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FLORA ARMENTA

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

FLORA ARMENTA, individually
and on behalf of others similarly
situated;

Plaintiff,

vs.

STAFFWORKS, LLC, a California
limited liability company;

Defendants.

**COLLECTIVE, CLASS ACTION, AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY WAGES DUE
UNDER THE FAIR LABOR
STANDARDS ACT;**
- (2) FAILURE TO TIMELY PAY
REQUIRED WAGES UNDER STATE
LAW;**
- (3) FAILURE TO PAY MINIMUM
WAGE UNDER STATE LAW;**
- (4) FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS;**
- (5) FAILURE TO PAY ALL WAGES
UPON SEPARATION;**
- (6) VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION LAWS;
AND**
- (7) ENFORCEMENT OF
CALIFORNIA'S PRIVATE
ATTORNEYS GENERAL ACT.**

1 Plaintiff Flora Armenta (hereinafter referred to as “Plaintiff”), on behalf of
2 herself and those similarly situated, based upon facts which either have evidentiary
3 support, or are likely to have evidentiary support after a reasonable opportunity for
4 further investigation and discovery, alleges as follows:

5 **INTRODUCTION**

6 1. This is a hybrid collective action under the federal Fair Labor
7 Standards Act, 29 U.S.C. section 201, et seq. (the “FLSA”) as well as a F.R.C.P. 23
8 class action for violations of California state law. This is also a representative
9 action for enforcement of California’s Private Attorneys General Act (“PAGA”).

10 2. Defendant StaffWorks, LLC (“Defendant” or “StaffWorks”) is a
11 staffing company. It refused to compensate its employees, including Plaintiff, for
12 all of their hard work.

13 3. Plaintiff and her fellow non-exempt co-workers work, or formerly
14 worked, for StaffWorks, comprising a pool of workers who, through StaffWorks,
15 sought job placement with various companies.

16 4. StaffWorks, pursuant to its uniform compensation policy, required
17 Plaintiff and those similarly situated to partake in mandatory interviews, orientation,
18 training, and similar work-related tasks, at or with various companies who were
19 clients of StaffWorks. StaffWorks was legally required to pay its employees for that
20 work, but StaffWorks refused to.

21 5. StaffWorks’s failure to pay Plaintiff and those similarly situated results
22 in the underpayment of wages to its employees in violation of the FLSA, the
23 California Labor Code, the California Code of Regulations, California Industrial
24 Wage Commission (“IWC”) Wage Orders, California’s Unfair Competition Law
25 (“UCL”), Cal. Bus. & Prof. Code section 17200, *et seq.*, and the Fair Labor
26 Standards Act, 29 U.S.C. 201, *et seq.*

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over Plaintiffs' federal law claims pursuant to 28 U.S.C. sections 1331 and 1343(4) because these claims seek redress for violations of Plaintiffs' federal civil and statutory rights.

7. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. section 1367(a), because these claims are so closely related to Plaintiffs' federal wage and hour, discrimination and retaliation claims that they form parts of the same case or controversy under Article III of the United States Constitution.

8. This Court has jurisdiction over StaffWorks, because it is a California limited liability company and further conducts substantial business in California and intentionally availed itself to the laws and markets of California through operation of its business in California.

9. Venue is proper in the Southern District of California pursuant to 28 U.S.C. section 1391(b) and (c), as a substantial part of the events or omissions giving rise to the claims that occurred in this judicial District.

PARTIES

10. Plaintiff is, and at all relevant times was, a citizen of the state of California, and resident of San Diego County. Plaintiff was employed by Defendants from approximately March 2016 through May 2016.

11. Plaintiff is informed, believes, and based thereon alleges that StaffWorks, LLC is a California limited liability company and did business in San Diego County at all relevant times.

GENERAL ALLEGATIONS RELEVANT TO ALL CAUSES OF ACTION

12. StaffWorks owns an employment or staffing agency as designated by federal law and California law (e.g. within the meaning of California Industrial Welfare Commission ("IWC") Wage Orders, numbers 1-2001 through 17-2001, and MW-2014 and its predecessors, which are codified in California Code of

1 Regulations (“CCR”), Title 8, Sections 11010 through 11170 (hereinafter
2 collectively referred to as the “Wage Orders”).)

3 13. StaffWorks recruited, solicited, hired and employed, furnished
4 employment, and was an “employer” under federal and California law. StaffWorks
5 employed PLAINTIFF and those similarly situated, as temporary service employees
6 performing services for StaffWorks’s clients in numerous different industries.
7 Though, the clients and industries may have been different, all of the employees,
8 including Plaintiff, were subject to the same federal employment laws and
9 California state laws including those governing pay, an employer’s obligation to
10 maintain records, exemptions, minimum wages, overtime, expense reimbursement,
11 and an employer’s obligation to compensate workers for any hours they are
12 “suffered or permitted to work, whether or not required to do so.”

13 14. StaffWorks exercised control over the wages, hours, and/or working
14 conditions of Plaintiff and those similarly situated and engaged, suffered and/or
15 permitted Plaintiff and those similarly situated to work.

16 15. Plaintiff and those similarly situated were Defendant’s employees
17 under the FLSA and California Labor Code and were non-exempt from the
18 protections of the provisions of the FLSA and Labor Code referenced and from the
19 protections of the Wage Orders.

20 16. StaffWorks hired and entered into an employment relationship with the
21 temporary services employees, including Plaintiff. StaffWorks then required its
22 employees, including Plaintiff, to submit editable copies of the employee’s resume
23 (such as in Microsoft Word® format), so that StaffWorks could edit the resumes
24 themselves and control the information later seen by StaffWorks’s clients (such as
25 by deleting the employee contact information from the resume). StaffWorks did
26 this, in part, to maintain control over the communications between the temporary
27 employee candidate and the StaffWorks client considering the candidate for hire,
28 and to ensure that all relevant communications went through StaffWorks.

1 17. StaffWorks then required employees, like Plaintiff, to attend and
2 participate in mandatory meetings and telephonic communications relating to
3 prospective assignments, regularly consult with StaffWorks regarding the status of
4 assignments, provide information to StaffWorks regarding their availability, attend
5 interviews with StaffWorks's clients, undertake mandatory training, as well as travel
6 and do miscellaneous tasks related to each of the aforementioned activities, all
7 without any pay or reimbursement of expenses incurred.

8 18. StaffWorks entered into employment relationships with its temporary
9 services employees, including Plaintiff and those similarly situated, and then made
10 the employees work through an unpaid orientation.

11 19. StaffWorks then required employees, including Plaintiff, to participate
12 in an unpaid internal interview and on-boarding where employees were required to,
13 for instance, review the handbook and sit through explanations concerning the
14 policies contained therein.

15 20. StaffWorks would then control and dictate which interviews
16 employees, including Plaintiff, went on. StaffWorks dictated and told to employees,
17 including Plaintiff, who they would be interviewing with, when, where, and for
18 what position.

19 21. StaffWorks also trained its employees, including Plaintiff, to update
20 StaffWorks with information concerning their availability for assignments,
21 information concerning changes in their work experience, level of education, and
22 level of training and work-related skills, the processes employed to advise
23 employees regarding possible assignments, the processes employed when an
24 assignment has been accepted, including but not limited to the necessity of
25 attending Client orientations and/or interviews.

26 22. StaffWorks also maintained and trained its employees, including
27 Plaintiff, on StaffWorks's policy by which employees would be terminated after
28 excessive tardiness to work assignments.

1 23. Plaintiff is informed, believes, and based thereon alleges that thousands
2 of Class members currently employed by StaffWorks have undergone the internal
3 interview, training, and on-boarding, without the payment of wages for working
4 through it.

5 24. StaffWorks also required Plaintiff and those similarly situated to attend
6 separate Client orientations and/or interviews without the payment of wages for
7 time spent in those orientations and/or interviews.

8 25. After being placed with one of StaffWorks's clients, Plaintiff and those
9 similarly situated were often required to attend further and additional orientation
10 sessions and/or interviews for the purposes of evaluating and training employees on
11 specific job requirements and facets, such as the physical layout of the clients'
12 facilities, details relating to the nature of the tasks to be performed, and training
13 regarding the clients' internal policies and procedures. Employees, like Plaintiff,
14 were also required to participate in background checks, fill out forms, submit
15 fingerprints, sit for photos, review safety policies, and execute various job-related
16 documents.

17 26. StaffWorks also required its employees, including Plaintiff, to undergo
18 skills testing.

19 27. StaffWorks never paid Plaintiff or her similarly-situated colleagues for
20 any of this time. Moreover, Plaintiff and those similarly situated were never
21 reimbursed for expenses incurred by them in attending these orientations,
22 interviews, training, and background checks. These unreimbursed expenses
23 included, but were not limited to, expenses incurred traveling to client orientations
24 and/or interviews, expenses incurred traveling to facilities to submit photocopies
25 and fingerprinting, and expenses incurred submitting to skills testing.

26 28. StaffWorks required its employees, including Plaintiff, to attend all
27 mandatory interviews, meetings, and trainings, and then correspond with
28 StaffWorks regarding such interviews, and travel to and from such interviews – all

1 without paying them wages for any of the time spent engaged in such tasks and
2 without reimbursement for expenses incurred.

3 **ADDITIONAL FACTS SPECIFIC TO PLAINTIFF**

4 29. StaffWorks hired Plaintiff as a temporary service worker. Some of the
5 terms of Plaintiff's employment were the product of a standard oral agreement,
6 while other terms were implied from or incorporated from standard written materials
7 and uniform policies maintained by StaffWorks and from the conduct of the parties.

8 30. StaffWorks required Plaintiff to participate in a mandatory interview,
9 orientation, and to take a test to determine her proficiency in accounting and
10 bookkeeping.

11 31. StaffWorks required Plaintiff to regularly keep StaffWorks apprised of
12 her availability. Pursuant to StaffWorks's policies, Plaintiff had to and did call in
13 on a weekly basis to let StaffWorks know she was available to work. If StaffWorks
14 did not have an interview lined up for Plaintiff, it required her to continue reporting
15 in order to remain eligible for anticipated job openings. StaffWorks never paid
16 Plaintiff for the time she spent reporting her availability.

17 32. StaffWorks also required Plaintiff to participate in internal interviews.
18 StaffWorks representatives or staffing managers periodically called Plaintiff to
19 discuss her qualifications. During these interviews, Plaintiff and StaffWorks
20 discussed any new job-related skills that she had obtained since the last call.
21 StaffWorks never paid Plaintiff for the time she spent participating in the internal
22 interviews.

23 33. StaffWorks also directed Plaintiff to attend numerous interviews with
24 StaffWorks clients. In order to attend these interviews, Plaintiff reported to the
25 client's job site per StaffWorks's instructions. Once there, Plaintiff took part in an
26 interview, which usually lasted an hour or more. StaffWorks never paid Plaintiff for
27 the time she spent attending interviews.

1 34. Plaintiff incurred expenses attending required interviews. The majority
2 of interviews required Plaintiff to drive to the potential employer's job site.
3 Plaintiff incurred expenses related to her travel, such as paying for gas and mileage.
4 StaffWorks never reimbursed Plaintiff for the costs she incurred travelling to or
5 preparing for the interviews.

6 35. StaffWorks also required Plaintiff to participate in internal exit
7 interviews. StaffWorks required Plaintiff to report after every interview with its
8 clients, regardless of what time the interview ended. During these exit interviews,
9 StaffWorks required Plaintiff to answer questions about the client's interview,
10 including but not limited to whether the employer made an offer, the amount of the
11 offer, the amount of interviewees, and anticipated start dates if an offer was made.
12 StaffWorks required Plaintiff to participate in these exit interviews even when she
13 returned home from the client's interview late at night.

14 36. In addition, after StaffWorks placed Plaintiff, it required her to
15 participate in an exit interview once the job assignment ended. StaffWorks made
16 Plaintiff answer questions, including but not limited to why the assignment ended
17 and if there were additional opportunities within the company. StaffWorks never
18 paid Plaintiff for the time she spent participating in its exit interviews.

19 37. As a result of StaffWorks's failure to compensate Plaintiff for the
20 above-mentioned orientations, reporting, consultations, client interviews, related
21 travel, and other work, StaffWorks owes Plaintiff, among other things, unpaid
22 wages and penalties.

23 38. Furthermore, StaffWorks maintained and enforced a uniform policy by
24 which it regularly and consistently failed to provide Plaintiff and those similarly
25 situated with complete and accurate itemized wage statements stating the total hours
26 worked, gross wages earned, net wages earned, all applicable rates of pay and the
27 corresponding number of hours worked under each rate, all deductions, and accurate
28 accounting for all hours worked and wages paid to Plaintiff and those similarly

1 situated. StaffWorks also failed to record in ink or other identifiable form all
2 deductions from wages showing the month, day, and year, and failed to keep a copy
3 of the statements and records of deductions for three years at the place of
4 employment or at a central location in California.

5 39. In short, StaffWorks made Plaintiff and her similarly-situated
6 colleagues do a lot of compensable work, without paying them anything and without
7 reimbursing them for necessary expenses. In doing so, StaffWorks violated various
8 provisions of the FLSA and the California Labor Code, including, but not limited to,
9 California Labor Code Section 204.

10 40. StaffWorks also maintained and enforced a uniform policy by which it
11 regularly and consistently violated California Labor Code Sections 201, 202, and
12 203 by failing to pay Plaintiff and those similarly situated all unpaid wages within
13 72 hours after they voluntarily resigned their employment, or immediately when
14 their employment was involuntarily terminated.

15 41. StaffWorks acted knowingly and willfully. At a minimum, StaffWorks
16 knew or should have known that Plaintiff and those similarly situated were entitled
17 to receive all wages in full when due and payable in accordance with California and
18 Federal law.

19 42. Moreover, StaffWorks knew or should have known that it was required
20 to document the time involved in the performance of such work, maintain a written
21 record of such time, include such time and corresponding wage rates for such time
22 in wage statements as required in California Labor Code Section 226, calculate
23 gross and net wages for such time and include such calculations in the wage
24 statement required by California Labor Code Section 226. StaffWorks further knew
25 or should have known that it was required to maintain records of wages earned for
26 such time, pay wages to Plaintiff and those similarly situated for such time, and
27 distribute a wage statement to them, including references to such time and wages
28 earned. Nevertheless, StaffWorks repeatedly, as a matter of policy, failed and

1 refused to record such time and the wages owed, maintain records of such time and
2 wages owed, include such time, corresponding wage rates for such time, and the
3 gross and net wages earned for such time in the wage statements distributed to
4 Plaintiff and those similarly situated, and pay wages to Plaintiff and those similarly
5 situated for such time.

6 **FLSA COLLECTIVE ACTION ALLEGATIONS**

7 43. By its actions described in this complaint, Defendant violated the
8 FLSA and Plaintiff now brings a collective action for violations of the FLSA on
9 behalf of the COLLECTIVE ACTION GROUP which is defined as:

10 All persons nationwide who were, are, or will be employed by
11 Defendant as a temporary worker or in any other substantially similar
12 positions during the period commencing three years prior to the filing
of this Complaint and ending on the date as the Court shall determine.

13 44. To the extent equitable tolling operates to toll claims by the
14 COLLECTIVE ACTION GROUP against the Defendants, the applicable statute of
15 limitations and period for calculating damages should be adjusted accordingly. The
16 COLLECTIVE ACTION GROUP includes all such persons, whether or not they
17 were paid hourly, by piece rate, by commission, by salary, or by part hourly, part
18 commission and/or part salary.

19 45. Plaintiff brings this lawsuit on behalf of herself individually and the
20 COLLECTIVE ACTION GROUP as a collective action. Defendants are engaged in
21 communication, business, and transmission throughout the United States and are,
22 therefore, engaged in commerce within the meaning of 29 U.S.C. section 203(b).

23 46. The FLSA states that an employee must be compensated for all hours
24 worked, including all straight time compensation and overtime compensation. *See*
25 29 C.F.R. section 778.223 and 29 C.F.R. section 778.315.

26 47. Defendants have willfully engaged in a widespread pattern and practice
27 of violating the provisions of the FLSA by failing to pay required wages.
28

1 48. This action meets all prerequisites for the maintenance of a collective
2 action under the FLSA. Specifically:

3 (a) The persons who comprise the COLLECTIVE ACTION GROUP
4 exceed 100 persons and are therefore so numerous that the joinder of all such
5 persons is impracticable and the disposition of their claims as a class will
6 benefit the parties and the Court;

7 (b) Nearly all factual, legal, statutory, declaratory and injunctive
8 relief issues that are raised in this Complaint are common to the
9 COLLECTIVE ACTION GROUP and will apply uniformly to every member
10 of the COLLECTIVE ACTION GROUP;

11 (c) The claims of the representative Plaintiff are typical of the claims
12 of each member of the COLLECTIVE ACTION GROUP. Plaintiff, like all
13 other members of the COLLECTIVE ACTION GROUP, was subjected to
14 Defendant's illegal practice of failing to pay all required wages, failing to
15 reimburse employees for expenses, and failing to provide accurate wage
16 statements. Plaintiff sustained economic injury as a result of Defendant's
17 employment practices. Plaintiff and the members of the COLLECTIVE
18 ACTION GROUP were and are similarly or identically harmed by the same
19 unlawful, deceptive, unfair and pervasive pattern of misconduct engaged in
20 by the Defendant; and

21 (d) The representative Plaintiff will fairly and adequately represent
22 and protect the interest of the COLLECTIVE ACTION GROUP, and has
23 retained attorneys who are competent and experienced in similar litigation.
24 There are no material conflicts between the claims of the representative
25 Plaintiff and the members of the COLLECTIVE ACTION GROUP that
26 would make collective treatment inappropriate. Counsel for the
27 COLLECTIVE ACTION GROUP will vigorously assert the claims of the
28 entire COLLECTIVE ACTION GROUP.

THE CALIFORNIA CLASS

49. Plaintiff also brings claims under California Law as a class action pursuant to F.R.C.P., Rule 23 on behalf of a CALIFORNIA CLASS which consists of:

All employees of Defendant in California who were, are, or will be employed as temporary employees, or any similarly situated positions, during the period four years prior to the filing of this Complaint and ending on the date as determined by the Court.

50. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against Defendant, the applicable statute of limitations or recovery period should be adjusted accordingly. The CALIFORNIA CLASS includes all such persons, whether or not they were paid by commission, by salary, by piece rate, or by part commission, part piece rate, and/or part salary. At least one member of the CALIFORNIA CLASS is a citizen of a state other than California, Plaintiff is informed and believes that the amount in controversy in the Complaint exceeds the sum or value of \$5,000,000.

51. Defendant, as a matter of corporate policy, practice and procedure, and in violation of the applicable California Labor Code, Industrial Welfare Commission ("IWC") Wage Order Requirements, and other applicable provisions of California law, intentionally, knowingly, and willfully refused to pay all compensation owed to the Plaintiff and the other members of the CALIFORNIA CLASS for their hours worked, failed to reimburse them for expenses, and failed to provide accurate itemized wage statements to the CALIFORNIA CLASS.

52. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in F.R.C.P. 23, in that:

(a) The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

1 (b) Nearly all factual, legal, statutory, declaratory and injunctive
2 relief issues that are raised in this Complaint are common to the
3 CALIFORNIA CLASS will apply uniformly to every member of the
4 CALIFORNIA CLASS;

5 (c) The claims of the representative Plaintiff are typical of the claims
6 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all other
7 members of the CALIFORNIA CLASS, was subjected to Defendant's illegal
8 practice of refusing to pay all wages, and to provide accurate wage
9 statements. Plaintiff sustained economic injury as a result of Defendant's
10 employment practices. Plaintiff and the members of the CALIFORNIA
11 CLASS were and are similarly or identically harmed by the same unlawful,
12 deceptive, unfair and pervasive pattern of misconduct engaged in by the
13 Defendant; and

14 (d) The representative Plaintiff will fairly and adequately represent
15 and protect the interest of the CALIFORNIA CLASS, and has retained
16 attorneys who are competent and experienced in Class Action litigation.
17 There are no material conflicts between the claims of the representative
18 Plaintiff and the members of the CALIFORNIA CLASS that would make
19 class certification inappropriate. Counsel for the CALIFORNIA CLASS will
20 vigorously assert the claims of all Class Members.

21 53. In addition to meeting the statutory prerequisites to a Class Action, this
22 action is properly maintained as a Class Action pursuant to F.R.C.P. 23, in that:

23 (a) Without class certification and determination of declaratory,
24 injunctive, statutory and other legal questions within the class format,
25 prosecution of separate actions by individual members of the CALIFORNIA
26 CLASS will create the risk of:

27 1) Inconsistent or varying adjudications with respect to
28 individual members of the CALIFORNIA CLASS which would

1 establish incompatible standards of conduct for the parties opposing the
2 CALIFORNIA CLASS; and/or,

3 2) Adjudication with respect to individual members of the
4 CALIFORNIA CLASS which would as a practical matter be
5 dispositive of interests of the other members not party to the
6 adjudication or substantially impair or impede their ability to protect
7 their interests.

8 (b) The parties opposing the CALIFORNIA CLASS have acted or
9 refused to act on grounds generally applicable to the CALIFORNIA CLASS,
10 making appropriate class-wide relief with respect to the CALIFORNIA
11 CLASS as a whole.

12 (c) Common questions of law and fact exist as to the members of the
13 CALIFORNIA CLASS, with respect to the practices and violations of
14 California Law as listed above, and predominate over any question affecting
15 only individual members, and a Class Action is superior to other available
16 methods for the fair and efficient adjudication of the controversy, including
17 consideration of:

18 1) The interests of the members of the CALIFORNIA
19 CLASS in individually controlling the prosecution or defense of
20 separate actions;

21 2) The extent and nature of any litigation concerning the
22 controversy already commenced by or against members of the
23 CALIFORNIA CLASS;

24 3) The desirability or undesirability of concentrating the
25 litigation of the claims in the particular forum;

26 4) The difficulties likely to be encountered in the
27 management of a Class Action; and,
28

1 5) The basis of Defendant's conduct towards Plaintiff and the
2 CALIFORNIA CLASS.

3 54. The class is ascertainable.

4 55. Furthermore, Defendant maintains records from which the Court can
5 ascertain and identify by job title each of Defendant's employees who have been
6 systematically, intentionally and uniformly subjected to Defendant's unlawful
7 behavior. The records of Defendant will identify which employees failed to receive
8 the compensation to which they were entitled, who failed to have all hours worked
9 properly recorded, and who failed to receive complete business expense
10 reimbursement.

11 **FIRST CAUSE OF ACTION**

12 **BY PLAINTIFF ON BEHALF OF HERSELF AND COLLECTIVELY ON**
13 **BEHALF OF THOSE SIMILARLY SITUATED FOR FAILURE TO PAY**
14 **WAGES DUE UNDER THE FLSA**
 (Collective Action under the FLSA)

15 56. Plaintiff re-alleges and incorporates by reference each and every
16 allegation set forth in the preceding paragraphs.

17 57. Defendant knowingly, willfully, and intentionally, failed to compensate
18 Plaintiffs and the COLLECTIVE ACTION GROUP all wages due and owed under
19 the FLSA, including agreed-upon wages and the applicable minimum hourly wage
20 as mandated by 29 U.S.C. section 206(a).

21 58. Because of Defendant's willful violation of the FLSA, Plaintiffs are
22 entitled to recover from Defendants, jointly and severally, their unpaid wages, and
23 an equal amount in the form of liquidated damages, as well as reasonable attorneys'
24 fees and costs of the action, including pre-judgment interest, pursuant to FLSA, all
25 in an amount to be determined at trial. *See* 29 U.S.C. section 216(b).

SECOND CAUSE OF ACTION
BY PLAINTIFF ON BEHALF OF HERSELF AND THE CLASS FOR
FAILURE TO TIMELY PAY REQUIRED WAGES UNDER STATE LAW
(Class Action under F.R.C.P. 23)

59. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

60. California Labor Code, Sections 204 and 223, together with the Wage Orders and the common law, require that employers like StaffWorks pay its employees, including Plaintiff and the CALIFORNIA CLASS, all agreed-upon wages at least twice each calendar month.

61. Defendant violated California Law, including Sections 204 and 223, by failing to pay Plaintiff and THE CALIFORNIA CLASS their agreed upon wages for things like: (a) Attendances at or participation in orientations, client interviews, and other meetings; (b) Attendance at or participation in meetings and communications with StaffWorks to report or consult regarding the status of current, past, or prospective assignments, and their availability for assignments; and (c) Participation in training sessions regarding workplace safety, job skills, and the use of StaffWorks's or StaffWorks's clients' mandatory processes.

62. StaffWorks at all times knew or had reason to know that Plaintiff and those similarly situated were performing the aforementioned work without pay and deprived Plaintiff and those similarly situated of wages for work performed by them.

63. As a direct and proximate result of StaffWorks's willful refusal to pay all wages due to Plaintiff and those similarly situated, StaffWorks is liable for wages owing and unpaid, with interest thereon, and all applicable penalties, liquidated damages, attorneys' fees and costs.

THIRD CAUSE OF ACTION

**BY PLAINTIFF ON BEHALF OF HERSELF AND THOSE
SIMILARLY SITUATED FOR FAILURE TO PAY
MINIMUM WAGE UNDER STATE LAW
(Class Action under F.R.C.P. 23)**

64. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

65. California Labor Code Sections 223, 1194, 1197, 1199, and the applicable Wage Orders, make it unlawful to pay less than the minimum wage established by law.

66. StaffWorks repeatedly failed to pay Plaintiff and those similarly situated the minimum wage for all hours worked, violating California law.

67. As a direct result, Plaintiff and those similarly situated have been denied full compensation for all hours worked by them, including but not limited to minimum wages for hours worked.

68. Plaintiff and those similarly situated are entitled to recover wages from StaffWorks, in an amount to be proven at trial, as well as all available penalties, liquidated damages, interest, costs, and attorneys' fees.

FOURTH CAUSE OF ACTION

**BY PLAINTIFF ON BEHALF OF HERSELF AND THOSE
SIMILARLY SITUATED FOR FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE STATEMENTS UNDER STATE LAW
(Class Action under F.R.C.P. 23)**

69. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

70. California Labor Code section 226(a) and the related Wage Orders require StaffWorks to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and those similarly situated and keep the records on file at the place of employment or at a central location in California. StaffWorks knowingly and intentionally failed to comply

1 with California Labor Code section 226(a) and the Wage Orders with respect to
2 wage statements it provided to Plaintiff and those similarly situated.

3 71. California Labor Code section 1174 and the Wage Orders also require
4 StaffWorks to maintain and preserve, at the place of employment or at a central
5 location within the State of California, among other items, accurate records showing
6 the names and addresses of all employees employed, payroll records accurately
7 showing the hours worked daily and the wages paid to its employees.

8 72. StaffWorks knowingly and intentionally failed to comply with these
9 requirements in violation of the California Labor Code and the related Wage Orders.

10 73. California Labor Code section 226(a) and the Wage Orders also
11 provide that every employer shall, semimonthly or at the time of each payment of
12 wages, furnish each of its employees an accurate itemized statement in writing
13 showing gross wages earned, total hours worked by the employee, all deductions,
14 net wages earned, the inclusive dates of the period for which the employee is paid,
15 the name of the employee and the employee's social security number (or an
16 employee identification number), the name and address of the legal entity that is the
17 employer, and all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee.
19 California Labor Code section 226(a) mandates that deductions made from
20 payments of wages shall be recorded in ink, properly dated, and a copy of the
21 statement or a record of deductions kept on file by the employer for at least three
22 years. Moreover, the Wage Orders require StaffWorks to maintain time records for
23 each employee showing, including but not limited to, when the employee begins and
24 ends each work period, meal periods, and total daily hours worked in itemized wage
25 statements, and must show all deductions from payment of wages, and accurately
26 report total hours worked by Plaintiff and those similarly situated.

1 74. StaffWorks regularly and consistently, knowingly and intentionally,
2 failed to provide Plaintiff and those similarly situated with complete and accurate
3 wage statements.

4 75. Pursuant to California Labor Code section 226(e), each employee
5 suffering injury as a result of knowing and intentional failure by an employer to
6 comply with California Labor Code section 226(a) is entitled to recover the greater
7 of all actual damages or \$50 for the initial pay period in which a violation occurs
8 and \$100 per employee for each violation in a subsequent pay period, not exceeding
9 an aggregate penalty of \$4,000 and is entitled to an award of costs and reasonable
10 attorneys' fees. Moreover, an employee is entitled under California labor Code
11 section 226(g) to injunctive relief to ensure compliance with California Labor Code
12 section 226 and is entitled to an award of costs and reasonable attorneys' fees.

13 **FIFTH CAUSE OF ACTION**

14 **BY PLAINTIFF ON BEHALF OF HERSELF AND THOSE SIMILARLY** 15 **SITUATED FOR FAILURE TO PAY ALL WAGES UPON SEPARATION** **(Class Action under F.R.C.P. 23)**

16 76. Plaintiff re-alleges and incorporates by reference each and every
17 allegation set forth in the preceding paragraphs.

18 77. California Labor Code section 201 provides that if an employer
19 discharges an employee, the wages earned and unpaid at the time of discharge are
20 due and payable immediately.

21 78. California Labor Code section 202 provides that an employee is
22 entitled to receive all unpaid wages no later than 72 hours after an employee quits
23 his or her employment, unless the employee has given 72 hours' previous notice of
24 his or her intention to quit, in which case the employee is entitled to his or her
25 wages at the time of quitting.

26 79. California Labor Code section 203 provides that if an employer
27 willfully fails to pay wages owed in accordance with California Labor Code
28 sections 201 and 202, then the wages of the employee shall continue as a penalty

1 from the due date, and at the same rate until paid, but the wages shall not continue
2 for more than thirty (30) days.

3 80. Plaintiff and those similarly situated, whose employment with
4 StaffWorks ended, were entitled to be promptly paid compensation by StaffWorks
5 as required by California Labor Code sections 201 and 202. Plaintiff and those
6 similarly situated were not fully paid all wages due to them within the time required
7 by California Labor Code sections 201 and 202. Accordingly, Plaintiff and those
8 similarly situated seek the payment of California Labor Code section 203 penalties,
9 along with all applicable interest, costs, penalties, liquidated damages, and
10 attorneys' fees, in an amount according to proof at trial.

11 **SIXTH CAUSE OF ACTION**

12 **BY PLAINTIFF ON BEHALF OF HERSELF AND THOSE SIMILARLY** 13 **SITUATED FOR VIOLATION OF CALIFORNIA'S UNFAIR** 14 **COMPETITION LAWS** **(Class Action under F.R.C.P. 23)**

15 81. Plaintiff re-alleges and incorporates by reference each and every
16 allegation set forth in the preceding paragraphs.

17 82. Plaintiff and those similarly situated suffered direct injury as a result of
18 StaffWorks's conduct, as alleged above. StaffWorks's deprivation of Plaintiff and
19 those similarly situated' wages and StaffWorks's provision of inaccurate wage
20 statements, are unlawful business practices within the meaning of California's
21 Unfair Competition Laws, Business and Professions Code sections 17200 *et seq.*,
(the "UCL").

22 83. Under the UCL, including but not limited to Section 17201, 17203, and
23 17208, Plaintiff asserts standing on her own behalf and on behalf of those similarly
24 situated. Plaintiff and those similarly situated seek, among others, restitution of
25 compensation due.
26
27
28

1 84. StaffWorks committed violations of law, including but not limited to:
2 (i) violations of the California Labor Code for failure to compensate Plaintiff and
3 those similarly situated for all hours worked; (ii) violations of the California Labor
4 Code for failure to provide accurate wage statements to Plaintiff and those similarly
5 situated; (iii) violations of the California Labor Code for failure to provide Plaintiff
6 and those similarly situated agreed wages for all hours they worked; (iv) violations
7 of the California Labor Code for failure to timely pay all earned wages to Plaintiff
8 and those similarly situated upon discharge; (v) violations of the California Labor
9 Code for failure to pay all earned wages owed to Plaintiff during employment; (vi)
10 violations of the California Labor Code for failure to reimburse Plaintiff and those
11 similarly situated for all necessary expenditures; and (vii) violations of the
12 California Labor Code for failure to keep accurate records.

13 85. StaffWorks's unfair and unlawful business practices have imposed
14 harm on its employees and its competitors and will continue to do so until abated.
15 As a result of these unfair and unlawful business practices, StaffWorks retained
16 monies belonging to Plaintiff and those similarly situated and was unjustly enriched
17 at the expense of Plaintiff and those similarly situated. Plaintiff and those similarly
18 situated are entitled to restitution of the monies withheld and retained by
19 StaffWorks and are also entitled to a preliminary and permanent injunction
20 requiring StaffWorks to cease all illegal practices, to pay all outstanding wages due
21 to Plaintiff and those similarly situated, and to provide accurate and complete wage
22 statements.

23 86. As a direct and proximate result of StaffWorks's conduct, Plaintiff and
24 those similarly situated suffered injury and loss of money.

25 87. This action will result in the enforcement of an important right
26 affecting the public interest. The conduct of StaffWorks as alleged here has been
27 and continues to be unfair, unlawful, and harmful to Plaintiff and those similarly
28 situated, as well as the general public. Accordingly, under Code of Civil Procedure

1 section 1021.5, Plaintiff and those similarly situated are entitled to an award of
2 reasonable attorneys' fees according to proof.

3 **SEVENTH CAUSE OF ACTION**

4 **REPRESENTATIVE ACTION BY PLAINTIFF ON BEHALF OF** 5 **HERSELF AND THOSE SIMILARLY SITUATED FOR** 6 **ENFORCEMENT OF PAGA**

7 88. Plaintiff re-alleges and incorporates by reference each and every
8 allegation set forth in the preceding paragraphs.

9 89. PAGA permits aggrieved employees, like Plaintiff, to recover civil
10 penalties for violations of numerous Labor Code sections. *See* Cal. Lab. Code,
11 section 2699.5.

12 90. Defendant's conduct, as alleged above, violates numerous sections of
13 the California Labor Code, including, but not limited to, the following:

14 a. Labor Code sections 201, 202, 203, 204, and 223 for failure to
15 timely pay Plaintiff and other aggrieved employees all earned wages;

16 b. Labor Code sections 223, 1194, 1197, and 1199 for failure to pay
17 Plaintiff and other aggrieved employees all mandatory minimum wages;

18 c. Labor Code section 226, for failure to provide accurate wage
19 statements to Plaintiff and other aggrieved employees;

20 d. Labor Code section 1174, for failure to maintain accurate
21 employment records related to Plaintiff's and other aggrieved employees'
22 work; and

23 e. Labor Code section 2802, for Defendant's failure to indemnify or
24 reimburse Plaintiff and other aggrieved employees for necessary business-
25 related expenses.

26 91. Plaintiff has complied with all administrative requirements and pre-
27 conditions contained within California Labor Code section 2699.3. Plaintiff
28 notified the PAGA authorities of these violations and her intent to bring a

1 representative action, and waited the prescribed period of time. Plaintiff has not
2 received any response from the PAGA authorities.

3 92. Pursuant to PAGA and, in particular, California Labor Code sections
4 2699, 2699.3, and 2699.5, Plaintiff is entitled to and hereby seeks to recover civil
5 penalties against Defendant, in addition to reasonable attorney fees and costs, on
6 behalf of herself and all other similarly-aggrieved current and former employees for
7 violation of the Labor Code sections referenced in this Complaint.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff on her own behalf and on the behalf of those similarly
10 situated, prays for judgment as follows:

- 11 1. For an order certifying the federal claims as a collective action;
- 12 2. For an order certifying as a class action, under Rule 23, the state law
13 claims;
- 14 3. For consequential damages according to proof;
- 15 4. For statutory damages and penalties, including civil penalties due under
16 The PAGA, according to proof;
- 17 5. For a declaration that StaffWorks violated the rights of Plaintiff and
18 those similarly situated under the California Labor Code and the FLSA;
- 19 6. For liquidated damages according to proof pursuant to California Labor
20 Code section 1194.2 and the FLSA;
- 21 7. For waiting time penalties according to proof pursuant to California
22 Labor Code section 203;
- 23 8. That StaffWorks be ordered to show cause why it should not be
24 enjoined and ordered to comply with the applicable Labor Code and FLSA
25 provisions related to employee classification, minimum wage compensation,
26 overtime compensation, and record keeping for StaffWorks's employees; and for an
27 order enjoining and restraining StaffWorks and its agents, servants, and employees
28 related thereto;

1 9. For restitution to Plaintiff and those similarly situated of all funds
2 unlawfully acquired by StaffWorks by means of any acts or practices declared by
3 this Court to violate the mandates established by California's UCL;

4 10. For an injunction to prohibit StaffWorks to engage in the unfair
5 business practices complained of here;

6 11. For an injunction requiring StaffWorks to give notice to persons to
7 whom restitution is owing of the means by which to file for restitution;

8 12. For actual damages or statutory penalties according to proof as set forth
9 in California Labor Code section 226;

10 13. For pre-judgment interest as allowed by California Labor Code sections
11 218.5 or 1194 and California Civil Code section 3287;

12 14. For reasonable attorneys' fees, expenses and costs as provided by
13 California Labor Code sections 226 or 1194 and Code of Civil Procedure section
14 1021.5 and the FLSA; and

15 15. For such other relief that the court may deem just and proper.

16 **REQUEST FOR JURY TRIAL**

17 Plaintiff hereby requests a Trial by Jury.

18
19 Respectfully submitted:

20 Dated: January 3, 2017

NICHOLAS & TOMASEVIC, LLP

21 By: /s/ Alex Tomasevic
22 Craig M. Nicholas (SBN 178444)
23 Alex Tomasevic (SBN 245598)
24 David G. Greco (SBN 299635)
25 Attorneys for Plaintiff
26 FLORA ARMENTA
27 225 Broadway, 19th Floor
28 San Diego, CA 92101
 Telephone: (619) 325-0492
 Facsimile: (619) 325-0496
 Email: cnicholas@nicholaslaw.org
 Email: atomasevic@nicholaslaw.org
 Email: dgreco@nicholaslaw.org

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

FLORA ARMENTA, individually and on behalf of others similarly situated.

(b) County of Residence of First Listed Plaintiff San Diego, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Craig M. Nicholas | Alex Tomasevic | David G. Greco
NICHOLAS & TOMASEVIC, LLP
225 Broadway, Floor 19, San Diego, CA 92101

DEFENDANTS

STAFFWORKS, LLC; a California limited liability company.

County of Residence of First Listed Defendant San Diego, CA
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

E. Joseph Connaughton
Paul, Plevin, Sullivan & Connaughton LLP
101 W Broadway, 9th Floor, San Diego, CA 92101-8285

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input 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 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fair Labor Standards Act, 29 U.S.C. § 206(a)

Brief description of cause:

Failure to Pay Minimum Wage under the Fair Labor Standards Act

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$
5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/03/2017

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

OPT-IN CONSENT FORM

Armenta v. StaffWorks, LLC

Southern District of California, Civil Action No. _____

Complete and return to: David G. Greco, Esq.
Nicholas & Tomasevic, LLP
225 Broadway, 19th Floor
San Diego, California 92101
(619) 325-0492/ fax (619) 325-0496
E-mail: dgreco@nicholaslaw.org

Name: Flora Armenta

Address: 3123 Sweetwater Springs Blvd 78

City: Spring Valley State: CA Zip: 91978

Telephone: 619-339-5679 E-mail: floracsi@yahoo.com

CONSENT TO JOIN COLLECTIVE ACTION

Pursuant to the Fair Labor Standards Act, 29 U.S.C. §216(b)

1. I consent and agree to pursue my claims arising out of the work I performed for StaffWorks, LLC in connection with the above-referenced lawsuit.
2. I was a temporary services employee from about March 2016 (month, year) to about May 2016 (month, year).
3. I understand that this lawsuit is brought under the Fair Labor Standards Act, 29 U.S.C. §201, et seq. I hereby consent, agree, and "opt-in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.
4. I hereby designate the Nicholas & Tomasevic, LLP and Glick Law Group, P.C. to represent me for all purposes in this action.
5. I also designate Plaintiffs in this action, the collective action representatives, as my agents to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs' Counsel concerning attorneys' fees and costs (with the understanding that Plaintiffs' Counsel are being paid on a contingency fee basis, which means that if there is not recovery, there will be no attorneys' fees), and all other matters pertaining to this lawsuit.

Signature: Flora Armenta Date: 12/20/2016

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [StaffWorks, LLC Hit with Class Action Over Unpaid Wages](#)
