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Counsel for Plaintiff and the Proposed Classes

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

SABRINA M. BANKS, individually and on
behalf of others similarly situated,

Plaintiff,

v.

PYRAMID CONSULTING, INC.,

Defendant.

Case No.: '18CV0078 H JLB

CLASS ACTION

COMPLAINT

DEMAND FOR JURY TRIAL

1 COMES NOW Plaintiff Sabrina M. Banks (“Plaintiff” or “Banks”), by and through
2 undersigned counsel, and for her Complaint against Defendant Pyramid Consulting, Inc.
3 (“Pyramid” or “Defendant”), states as follows:

4 **JURISDICTION AND VENUE**

5 1. The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), authorizes
6 court actions by private parties to recover damages for violation of wage and hour provisions
7 contained within the FLSA. Jurisdiction of this Court is proper pursuant to 29 U.S.C. § 216(b)
8 and 28 U.S.C. § 1331.

9 2. Venue in this District is proper under 28 U.S.C. § 1391(b) because a substantial
10 part of the events or omissions giving rise to the claim occurred in this District in that
11 Defendant hired, controlled, and compensated employees, including Plaintiff at her work
12 location in San Diego, California.

13 3. Banks is a citizen of the United States who was employed by Pyramid pursuant
14 to a “Consultant Agreement” (*i.e.*, as a “Consultant”) from July 10, 2013 to July 8, 2016.
15 Plaintiff and those similarly situated are individual workers engaged in commerce or in the
16 production of goods for commerce.

17 4. Pyramid is a corporation based in Alpharetta, Georgia and works with large
18 enterprises and fast-growing small- or medium-sized businesses to provide Information
19 Technology Staffing and Enterprise Solutions.

20 5. Pyramid is an enterprise engaged in commerce or in the production of goods for
21 commerce within the meaning of 29 U.S.C. § 203(s) in that Defendant had, at all relevant
22 times, two (2) or more employees handling, selling, or otherwise working on goods or
23 materials that have been moved in, or produced for, interstate commerce and Defendant had
24 annual gross volume of sales made or business conducted of at least five hundred thousand
25 dollars (\$500,000.00).

26 6. Pyramid is an “employer” of Plaintiff and all similarly situated individuals
27 within the meaning of 29 U.S.C. § 203(d), as it operates, controls and manages its employees
28 and possesses power to hire and fire, supervises and controls work schedules or conditions of

1 employment, determines rates and methods of payment, and maintains employment records.

2 **PARTIES**

3 7. Pyramid hired Plaintiff Banks as a Consultant at an hourly rate of \$40 per hour
4 on June 24, 2013. Plaintiff worked at or around this hourly rate through approximately July
5 8, 2016.

6 8. The terms of employment with Pyramid were most commonly specified in
7 Pyramid's form Consultant Agreements and relevant form attachments such as Defendant's
8 uniform work orders. The documents refer to Plaintiff and others similarly situated as
9 "Consultant[s]."

10 9. Plaintiff similarly hired the following Consultants who provide consent to join
11 in this Complaint:

- 12 a. Thomas Brown ("Brown"), at an hourly rate of \$35 per hour on May 9,
13 2013. Brown worked at or around this hourly rate through approximately
14 December 21, 2014;
- 15 b. Samuel Lewis ("Lewis"), at an hourly rate of \$30 per hour on August 13,
16 2013. Lewis worked at or around this hourly rate through approximately
17 April 6, 2014;
- 18 c. Mose Long, Jr. ("Long"), at an hourly rate of \$45 per hour on March 5,
19 2014. Long worked at or around this hourly rate through approximately
20 September 21, 2014;
- 21 d. Lystra Soogrim-Belvey ("Soogrim-Belvey"), at an hourly rate of \$40 per
22 hour on September 9, 2015. Soogrim-Belvey worked at or around this
23 hourly rate through approximately March 13, 2016;
- 24 e. Julian Votraw ("Votraw"), at an hourly rate of \$39 per hour on January
25 30, 2014. Votraw worked at or around this hourly rate through
26 approximately February 21, 2016; and
- 27 f. Randy Wooding ("Wooding"), at an hourly rate of \$39 per hour on May
28 22, 2014. Wooding worked at or around this hourly rate through

1 approximately April 24, 2016.

2 Consent forms for Banks and these individuals (“Opt-in Plaintiffs”) are attached hereto as
3 Exhibit A.

4 10. Under the terms of the form employment contracts and work order attachments,
5 Plaintiff’s primary duties as a Consultant were to perform work for Defendant and
6 Defendant’s specified client(s) (“Client(s)”) as set forth in the applicable work orders.

7 **TELECOMMUNICATIONS CLIENTS AND CONSULTANT JOB DUTIES**

8 11. Defendant’s Clients include telecommunications companies, such as AT&T
9 Services, Inc. (“AT&T”) and Verizon Corporate Services Group Inc. (“Verizon”).
10 Defendant’s Telecommunications Clients routinely sought contract labor through Defendant
11 for individuals to perform non-exempt work at hourly rates with payroll, timekeeping, and
12 recordkeeping functions to be performed and monitored by Defendant.

13 12. To compete for business with telecommunications Clients, Defendant routinely
14 and frequently underbilled such Clients for hours worked by its Consultants, affirmatively
15 instructed its Consultants and its own supervisory employees to do the same, discouraged
16 recording of overtime or accurate tracking of hours worked, and/or turned a blind eye to the
17 falsification and underreporting of Consultant hours worked.

18 13. To compete for business with telecommunications Clients, Defendant routinely
19 and frequently offered to engage in a rate-splitting scheme, splitting pay rates for hours
20 worked by its Consultants into a taxable and non-taxable portion, without regards to whether
21 such split was lawful or proper (*e.g.*, lawfully reimbursable or properly excluded or
22 excludable from the regular rate of pay).

23 14. Plaintiff performed work for Defendant as a Consultant for Defendant’s Client,
24 AT&T, under AT&T’s provided job title “Project Manager,” assigned to AT&T’s 337 Trade
25 Street, San Diego, California facility location.

26 15. Plaintiff’s job duties at AT&T included routine office work related to scheduling
27 and achieving project goals by coordinating between departments and teams as part of
28 assigned projects related to the construction and/or maintenance of cellphone sites.

1 16. Similarly situated Consultants performed work as directed by their form
2 contracts with Defendant for Defendant's specified Clients at the Clients' designated
3 addresses, related to telecommunications networks, including, *inter alia*:

- 4 a. Brown worked for Defendant's Client, AT&T, under the job title
5 "Program Manager";
6 b. Lewis worked for Defendant's Client, AT&T, under the job title "Project
7 Manager";
8 c. Long worked for Defendant's Client, AT&T, under the job title "Project
9 Manager";
10 d. Soogrim-Belvey worked for Defendant's Client, AT&T, under the job
11 title "Site Build Out Administration";
12 e. Votraw worked for Defendant's Client, AT&T, under the job title "Project
13 Manager"; and
14 f. Wooding worked for Defendant's Clients, AT&T and AT&T Tech
15 Mahindra, under the job title "Test Architect."

16 17. Plaintiff and similarly situated Consultants, regardless of job title with
17 Defendant's Clients, primarily engaged in routine office work related to scheduling and
18 achieving project goals by coordinating between departments and teams as part of assigned
19 projects related to the construction and/or maintenance of cellphone sites, were compensated
20 at an hourly rate, and no exemptions under the FLSA applies. *See* 29 U.S.C. § 213(a); 29
21 C.F.R. § 541.

22 18. In many – if not all – instances, Defendant's Consultants and/or Clients
23 explicitly informed Defendant not only that the Client's positions did not require
24 sophisticated technical, programming, or computer skills, but also that they had been hired
25 despite lacking any such technical skills, further indicating that the computer-employee
26 exemption (*i.e.*, 29 U.S.C. § 213(a)(17), was inapplicable to the work performed by these
27 Consultants.

28 19. Plaintiff and those similarly situated Consultants were at all material times non-

1 exempt employees of Defendant, and were classified and paid by Defendant as non-exempt
2 employees, for purposes of the payment of overtime wages and the recordkeeping
3 requirements under the FLSA, and no exemption applies.

4 **FAILURE TO MAINTAIN PROPER WAGE AND HOUR RECORDS**

5 20. Defendant refused and failed to pay Consultants for all hours worked for
6 Defendant.

7 21. Defendant refused to pay Consultants for hours worked for Defendant that were
8 not authorized by its Clients to be billed to Defendant's Clients.

9 22. Defendant failed to maintain accurate wage and hour records, in that no effort
10 was made to ensure or document that employees worked or adhered to a fixed daily and/or
11 weekly schedule. *See* 29 C.F.R. § 516; *see also* US. Dept. of Labor, Field Operations
12 Handbook § 30a02 (Last Rev. 11/17/2016).

13 23. Defendant was or should have been aware that Plaintiff and similarly situated
14 Consultants were routinely instructed by Defendant's supervisory employees and/or Clients
15 to record no more than eight (8) hours in a day, record no more than forty (40) hours in a
16 workweek, that the recording of overtime must be either pre-approved or was prohibited,
17 discouraged Consultants from recording overtime, instituted a no overtime policy, and that
18 all assigned tasks must be completed within Client-specified timeframes and deadlines, such
19 that often times, Client- and Consultant-recorded time did not accurately or fully reflect the
20 actual hours worked by Consultants for Defendant, work which routinely exceeded forty (40)
21 hours in a week.

22 24. Defendant's uniform work orders further indicated a policy of splitting
23 compensation between the taxable hourly or monthly wages at the "Consultant's Rate" and
24 the non-taxable per diem wage/rate, which would revert to taxable income after the first
25 twelve (12) months.

26 25. The "Consultant's Rate" is an hourly or monthly pay rate calculated based on
27 exclusion of a "tax free" amount (*i.e.*, "per diem" payment) from the total weekly amount of
28 compensation paid to Consultants.

1 26. The “Consultant’s Rate” is an hourly or monthly pay rate which is less than the
2 regular rate agreed upon between Defendant and its Consultants.

3 27. Defendant based its payment of overtime compensation to Plaintiff and other
4 similarly situated Consultants on the Consultant’s Rates alone—not on the lawful regular
5 rate— resulting in lower overtime rates and wages paid to Consultants for hours worked in
6 excess of forty (40) in any given workweek.

7 28. For example, in the case of Plaintiff, Plaintiff’s \$40 per hour rate of
8 compensation was split into a \$28 per hour “Consultant’s Rate,” and the remainder of \$12
9 per hour was paid at a “per diem” payment/rate.

10 29. Defendant paid Plaintiff overtime at a time-and-a-half rate based on the \$28 per
11 hour “Consultant’s Rate”—not the lawful regular rate, (*i.e.*, \$40 per hour).

12 30. Relevant provisions of the FLSA (*i.e.*, 29 U.S.C. § 207(e)(2)) permit deduction
13 from the regular rate and payment of overtime premiums of “reasonable payments for
14 traveling expenses, or other expenses, incurred by an employee in the furtherance of his
15 employer's interests and properly reimbursable by the employer.”

16 31. While the FLSA permits deduction of reimbursed expenses reasonably related
17 to employment pursuant to 29 U.S.C. § 207(e)(2), the “per diem” payments to Plaintiff and
18 other similarly situated Consultants were not reimbursements for expenses incurred by said
19 individuals, but rather part of the total weekly or monthly compensation paid to them for their
20 work performed and services rendered.

21 32. Alternatively, Defendant did not possess adequate plans, policies, or practices
22 of requesting or maintaining documentation of such expenses, any such alleged expenses
23 were not incurred in the furtherance of Defendant’s interests, and such expenses were not
24 properly reimbursable by the Defendant, in that the purported expenses reimbursed actually
25 constituted compensation for work performed and services rendered—not for actual expenses
26 incurred. *See* 29 C.F.R. § 778.217.

27 33. Paragraph 9 of Plaintiff’s form Consultant Agreement provides, in relevant part:
28

1 [Pyramid] will not pay for Consultant's travel expenses, living expenses, entertainment
2 expense or any other costs. If Client agrees to pay such expenses in accordance with
3 industry practice, Consultant may send such client-authorized expenses statements to
4 [Pyramid] and the amount shall be reimbursed to the Consultant. [Pyramid] will
5 provide no training, tools, equipment or other materials to Consultant. Neither
6 [Pyramid] nor Client will provide formal training or compensate Consultant for any
7 time expended in formal training.

8 34. Further, by way of a confidentiality clause in its form contracts and form work
9 orders, Defendant actively sought, and continues to seek, to conceal its unlawful Consultant
10 pay structure and practices.

11 35. At all times relevant herein, Defendant was under a duty to comply with all
12 federal, state and local laws regarding payment for hours worked, contractually agreed to
13 comply with all such laws, and classified Plaintiff and those similarly situated as non-exempt
14 hourly employees of Defendant at all relevant times.

15 36. The net effect of the payroll and timekeeping policies and practices maintained
16 and administered by Defendant, instituted and approved by management, is that Defendant
17 failed to pay Plaintiff and other similarly situated hourly, non-exempt Consultants overtime
18 compensation for all hours worked in excess of forty (40) per work week.

19 **DEFENDANT'S HISTORY OF FAILURE TO COMPLY WITH THE LAW**

20 37. The above-described violations were knowing and willful, in that Defendant
21 failed to maintain accurate records, sought to conceal the violations rather than remedy them,
22 and repeatedly refused to take the necessary steps to fully remedy and correct the issues,
23 despite prior warnings and instructions to do so by the United States Department of Labor.

24 38. Prior to the hire of Plaintiff and those Consultants similarly situated, the U.S.
25 Department of Labor Wage and Hour Division had conducted an investigation of Defendant
26 from August 22, 2011 through December 8, 2011, Case ID: 1628371 ("DOL Investigation").

27 39. The Narrative Report for the DOL Investigation indicates the following:

28 a. Defendant was an Enterprise engaged in Interstate Commerce with gross

1 revenue in excess of \$500,000;

- 2 b. Defendant had failed to pay overtime to individuals employed by
3 Defendant to work under an AT&T contract in violation of 29 U.S.C. §
4 207;
- 5 c. Defendant had failed to maintain accurate payroll records and record
6 hours worked for all of its non-exempt employees in violation of 29
7 U.S.C. § 211;
- 8 d. A telephone conference was held between the US DOL Wage and Hour
9 Investigator and Defendant's Director of Human Resources, Anoop
10 Sinha, on November 28, 2011;
- 11 e. During this call, a considerable amount of time was spent discussing the
12 concept of joint employment and exemption criterion under 29 U.S.C. §
13 213(a)(1) and (17);
- 14 f. Defendant agreed to pay close attention to primary job duties in the future
15 rather than assume that its client companies were correct in designation of
16 exemption status;
- 17 g. Defendant agreed to review FLSA exemption criteria;
- 18 h. Defendant was specifically instructed to review the U.S. DOL Wage and
19 Hour Division Field Operations Handbook;
- 20 i. As part of the investigation, Defendant was provided copy of U.S. DOL
21 Regulations 29 C.F.R. §§ 516, 541, and 780; and
- 22 j. The US DOL Wage and Hour Investigator further advised Defendant that
23 if any additional evidence was brought to light regarding overtime hours
24 worked by any non-exempt employee, that a subsequent investigation
25 would likely be opened.

26 40. As a result of the DOL Investigation (which occurred prior to the performance
27 of work for Defendant by Plaintiff and those similarly situated), Defendant was apprised of
28 its obligations, independent of its Clients, to, *inter alia*, maintain accurate time records,

1 determine applicability of FLSA exemptions, apprise itself of and adhere to applicable US
2 DOL regulations and guidance materials, and ensure overtime premium pay was properly
3 calculated and paid to all non-exempt employees.

4 41. As a result of this U.S. Department of Labor Wage and Hour Division
5 investigation into Defendant's recordkeeping and pay practices, Defendant was aware that its
6 Clients, such as AT&T, routinely refused and/or failed to take responsibility for maintenance
7 of accurate records of hours worked and pay received, and routinely contracted for Defendant
8 to maintain hourly work records and/or indemnify wage and hour violations based on such
9 failure to maintain accurate records of hours worked for its Clients.

10 42. As a result of this U.S. Department of Labor Wage and Hour Division
11 investigation into Defendant's recordkeeping and pay practices, Defendant acknowledged
12 and understood its independent obligation under the FLSA to maintain accurate timekeeping
13 records for all employees (and pay them based on the same) and ensure proper classification
14 of all consultants, including but not limited to those performing work for AT&T.

15 43. Certain of the Opt-in Plaintiffs consented in writing to previously be a part of
16 *Getchman v. Pyramid Consulting, Inc.*, Case No. 4:16-CV-1208-CDP (E.D. Mo.) and this
17 action pursuant to 29 U.S.C. § 216(b). Plaintiffs' signed consent forms are attached hereto
18 as Exhibit A.

19 44. Equitable tolling as to the claims of Plaintiff Banks and those Opt-in Plaintiffs
20 contemporaneously filing consent forms is appropriate and has been granted in part by the
21 U.S. District Court for the Eastern District of Missouri in the matter of *Getchman v. Pyramid*
22 *Consulting Inc.*, Case No. 4:16-CV-1208-CDP, ECF No. 96 (E.D. Mo. Dec. 8, 2017) to
23 permit them to pursue their claims individually or collectively following dismissal without
24 prejudice. A copy of this Court Order is attached as Exhibit B.

25 **COLLECTIVE ACTION ALLEGATIONS**

26 45. Plaintiff brings this case as an "opt-in" collective action under 29 U.S.C. §
27 216(b) on behalf of all those who file a consent to join form with the Court.

28 46. Plaintiff, Opt-in Plaintiffs, and potential opt-in plaintiffs are similarly situated in

1 that they are non-exempt employees subject to Defendant’s common plan or practice of
2 adhering to a knowingly deficient timekeeping and payroll system which unlawfully denied
3 them proper overtime pay.

4 47. Plaintiff and other similarly situated employees routinely worked more than
5 forty (40) hours within a work week without receiving overtime pay of time-and-a-half for
6 all hours worked in excess of forty (40) per work week.

7 48. Defendant failed to maintain accurate records of hours worked beyond forty (40)
8 in a workweek or ensure that work desired not to be performed was not actually performed,
9 thereby undercompensating for all hours worked beyond forty (40) in a workweek.

10 49. Defendant calculated and paid overtime utilizing the Consultant’s Rate as the
11 regular rate, excluding remuneration for employment labeled as “per diem” that did not
12 qualify for the exemption of 29 U.S.C. § 207(e)(2).

13 50. Plaintiff, individually and on behalf of other similarly situated individuals, seeks
14 relief on a collective basis challenging Defendant’s policy of paying overtime hours in a
15 manner that does not include overtime compensation for all hours worked in excess of forty
16 (40) per workweek by its employees and failing to create and maintain accurate records of all
17 hours worked.

18 51. Plaintiff, individually and on behalf of other similarly situated hourly employees
19 of Defendant, seeks relief on a collective basis challenging Defendant’s calculation of
20 overtime based upon improperly and inaccurately documented hours worked thereby denying
21 hourly employees of overtime pay equal to one-and-one-half times their regular rate of pay
22 for all hours worked in excess of forty (40) per workweek during at least one (1) workweek
23 over the past three (3) years plus applicable periods of equitable tolling.

24 52. Plaintiff, individually and on behalf of other similarly situated hourly employees
25 of Defendant, seeks relief on a collective basis challenging Defendant’s calculation of
26 overtime at a “Consultant Rate” rather than the lawful regular rate, based upon improperly
27 and inaccurately documented pay for hours worked thereby denying hourly employees of
28 overtime pay equal to one-and-one-half times their regular rate of pay for all hours worked

1 in excess of forty (40) per workweek during at least one (1) workweek over the past three (3)
2 years plus applicable periods of equitable tolling.

3 53. Defendant failed to make, record, or conduct independent assessment of the day-
4 to-day job activities and hours worked of Plaintiff and those similarly situated, despite
5 knowledge of the requirement to do so.

6 54. Through uniform form contracts and work orders, Defendant maintained records
7 of Plaintiff's hours worked and pay received and possessed control over Plaintiff's hours,
8 requiring Plaintiff—by virtue of Defendant's form contract—to work all hours required by
9 Defendant's Clients.

10 55. Other similarly situated Consultants have their wage and hour records
11 maintained by Defendant and were required to work all hours specified by Defendant's
12 Clients.

13 56. Specifically, Defendant instructed Consultants to work as much as each Client
14 asked, so as to meet each Client's project deadlines and timeframes.

15 57. Defendant contractually agreed with its telecommunications Clients, including
16 but not limited to AT&T and Verizon, to maintain, monitor, and ensure the accuracy of wage
17 and hour records for Plaintiff and similarly situated non-exempt Consultants paid on an
18 hourly basis and indemnify those Clients for any damages stemming from deficiencies in
19 those records.

20 58. Defendant reviewed time records only on a bi-weekly or semi-monthly basis, in
21 abdication of its duty to remain apprised of its employees' work to ensure that work not
22 desired to be performed on behalf of Defendant was in fact not performed. *See* 29 C.F.R. §
23 785.13.

24 59. Defendant billed its Clients on a per-hour basis for only the hourly work
25 recorded by its Clients and/or Plaintiff and similarly situated Consultant employees pursuant
26 to Defendant's and/or the Client's instructions and requirements, not for all hours work by its
27 Consultants.

28 60. Based on its statements, actions and omissions, Defendant knowingly and

1 willfully sought to avoid paying Plaintiff and similarly situated Consultants all wages owed
2 at the appropriately calculated overtime rate, including all overtime remuneration (including
3 the taxable portion).

4 61. Based on its statements, actions and omissions, Defendant knowingly and
5 willfully sought to actively conceal its violations and to continue to unlawfully pay its
6 employees in violation of the FLSA.

7 62. Defendant failed to post notice of FLSA rights and misinformed employees as
8 to their rights, thereby justifying equitable tolling of the statute of limitations.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME COMPENSATION**

11 **IN VIOLATION OF THE FLSA**

12 63. Plaintiff incorporates by reference all preceding paragraphs, as if fully stated herein.

13 64. At all times material herein, Plaintiff and those similarly situated were entitled
14 to the rights, protections, and benefits provided under the FLSA.

15 65. The FLSA requires employers to pay non-exempt employees one and one-half
16 times the regular rate of pay at which they are employed for all hours worked over forty per
17 work week. 29 U.S.C. § 207.

18 66. Defendant failed to pay Plaintiff and those similarly situated overtime
19 compensation at the statutorily prescribed rate of one-and-one-half times the regular rate of
20 pay for all hours worked in excess of forty (40) per work week.

21 67. Defendant violated the FLSA by failing to keep accurate records of all wages
22 paid and adjustments to those wages, including bonuses, deductions, and other facilities
23 worked by Plaintiff and those similarly situated.

24 68. During the scope of her employment, Plaintiff and those similarly situated were
25 not properly paid overtime for hours worked in excess of forty per work week at a rate of
26 one-and-one-half times the regular rate of pay.

27 69. Plaintiff and those similarly situated are owed liquidated damages as a result of
28 not being properly paid overtime. No good faith or objectively reasonable basis exists for

1 Defendant's violations of the FLSA.

2 70. Defendant knew or should have known that Plaintiff and those similarly situated
3 were non-exempt employees who worked unpaid overtime and knowingly and willfully
4 violated the FLSA by failing to pay overtime compensation.

5 71. Defendant failed to post notice of FLSA rights and misinformed employees as
6 to their rights justifying equitable tolling of the statute of limitations.

7 WHEREFORE Plaintiff Sabrina Banks respectfully seeks relief and judgment against
8 Defendant, individually and collectively, as follows: (1) judgment against Defendant for
9 violation of the overtime wage requirements of the FLSA; (2) an Order certifying the
10 collective action class of Opt-in Plaintiffs as similarly situated; (3) an award of unpaid
11 overtime wages; (4) determination that Defendant's FLSA violations were willful; (5)
12 imposition of liquidated damages against Defendant; (6) pre-judgment and post-judgment
13 interest as provided by law; (7) incentive awards for participating opt-ins; (8) an award of
14 reasonable attorneys' fees and litigation and court costs incurred; and such other and further
15 relief as the Court deems fair and equitable under the circumstances

16
17
18 **JURY DEMAND**

19 1. Plaintiff hereby demands a trial by jury on all issues so triable.

20
21 Dated: January 12, 2018

/s/ Trevor M. Flynn

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Counsel for Plaintiff and the Class

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

Banks, Sabrina M.

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

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

The Law Office of Jack Fitzgerald, PC
3636 Fourth Ave., Suite 202, San Diego, CA 92103
619-692-3840

DEFENDANTS

Pyramid Consulting Inc.

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

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

Attorneys (If Known)

'18CV0078 H JLB

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

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

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

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

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

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

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 201 Fair Labor Standards Act

Brief description of cause:

Collective action brought under Fair Labor Standards Act, 29 U.S.C. Section 201 et seq

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 500,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: X Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/12/2018

SIGNATURE OF ATTORNEY OF RECORD

/s Trevor M. Flynn

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Pyramid Consulting Accused of Unlawful Pay Practices](#)
