch in between job sites as she drove from one location to the next.

22 38. Attached hereto as **Exhibit B** is Plaintiff Velasco-Gomez's consent to
23 join a collective FSLA action.

24 **C. Defendant Consolidated Cleaning Systems, LLC, f/k/a Excel Management
25 Services, LLC**

26 39. Defendant Excel Management Services, LLC was in the business of
27 providing janitorial and cleaning services to customers in California. Excel
28 Management Services was a Nevada Limited Liability Company, with its principle

1 executive office at 1468 James Rd., Gardnerville, NV 89460 and its principle
2 California place of business at 5256 South Mission Rd., No. 703, Ste. 25, Bonsall CA
3 92003. At all times relevant, Plaintiffs were employed by Excel Management
4 Services, LLC.

5 40. Defendant Excel Management Services, LLC ceased doing business in
6 California on January 18, 2017. Based on information and belief, Defendant
7 Consolidated Cleaning Systems, LLC assumed Excel Management Services, LLC
8 business activities.

9 41. Consolidated Cleaning Systems was registered with the California
10 Secretary of State, shortly after Excel Management Services stopped doing business in
11 California. Consolidated Cleaning Systems also provides janitorial and cleaning
12 services to customers in California. Consolidated Cleaning Systems is a Nevada
13 Limited Liability Company, with its principle executive office at 1468 James Rd.,
14 Gardnerville, NV 89460 and its principle California place of business at 5256 Fenton
15 Pkwy., No. 107, Ste. 174, San Diego CA 92018. Defendant Augustyn is the owner
16 and president of Defendant Businesses Consolidated Cleaning Systems, LLC and was
17 the owner and president of Excel Management Services, LLC.

18 **D. Defendant Greg Augustyn**

19 42. As noted above, Defendant Greg Augustyn is the owner and president of
20 Defendant Businesses Consolidated Cleaning Systems, LLC and was the owner and
21 president of Excel Management Services, LLC. Defendant Augustyn held plenary
22 power of the employment of Plaintiffs and the members of the Putative Class. In
23 particular, Defendant Augustyn had the power in hiring and firing of his employees,
24 supervised and controlled the work schedules and employment conditions of his
25 employees, determined the rate and method of payment of his employees, and
26 maintained records for his employees.

1 **IV. GENERAL ALLEGATIONS**

2 43. Plaintiffs and Class Members were employed by Defendants to clean and
3 provide janitorial services at properties located in San Diego County and other
4 counties in California.

5 44. During their employment with Defendants, Defendants provided
6 Plaintiffs and Class Members with instruction on how to perform their work and
7 Defendants supervised in all aspects of their work. Defendants made all decisions
8 directly affecting Plaintiffs and Class Members. Additionally, Defendants set
9 Plaintiffs and Class Members' work schedules.

10 45. Defendant Augustyn played an integral role in directing Plaintiffs work.
11 Defendant Augustyn oversaw the day-to-day operations of Defendants' business.
12 Defendant Augustyn played an integral role in any and all decisions affecting
13 Plaintiffs, including setting Plaintiffs' work schedule and pay rate. Defendant
14 Augustyn was also responsible for approving the compensation paid to Plaintiffs and
15 decreased the number of hours Plaintiffs were to be paid.

16 46. Defendants process its payroll in the State of California.

17 47. Plaintiffs and Class Members did not punch into a timekeeping system. It
18 was Defendants' company-wide policy and practice to compensate employees like
19 Plaintiffs and those in similar positions on a flat rate per-day and/or per-hour basis
20 regardless of the number of hours worked in a given workweek. Defendants' decision
21 to enact and enforce its company-wide policy and practice regarding flat rate
22 compensation was made at one of Defendants' business locations in the State of
23 California.

24 48. Additionally, in the course of performing their job responsibilities, it was
25 Defendants' company-wide policy for Plaintiffs and Class Members to work off-the-
26 clock without compensation. For example, Plaintiffs and Class Members were often
27 not paid for the time it took for them to travel to the jobsite. Plaintiffs and Class
28 Members were also shorted compensation on a number of their paychecks.

1 49. Plaintiffs and Class Members worked more than forty hours in a given
2 workweek, seven days in a workweek, and more than eight hours in a single day
3 (some times more that twelve hours in a shift). However, Defendants paid Plaintiffs
4 and Class Members based on a flat per-day and/or per-hour basis and failed to pay
5 Plaintiffs and Class Members an overtime premium for all hours worked over forty in
6 a workweek and over eight hours in a work day. Defendants paying Plaintiffs and
7 Class Members on a flat per-day and/or per-hour basis also resulted in Defendants
8 failing to pay Plaintiffs the statutorily mandated minimum wage.

9 50. Plaintiffs and Class Members should have been paid one and one-half
10 times the employee's regular rate of pay for all hours worked in excess of eight hours
11 up to and including twelve hours in any workday, and for the first eight hours worked
12 on the seventh consecutive day of work in a workweek (“overtime compensation”).
13 Additionally, Plaintiffs and Class Members should have been paid double the
14 employee's regular rate of pay for all hours worked in excess of twelve hours in any
15 workday and for all hours worked in excess of eight on the seventh consecutive day of
16 work in a workweek. None of Defendants’ employees were specifically exempted
17 from receiving overtime pay.

18 51. As a result of Defendants’ company-wide employment policy, Plaintiffs
19 and Class Members were not compensated an overtime wage for all hours worked in
20 excess of forty during a workweek, six days in a week, and/or eight hours in a day.
21 Plaintiffs should also have been paid the statutorily mandated minimum wage for all
22 hours worked. However, often Plaintiffs and Class Members pay was shorted because
23 of the business practices alleged above, resulting in an hourly wage that was less than
24 the required minimum wage.

25 52. Plaintiffs have actual knowledge—through discussions with other
26 workers and their personal observations of other working for Defendants—that other
27 Class Members had similar schedules with a similar amount of weekly hours and were
28 subject to the same compensation policies.

1 53. In California, an employer may not employ an employee for a work
2 period of more than five hours per day without providing the employee with a meal
3 period of not less than thirty minutes, except that if the total work period per day of
4 the employee is no more than six hours. A second meal period of not less than thirty
5 minutes is required if an employee works more than ten hours per day, except that if
6 the total hours worked is no more than 12 hours. Further, employers must provide 10-
7 minute paid rest period for every four hours worked or major fraction thereof. If an
8 employer fails to provide a required meal and rest periods, that employee is entitled to
9 one additional hour of pay for that workday.

10 54. Defendants' company-wide employment policy did not provide set
11 periods for meals and rest for their employees. Indeed, Defendant Greg Augustyn
12 specifically told Plaintiffs and Class Members to work more than five hours without a
13 meal break and more than ten hours without a second meal break. Likewise,
14 Defendant Augustyn instructed Plaintiffs and Class Members to work without a 10-
15 minute paid rest period during their shifts. Plaintiffs and Class Members did not
16 waive their meal or rest periods and were not paid an extra additional hour of pay.

17 55. Finally, Defendants did not provide Plaintiffs and Class Members with
18 accurate written wage statements. Pursuant to California Labor Code Section 226(a),
19 employers must provide the following information to their employees at least twice a
20 month, and at the time of each payment of wages, including:

- 21 (a) The gross wages earned by the employee during the pay period;
22 (b) The total hours the employee worked during the pay period;
23 (c) The number of piece-rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis;
25 (d) All deductions from the employee's gross wages;
26 (e) The net wages earned by the employee;
27 (f) The dates of the pay period for which the employee is being paid; and
28

1 (g) The hourly rates in effect during the pay period, and the number of hours
2 worked at each pay rate during the pay period.

3 But, Plaintiffs and other Class Members did not receive accurate and timely written
4 wage statements.

5 56. Defendants knew or could have easily determined how long it took for
6 their Class Members to complete their work, and Defendants could have properly
7 compensated Plaintiffs and the putative Class for this work, but did not.

8 **V. FLSA COLLECTIVE ACTION ALLEGATIONS**

9 57. Plaintiffs bring this action pursuant to 29 U.S.C. § 216(b) of the FLSA on
10 their own behalf and on behalf of:

11 **All of Defendants' current and former employees, in California, who**
12 **provided cleaning and janitorial services for Defendants within the**
applicable statutory period.

13 (hereinafter referred to as the "FLSA Collective"). Plaintiffs reserve the right to
14 amend this definition if necessary.

15 58. Defendants are liable under the FLSA for, *inter alia*, failing to properly
16 compensate Plaintiffs and other similarly situated Class Members.

17 59. Excluded from the proposed FLSA Collective are Defendants'
18 executives, administrative and professional employees, including computer
19 professionals and outside sales persons.

20 60. Consistent with Defendants' policy and pattern or practice, Plaintiffs and
21 the members of the FLSA Collective were not paid premium overtime compensation
22 when they worked beyond 40 hours in a workweek.

23 61. Consistent with Defendants' policy and pattern or practice, Plaintiffs and
24 the members of the FLSA Collective were not paid the statutorily mandated minimum
25 wage for all hours worked.

26 62. All of the work that Plaintiffs and the FLSA Collective members
27 performed was assigned by Defendants, and/or Defendants were aware of all of the
28 work that Plaintiffs and the FLSA Collective members performed.

1 • As part of its regular business practice, Defendants intentionally,
2 willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the
3 FLSA with respect to Plaintiffs and the FLSA Collective members. This policy and
4 pattern or practice includes, but is not limited to:

5 • willfully failing to pay its employees, including Plaintiffs and the FLSA
6 Collective, for all hours worked including premium overtime wages for all hours
7 worked in excess of 40 hours per workweek; and

8 63. wilfully failing to record all of the time that its employees, including
9 Plaintiffs and the FLSA Collective, worked for Defendants' benefit.

10 64. Defendants are aware or should have been aware that federal law
11 required them to pay Plaintiffs and the FLSA Collective overtime premiums for all
12 hours worked in excess of 40 per workweek.

13 65. Defendants failed to properly maintain timekeeping and payroll records
14 pertaining to the FLSA Collective under the FLSA, 29 U.S.C. 211(c).

15 66. Defendants' unlawful conduct was widespread, repeated, and consistent.

16 67. A collective action under the FLSA is appropriate because the employees
17 described above are "similarly situated" to Plaintiffs under 29 U.S.C. § 216(b). The
18 employees on behalf of whom Plaintiffs bring this collective action are similarly
19 situated because (a) they have been or are employed in the same or similar positions;
20 (b) they were or are performing the same or similar job duties; (c) they were or are
21 subject to the same or similar unlawful practices, policy, or plan; and (d) their claims
22 are based upon the same factual and legal theories.

23 68. There are many similarly situated current and former janitors who were
24 underpaid in violation of the FLSA who would benefit from the issuance of a court-
25 supervised notice of this lawsuit and the opportunity to join it.

26 69. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C.
27 § 216(b).

28 70. Those similarly situated employees are known to Defendants, are readily

1 identifiable, and can be located through Defendants' records.

2 71. Plaintiffs estimate the proposed FLSA Collective, including both current
3 and former employees over the relevant period will include several hundreds, if not
4 thousands, of workers. The precise number of FLSA Collective members should be
5 readily available from a review of Defendants' personnel and payroll records.

6 **VI. RULE 23 CLASS ACTION ALLEGATIONS**

7 72. Plaintiffs bring this action pursuant to Fed. R. Civ. P. 23(b)(3) on their
8 own behalf and on behalf of all similarly situated current and former employees of
9 Defendants who are or were employed at any time in the last four years. Plaintiffs
10 propose the following class definition:

11 **All of Defendants's current and former employees, in California,**
12 **who provided cleaning and janitorial services for Defendants within**
the applicable statute of limitations.

13 Plaintiffs reserve the right to amend the putative class definition if necessary.

14 73. Plaintiffs share the same interests as the putative class and will be entitled
15 under the California Labor Code to unpaid overtime compensation, attorneys' fees,
16 and costs and lost interest owed to them under nearly identical factual and legal
17 standards as the remainder of the putative class.

18 74. The putative Class meets the numerosity requirement of Rule 23(a)(1)
19 because, during the relevant period, Defendants employed hundreds, if not thousands,
20 of Class Members throughout California. The Class members are so numerous that
21 joinder of all such persons is impracticable and that the disposition of their claims in a
22 class action rather than in individual actions will benefit the parties and the Court. The
23 precise number of Class members should be readily available from a review of
24 Defendants' personnel, scheduling, time, phone, and payroll records, and from input
25 received from the putative Class members.

26 75. The putative Class meets the commonality requirement of Rule 23(a)(2)
27 because, during the relevant period, Defendants engaged in a common course of
28 conduct that violated the legal rights of Plaintiffs and the Class. Individual questions

1 that Plaintiffs' claims present, to the extent any exist, will be far less central to this
2 litigation than the numerous material questions of law and fact common to the Class,
3 including but not limited to:

- 4 a. Whether Defendants engaged in a policy or practice of failing to
5 pay each Class member regular wages for each non-overtime hour
6 worked.
- 7 b. Whether Defendants engaged in a policy or practice of failing to
8 pay each Class member overtime compensation for each overtime
9 hour worked;
- 10 c. Whether Defendants engaged in a policy or practice of failing to
11 pay each Class member the minimum wage for each hour worked;
- 12 d. Whether Defendants violated Labor Code sections 221 and 223 by
13 making unlawful deductions to Class members' wages;
- 14 e. Whether Defendants failed to provide each Class member with at
15 least one 30-minute meal period on every workday of at least 5
16 hours and a second 30-minute meal period on every workday of at
17 least 10 hours as required by the California Employment Law and
18 Regulations;
- 19 f. Whether Defendants violated sections 201 to 203 of the Labor
20 Code by willfully failing to pay all wages and compensation due
21 each Class member who quit or who was discharged;
- 22 g. Whether Defendants violated section 226 of the Labor Code by
23 willfully failing to provide accurate itemized wage statements
24 showing the number of hours worked by each Class member and
25 the corresponding hourly rate;
- 26 h. Whether Defendants violated sections 1174 and 1175 of the Labor
27 Code and the applicable Industrial Welfare Commission Orders by
28 failing to maintain records pertaining to when Class members
began and ended each work period, the total daily hours worked,
and the total hours worked per pay period;
- i. Whether Defendants violated section 510 of the Labor Code and
the applicable Industrial Welfare Commission Orders by failing to
accurately calculate regular rates of pay for overtime purposes;
- j. Whether Defendants violated section 2208 of the Labor Code by
willfully failing to reimburse each Class member any reasonable
business expenses incurred;
- k. Whether Defendants were unjustly enriched by the work and
services performed by Class members without compensation;
- l. Whether Defendants engaged in unfair business practices in
violation of Business and Professions Code section 17200, *et seq.*; and

1 m. Whether Defendants should be required to pay compensatory
2 damages, attorneys' fees, penalties, costs, and interest for violating
California state law.

3 76. The status of all individuals similarly situated to Plaintiffs raises an
4 identical legal question: whether Defendants' Class Members are entitled to back
5 wages, including overtime.

6 77. The putative Class meets the typicality requirement of Rule 23(a)(3)
7 because Plaintiffs and the putative Class members were all employed by Defendants
8 and performed their job duties without receiving wages, including overtime wages,
9 owed for that work.

10 78. The Class meets the adequacy requirement of Rule 23(a)(4) because there
11 is no apparent conflict of interest between Plaintiffs and the putative Class members,
12 and because Plaintiffs' attorneys have successfully prosecuted many complex class
13 actions, including wage and hour class and collective actions, and will adequately
14 represent the interests of Plaintiffs and the putative Class members.

15 79. The putative Class meets the predominance requirement of Rule 23(b)(3),
16 because issues common to the Class predominate over any questions affecting only
17 individual members, including but not limited to, those listed above.

18 80. The Class meets the superiority requirement of Rule 23(b)(3) because
19 allowing the parties to resolve this controversy through a class action would permit a
20 large number of similarly situated persons to prosecute common claims in a single
21 forum simultaneously, efficiently, and without the unnecessary duplication of
22 evidence, effort, or expense that numerous individual actions would engender.

23 81. Given the material similarity of the Class members' claims, even if each
24 Class member could afford to litigate a separate claim, this Court should not
25 countenance or require the filing of hundreds or even thousands of identical actions.
26 Individual litigation of the legal and factual issues raised by Defendants' conduct
27 would cause unavoidable delay, a significant duplication of efforts, and an extreme
28 waste of resources. Alternatively, proceeding by way of a class action would permit

1 the efficient supervision of the putative Class’s claims, create significant economies of
2 scale for the Court and the parties and result in a binding, uniform adjudication on all
3 issues.

4 **COUNT I**
5 **VIOLATION OF FLSA, 29 U.S.C. § 201, et seq.**
6 **FAILURE TO PAY OVERTIME WAGES**

7 82. Plaintiffs re-allege and incorporate all previous paragraphs herein.

8 83. At all times relevant to this action, Defendants were engaged in interstate
9 commerce, or in the production of goods for commerce, as defined by the FLSA.

10 84. At all times relevant to this action, Plaintiffs were “employees” of
11 Defendants within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

12 85. Plaintiffs and the FLSA Collective members, by virtue of their job duties
13 and activities actually performed, are all non-exempt employees.

14 86. Defendants are not “retail or service establishments” as defined by 29
15 U.S.C. § 213(a)(2) of the FLSA.

16 87. Plaintiffs either: (1) engaged in commerce; or (2) engaged in the
17 production of goods for commerce; or (3) were employed in an enterprise engaged in
18 commerce or in the production of goods for commerce.

19 83. At all times relevant to this action, Defendants “suffered or permitted”
20 Plaintiffs and all similarly situated current and former employees to work and thus
21 “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

22 84. At all times relevant to this action, Defendants required Plaintiffs and the
23 FLSA Collective members to perform off-the-clock work each shift, but failed to pay
24 these employees the federally mandated overtime compensation for this work.

25 85. The off-the-clock work performed every shift by Plaintiffs and the FLSA
26 Collective members is an essential part of their jobs and these activities and the time
27 associated with these activities is not *de minimis*.

28 86. In workweeks where Plaintiffs and other FLSA Collective members
worked 40 hours or more, the uncompensated off-the-clock work time, and all other

1 overtime should have been paid at the federally mandated rate of 1.5 times each
2 employee's regular hourly wage. 29 U.S.C. § 207.

3 87. Defendants' violations of the FLSA were knowing and willful.
4 Defendants knew or could have determined how long it took for their Class Members
5 to perform their off-the-clock work. Further, Defendants could have easily accounted
6 for and properly compensated Plaintiffs and the FLSA Collective for these work
7 activities, but did not.

8 88. The FLSA, 29 U.S.C. § 216(b), provides that as a remedy for a violation
9 of the Act, each employee is entitled to his or her unpaid wages (including unpaid
10 overtime), plus an additional equal amount in liquidated damages (double damages),
11 plus costs and reasonable attorneys' fees.

12 **COUNT II**
13 **VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, 1198**
14 **AND IWC WAGE ORDER 4 – FAILURE TO PAY OVERTIME**

15 89. Plaintiffs re-allege and incorporate all previous paragraphs herein.

16 90. At all relevant times, Defendants regularly and consistently maintained
17 corporate policies and procedures designed to reduce labor costs by reducing or
18 minimizing the amount of compensation paid to its employees, especially overtime
19 compensation.

20 91. At all relevant times, Plaintiffs and the Class regularly performed non-
21 exempt work and were thus subject to the overtime requirements of California law.

22 92. Labor Code §§ 510 and 1198 and Industrial Welfare Commission
23 (“IWC”) Wage Order No. 4 § 3(A) provide that: (a) employees are entitled to
24 compensation at the rate of one and one-half times their regular rate of pay for all
25 hours worked in excess of eight (8) hours in a workday up to twelve (12) hours in a
26 workday, in excess of forty (40) hours in a workweek, and for the first eight (8) hours
27 of work on the seventh (7th) consecutive day or a workweek; and (b) employees are
28 entitled to compensation at the rate of twice their regular rate of pay for all hours
worked in excess of twelve (12) hours in a workday, and in excess of eight (8) hours

1 on the seventh (7th) consecutive day of work in a workweek.

2 93. At all relevant times, Plaintiffs and the Class regularly worked in excess
3 of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek.

4 94. At all relevant times, Defendants failed and refused to pay Plaintiffs and
5 the Class members for any and all hours actually worked in excess of the scheduled
6 shift.

7 95. Defendants intentionally, maliciously, fraudulently and with the intent to
8 deprive the Class of their ability to earn a living so as to reduce their labor costs,
9 knowingly and willingly implemented a scheme or artifice to avoid paying overtime
10 by reducing the rate of pay to Plaintiffs and other Class members who worked
11 overtime hours.

12 96. Plaintiffs and the Class were entitled to receive overtime compensation at
13 their lawful regular rate of pay, including the shift differential where applicable.
14 Defendants' failure to pay lawful premium overtime wages, as alleged above, was a
15 willful violation of Labor Code §§ 510, 1198, and IWC Wage Order No. 4.

16 97. Wherefore, Plaintiffs demand payment of the unpaid balance of the full
17 amount of wages due for unpaid time worked, as well as overtime premiums owed,
18 including interest thereon, penalties, reasonable attorneys' fees, and costs of suit
19 pursuant to Labor Code §§ 1194 and 1194.2 as a result of Defendants' failure to pay
20 for all time worked and such premium compensation, as is required under California
21 law.

22 **COUNT III**
23 **VIOLATION OF THE CALIFORNIA LABOR CODE §§ 510, 1194, AND**
24 **IWC WAGE ORDER – FAILURE TO PAY MINIMUM WAGE AND**
25 **OVERTIME**

26 98. Plaintiffs re-allege and incorporate all previous paragraphs herein.

27 99. At relevant times, in addition to the FLSA, Defendants were required to
28 compensate Plaintiffs and all Class members at a minimum wage and at one and one-

1 half times the regular rate of pay for all hours worked in excess of eight (8) hours per
2 day and/or forty (40) hours per week.

3 100. At all relevant times, Defendants suffered, permitted, and/or required
4 Plaintiffs and all Class members to work in excess of eight (8) hours per day and/or
5 forty (40) hours per week, but were not paid a minimum wage or overtime pay as
6 required by California law.

7 101. As a result of the unlawful acts of Defendants, Plaintiffs and all Class
8 members were deprived of their rightfully earned minimum wages and overtime pay
9 in amounts to be determined at trial.

10 102. None of the provisions of the California Labor Code can be contravened,
11 set aside abrogated, or waived by Plaintiffs or the Class.

12 103. The California Industrial Welfare Commission Order No. 9-2011 (“Wage
13 Order No. 9”) regulates the wages, hours and working conditions in the transportation
14 industry.

15 104. Wage Order No. 9 applies to all person employed in the transportation
16 industry whether paid on a time, piece rate, commission, or other basis.

17 105. Defendants’ conduct violated California Labor Code §§ 510, 1194 and
18 Wage Order No. 9. Therefore, pursuant to California Labor Code §1194, Plaintiffs and
19 all putative class members are entitled to recover damages for the nonpayment of
20 minimum wage and overtime pay for all hours worked in excess of eight (8) hours per
21 day or forty (40) hours per week, interest on that amount pursuant to California Labor
22 Code §218.6, plus reasonable attorneys’ fees and litigation costs.

23 106. As a result of the foregoing conduct, Plaintiffs, on behalf of themselves
24 and all members of the Class, seek unpaid minimum wages at the required legal rate
25 for all of their working hours during the relevant time period; all other damages;
26 attorneys’ fees and costs; restitution; penalties; injunctive relief; interest calculated at
27 the highest legal rate; and all other relief allowed by law, including applicable
28 attorneys’ fees and costs.

COUNT IV
VIOLATION OF CALIFORNIA LABOR CODE §§ 221 and 223
UNLAWFUL DEDUCTIONS

107. Plaintiffs re-allege and incorporate all previous paragraphs herein.

108. At all relevant times, Defendants regularly and consistently maintained corporate policies and procedures designed to reduce labor costs by reducing or minimizing the amount of compensation paid to its employees, especially overtime compensation.

109. Defendants made deductions from Plaintiffs’ and the Class members’ paychecks in the amount of the overtime premiums earned by the employee during the pay period so as to avoid paying overtime compensation.

110. Labor Code § 221 provides it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by employer to employee.

111. Labor Code § 223 provides that where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract. Labor Code section 225 further provides that the violation of any provision of Labor Code §§ 221 and 223 is a misdemeanor.

112. As a result of the conduct alleged above, Defendants unlawfully collected or received from Plaintiffs and the Class part of the wages paid to their employees.

113. Wherefore, Plaintiffs demand the return of all wages unlawfully deducted from the paychecks, including interest thereon, penalties, reasonable attorneys’ fees, and costs of suit pursuant to Labor Code §§ 225.5 and 1194.

COUNT V
VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7 and 512, AND
IWC WAGE ORDER – FAILURE TO PROVIDE MEAL/REST BREAKS

114. Plaintiffs re-allege and incorporate all previous paragraphs herein.

115. Labor Code § 512, and IWC Wage Order No. 5 § 11(A) and (B) provide

1 that an employer may not employ a person for a work period of more than five (5)
2 hours without providing the employee with a meal period of not less than thirty (30)
3 minutes, and may not employ an employee for a work period of more than ten (10)
4 hours per day without providing the employee with a second meal period of not less
5 than (30) minutes.

6 116. IWC Wage Order No. 5 § 12(A) provide that an employer shall employ
7 take ten (10) minute rest periods for every four (4) hours or major fraction thereof.
8 These rest periods may not be deducted from the individual wages.

9 117. At all relevant times, Plaintiffs and the Class consistently worked in
10 excess of five (5) or ten (10) hours in a day.

11 118. At all relevant times, Defendants regularly required employees to
12 perform work during their first and/or second meal and rest periods without proper
13 compensation. Defendants regularly required employees to perform work in excess of
14 four hours without a rest period. The practice of requiring employees to perform work
15 during their legally mandated meal or rest periods without premium compensation is a
16 violation of Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5.

17 119. Defendants purposefully elected not to provide meal or rest periods to
18 Plaintiffs and Class members, and Defendants acted willfully, oppressively, and in
19 conscious disregard of the rights of Plaintiffs and the Class members in failing to do
20 so.

21 120. Plaintiffs are informed and believe Defendants did not properly
22 maintain records pertaining to when Plaintiffs and the Class members began and
23 ended each meal period, in violation of Labor Code §1174 and IWC Wage Order No.
24 5 § 7(A).

25 121. As a result of Defendants' knowing, willful, and intentional failure to
26 provide meal or rest breaks, Plaintiffs and the Class members are entitled to recover
27 one (1) additional hour of pay at the employee's regular rate of pay for each work day
28 that a meal or rest period was not provided, pursuant to Labor Code § 226.7 and IWC

1 Wage Order No. 5 § 11(D) & 12(B), and penalties, reasonable attorneys' fees, and
2 costs pursuant to Labor Code §§ 218.5.

3 122. Defendants' wrongful and illegal conduct in failing to provide Class
4 members with meal breaks or to provide premium compensation, unless and until
5 enjoined by order of this Court, will continue to cause great and irreparable injury to
6 Plaintiffs and the Class members in that Defendants will continue to violate these laws
7 unless specifically ordered to comply with the same. The expectation of future
8 violations will require current and future employees to repeatedly and continuously
9 seek legal redress in order to gain compensation to which they are already entitled.
10 Plaintiffs and the Class members have no other adequate remedy at law to insure
11 future compliance with the laws alleged herein to have been violated.

12 123. Wherefore, Plaintiffs demand pursuant to Labor Code Section 227.7(b)
13 that Defendants pay each Class member one additional hour of pay at the Class
14 member's regular rate of compensation for each work day that the meal or rest period
15 was not provided.

16 **COUNT VI**
17 **VIOLATION OF CALIFORNIA LABOR CODE § 226 and 1174**
18 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

19 124. Plaintiffs re-allege and incorporate all previous paragraphs herein.

20 125. Labor Code §§ 226 and 1174 provide that every employer shall, semi-
21 monthly or at the time of payment of wages, furnish each employee, either as a
22 detachable part of the check or separately, an accurate, itemized statement in writing
23 showing the total hours worked, and the applicable hourly rates and corresponding
24 total number of hours worked.

25 126. At all relevant times, Defendants failed to maintain proper records and
26 furnish Plaintiffs and the Class members, either semi-monthly or at the time of each
27 payment of wages, an accurate, itemized statement conforming to the requirements of
28 Labor Code §§ 226 and 1174.

127. At all relevant times, Defendants failed to furnish Plaintiffs and the Class

1 members with accurate wage statements in writing, showing: (1) gross wages earned;
2 (2) total hours worked by each respective employee; (3) all deductions; (4) net wages
3 earned; (5) the inclusive dates of the period for which the employee is paid; (6) the
4 name of the employee and only the last four digits of his or her social security number
5 or an employee identification number; (7) the name and address of the legal entity that
6 is the employer; and (8) all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate.

8 128. Plaintiffs are informed and believe that Defendants knew or should have
9 known that Plaintiffs and the Class members were entitled to receive wage statements
10 compliant with Labor Code § 226 and 1174, and that Defendants willfully and
11 intentionally failed to provide Plaintiffs and the Class members with such accurate,
12 itemized statements showing, for example, accurate hours and overtime calculations.

13 129. Wherefore Plaintiffs demand that Defendants pay each and every Class
14 member fifty dollars (\$50.00) for the initial pay period in which the violation occurred
15 and one hundred dollars (\$100) for each subsequent violation, up to a maximum of
16 four thousand dollars (\$4,000.00) pursuant to Labor Code § 226, as well as reasonable
17 attorneys' fees and costs.

18 **COUNT VII**
19 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**
20 **FAILURE TO INDEMNIFY EMPLOYEES' EXPENSES AND LOSSES**

21 130. Plaintiffs re-allege and incorporate all previous paragraphs herein.

22 131. California Labor Code § 2802 provides that an employer shall indemnify
23 his or her employee for all necessary expenditures or losses incurred by the employee
24 in direct consequence of the discharge of his or her duties.

25 132. During all relevant times, Defendants knowingly and willfully violated
26 California Labor Code § 2802 by failing to pay Plaintiffs and members of the
27 California Class who are no longer employed by Defendants all expenses and losses
28 owed as alleged herein. Defendants are therefore liable to Plaintiffs and members of

1 the California Class for expenses and losses incurred in direct consequence of the
2 discharge of Plaintiffs' duties.

3 133. Plaintiffs, individually and on behalf of the members of the California
4 Class, respectfully request that the Court award all expenses and losses due, and the
5 relief requested below in the Prayer for Relief.

6 **COUNT VIII**
7 **VIOLATION OF BUSINESS AND PROFESSIONS CODE, § 17200, et seq.**

8 134. Plaintiffs re-allege and incorporate all previous paragraphs herein.

9 135. Defendants engaged and continues to engage in unfair business practices
10 in California by practicing, employing and utilizing the unlawful practices described
11 above, including (a) training and directing Class Members to work off-the-clock
12 without compensation; (b) making deductions to Class Members' paychecks to
13 recover overtime premiums earned by the employee; (c) requiring Class Members to
14 work overtime without lawful premium compensation; (d) failing to provide lawful
15 meal/rest breaks or premium compensation in lieu thereof; and (e) failing to provide
16 accurate, itemized wage statements.

17 136. In addition, the conduct alleged in each of the previously stated causes of
18 action constitute an unlawful and for unfair business practice within the meaning of
19 Business & Professions Code § 17200, *et seq.*

20 137. As a result of Defendants' conduct, Plaintiffs and the Class have been
21 harmed as described in the allegations set forth above.

22 138. The actions described above, constitute false, unfair, fraudulent and
23 deceptive business practices within the meaning of California Business & Professions
24 Code § 17200, *el seq.* By and through such unfair, unlawful and/or fraudulent
25 business practices, Defendants obtained valuable property, money and services from
26 Plaintiffs and the Class, and have deprived Plaintiffs and the Class fundamental rights
27 and privileges guaranteed to all employees under California law.

28 139. Defendants were unjustly enriched by the policies and practices

1 described herein, and those policies and practices conferred an unfair business
2 advantage on Defendants over other businesses providing similar services which
3 routinely comply with the requirements of California law.

4 140. Plaintiffs seek, on their own behalf, and on behalf of the putative Class
5 members, full restitution of all monies withheld, acquired and/or converted by
6 Defendants by means of the unfair practices complained of herein, as necessary and
7 according to proof, and/or disgorgement of all profits acquired by Defendants by
8 means of the acts and practices described herein.

9 141. Plaintiffs seek, on their own behalf, and on behalf of other Class
10 members similarly situated, an injunction to prohibit Defendants from continuing to
11 engage in the unfair business practices complained of herein. Defendants' unlawful
12 conduct, as described above, unless and until enjoined and restrained by order of this
13 Court, will cause great and irreparable injury to Plaintiffs and all Class members in
14 that Defendants will continue to violate these California laws unless specifically
15 ordered to comply with the same. This expectation of future violations will require
16 current and future employees to repeatedly and continuously seek legal redress in
17 order to gain compensation to which they are entitled under California law. Plaintiffs
18 have no other adequate remedy at law to insure future compliance with the California
19 labor laws and wage orders alleged to have been violated herein.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs on their own behalf and on the behalf of the putative
22 Collective and Class members, request judgment as follows:

- 23 a. Certifying this case as a collective action in accordance with 29 U.S.C. §
24 216(b) with respect to the FLSA claims set forth above;
- 25 b. Designating the named Plaintiffs as Representative of the proposed
26 FLSA collective;
- 27 c. Ordering Defendants to disclose in computer format, or in print if no
28 computer readable format is available, the names and addresses of all

1 those individuals who are similarly situated, and permitting Plaintiffs to
2 send notice of this action to all those similarly situated individuals
3 including the publishing of notice in a manner that is reasonably
4 calculated to apprise the potential class members of their rights under the
5 FLSA;

- 6 d. Certifying the proposed Rule 23 Class;
- 7 e. Designating Plaintiffs as representatives of the proposed Rule 23 Class;
- 8 f. Appointing Avanti Law Group, PLLC and Sommers Schwartz, P.C. as
9 Class Counsel;
- 10 g. Declaring that Defendants willfully violated the Fair Labor Standards Act
11 and its attendant regulations as set forth above;
- 12 h. Granting judgment in favor of Plaintiffs and against Defendants and
13 awarding the amount of unpaid minimum wage, and overtime wages
14 calculated at the rate of one and one-half (1.5) of Plaintiffs' regular rate
15 (including the shift differential where applicable) multiplied by all off-
16 the-clock hours that Plaintiffs worked in excess of eight (8) hours per day
17 and/or forty (40) hours per week for the past four years;
- 18 i. Awarding liquidated damages in an amount equal to the amount of
19 unpaid overtime wages found due and owing;
- 20 j. For statutory and civil penalties pursuant to Labor Code §§ 225.5, 226(e),
21 226.3, and 226.7;
- 22 k. For disgorgement and restitution to Plaintiffs and other similarly effected
23 Class members of all funds unlawfully acquired by Defendants by means
24 of any acts or practices declared by this Court to violate the mandate
25 established by California Business and Professions Code § 17200, *et seq.*;
- 26 l. For the appointment of a receiver to receive, manage and distribute any
27 and all funds disgorged from Defendants and determined to have been
28 wrongfully acquired by Defendants as a result of violations of California

1 Business and Professions Code § 17200, *et seq.*;

2 m. For an injunction prohibiting Defendants from engaging in the unfair
3 business practices complained of herein;

4 n. For an injunction requiring Defendants to give notice to persons to whom
5 restitution is owing of the means by which to file for restitution;

6 o. For actual damages or statutory penalties according to proof as set forth
7 in California Labor Code §§ 226, 1174, and IWC Wage Order No. 5, §
8 7(A) related to record keeping;

9 p. For an order requiring Defendants to show cause, if any there be, why
10 they should not be enjoined and ordered to comply with the applicable
11 California Industrial Welfare Commission wage orders related to record
12 keeping for Defendants' employees related to same; and for an order
13 enjoining and restraining Defendants and their Class Members, servants
14 and employees related thereto;

15 q. For pre-judgment interest as allowed by California Labor Code §§ 218.6,
16 1194 and 2802(b) and California Civil Code § 3287 and other statutes;

17 r. Awarding civil penalties pursuant to California Labor Code § 2698, *et*
18 *seq.*;

19 s. For reasonable attorneys' fees, expenses, and costs as provided by the
20 FLSA, California Labor Code §§ 218.5, 226(e) and (g), 1194, 2802, and
21 California Code of Civil Procedure § 1021.5; and

22 t. For such other and further relief the Court may deem just and proper.

23 **JURY DEMAND**

24 Plaintiffs, Christopher Tiller and Maria Velasco-Gomez, individually and on
25 behalf of all others similarly situated, by and through their attorneys, hereby demand a
26 trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court
27 rules and statutes made and provided with respect to the above entitled cause.
28

1 DATE: December 18, 2017

Respectfully submitted,

2 FINKELSTEIN & KRINSK LLP

3
4 By: /s/Trenton R. Kashima
Trenton R. Kashima

5 Jeffrey R. Krinsk, Esq.
6 Trenton R. Kashima, Esq.
7 550 West C St., Suite 1760
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11 Jason J. Thompson (*pro hac vice anticipated*)
12 Jesse L. Young (*pro hac vice anticipated*)
13 SOMMERS SCHWARTZ, P.C.
14 One Towne Square, Suite 1700
15 Southfield, Michigan 48076
16 Telephone: (248) 355-0300
17 Facsimile: (248) 436-8453

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Counsel for Plaintiffs and Putative Class

JS 44 (Rev. 06/17)

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.)

<p>I. (a) PLAINTIFFS CHRISTOPHER TILLER and MARIA VELASCO-GOMEZ, individually and on behalf of all other similarly situated</p> <p>(b) County of Residence of First Listed Plaintiff <u>San Diego</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Trenton R. Kashima, Finkelstein & Krinsk LLP 550 West C Street, Ste. 1760, San Diego, CA 92101</p>	<p>DEFENDANTS CONSOLIDATED CLEANING SYSTEMS, LLC, f/k/a EXCEL MANAGEMENT SERVICES, LLC, GREG AUGUSTYN,</p> <p>County of Residence of First Listed Defendant <u>Douglas, NV</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) _____</p> <p style="text-align: right; font-size: 1.2em;">'17CV2526 BEN MDD</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		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 checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input 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
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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)

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input checked="" type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
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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 Section 216

Brief description of cause: Wage and Hour Class Action

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 12/18/2017 SIGNATURE OF ATTORNEY OF RECORD _____

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.

EXHIBIT A

CONSENT TO SUE

I hereby give my consent to file suit on my behalf under the Fair Labor Standards Act or any other state or federal laws. I hereby authorize my attorneys, Avanti Law Group, PLLC, to represent me in any Court or Agency.

CONSENTIMIENTO PARA DEMANDAR

Yo doy mi consentimiento a presentar esta demanda en mi nombre bajo el Acto de los Estándares Justos de Labor (Fair Labor Standards Act) o cualquier otra ley estatal o federal. Yo, por este conducto, autorizo a mis abogados, Avanti Law Group, PLLC, a representarme en cualquier Corte o Agencia.

Fecha/Date: 5/30/17



Signature

Chris Tiller

Printed Name

EXHIBIT B

CONSENT TO SUE

I hereby give my consent to file suit on my behalf under the Fair Labor Standards Act or any other state or federal laws. I hereby authorize my attorneys, Avanti Law Group, PLLC, to represent me in any Court or Agency.

CONSENTIMIENTO PARA DEMANDAR

Yo doy mi consentimiento a presentar esta demanda en mi nombre bajo el Acto de los Estándares Justos de Labor (Fair Labor Standards Act) o cualquier otra ley estatal o federal. Yo, por este conducto, autorizo a mis abogados, Avanti Law Group, PLLC, a representarme en cualquier Corte o Agencia.

Fecha/Date: 04/25 17

MARIA Ublasco
Signature

MARIA Ublasco
Printed Name

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consolidated Cleaning Systems Accused of Denying Employees Breaks and Wages](#)
