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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

MICHAEL BURNHAM, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

T-MOBILE USA, INC.

Defendant.

Case No.

**CLASS AND COLLECTIVE ACTION
COMPLAINT**

I. INTRODUCTION

1. Like many other companies across the United States, T-Mobile’s timekeeping and payroll systems were affected by the hack of Kronos in 2021.

2. That hack led to problems in timekeeping and payroll throughout T-Mobile’s organization.

3. As a result, T-Mobile’s workers who were not exempt from overtime under federal and state law were not paid for all hours worked and/or were not timely paid their proper overtime premium for all overtime hours worked after the onset of the Kronos hack.

4. Cassidy Burnham is one such T-Mobile worker.

5. T-Mobile could have easily implemented a system to accurately record time and properly pay non-exempt hourly and salaried employees until issues related to the hack were resolved.

6. But, upon information and belief, it did not.

1 7. T-Mobile pushed the cost of the Kronos hack onto the most economically
2 vulnerable people in its workforce.

3 8. T-Mobile made the economic burden of the Kronos hack fall on front-line
4 workers—average Americans—who rely on the full and timely payment of their wages to make
5 ends meet.

6 9. T-Mobile’s failure to timely pay wages, including proper overtime, for all hours
7 worked violates the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*

8 10. Upon information and belief, after significant delays, T-Mobile made payments
9 of some previously unpaid wages. However, at least a portion of wages earned remain unpaid.

10 11. T-Mobile’s failure to pay wages, including proper overtime, for all hours worked
11 to its workers in Washington also violates the Washington Minimum Wage Act (WMWA), RCW
12 ch. 49.46, and its implementing regulations.

13 12. Burnham brings this lawsuit to recover these unpaid overtime wages and other
14 damages owed by T-Mobile to him and T-Mobile’s other non-overtime-exempt workers, who
15 were the ultimate victims of not just the Kronos hack, but T-Mobile’s decision to make its own
16 non-exempt employees bear the economic burden for the hack.

17 13. This action seeks to recover the unpaid wages and other damages owed by T-
18 Mobile to all these workers, as occasioned by the unpaid wages, along with exemplary
19 damages, penalties, interest, and other remedies provided by federal and Washington law.

20 **II. JURISDICTION & VENUE**

21 14. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331
22 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

23 15. The Court has supplemental jurisdiction over any state law sub-classes pursuant
24 to 28 U.S.C. § 1367.

25 16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) because T-
26 Mobile is headquartered in this District.

III. PARTIES

- 17. **Plaintiff Michael Burnham** is a natural person.
- 18. Burnham was, at all relevant times, an employee of T-Mobile.
- 19. Burnham has worked for T-Mobile since at least December 2021.
- 20. Burnham worked for T-Mobile in Washington.
- 21. Burnham represents at least two groups of similarly situated T-Mobile workers.
- 22. Burnham represents a collective of similarly situated workers under the FLSA

pursuant to 29 U.S.C. § 216(b). This “FLSA Collective” is defined as:

All current or former non-exempt employees of T-Mobile (including its subsidiaries and alter egos), who worked in the United States at any time since the onset of the Kronos ransomware attack, on or about December 11, 2021, to the present.

23. Burnham represents a class of similarly situated workers under Washington law pursuant to Federal Rule of Civil Procedure 23. This “Washington Class” is defined as:

All current or former non-exempt employees of T-Mobile (including its subsidiaries and alter egos) who worked in Washington at any time since the onset of the Kronos ransomware attack, on or about December 11, 2021, to the present.

24. Throughout this Complaint, the FLSA Collective members and Washington Class members are referred to jointly as the “Similarly Situated Workers.”

25. **Defendant T-Mobile USA, Inc. (“T-Mobile”)** is a domestic limited liability company.

26. T-Mobile is headquartered in this District.

27. T-Mobile may be served by service upon its registered agent, **Corporation Service Company, 300 Deschutes Way SW, Ste. 208 MC-CSC1, Tumwater, WA 98501**, or by any other method allowed by law.

28. At all relevant times, T-Mobile has been doing business under the assumed name, “T-Mobile.”

1 29. T-Mobile’s subsidiaries and alter egos include, but are not limited to, “Metro by
2 T-Mobile,” also marketed as “MetroPCS.”

3 30. At all relevant times, T-Mobile exerted operational control over its subsidiaries
4 and alter egos.

5 31. At all relevant times, T-Mobile substantially controlled the terms and conditions
6 of employment for workers of its subsidiaries and alter egos.

7 32. At all relevant times, T-Mobile had a common control and management of labor
8 relations regarding employees of its subsidiaries and alter egos.

9 33. T-Mobile employed and/or jointly employed, with its subsidiaries and alter egos,
10 Burnham and the Similarly Situated Workers.

11 34. T-Mobile and its subsidiaries and alter egos are joint employers for purposes of
12 the FLSA.

13 35. T-Mobile and its subsidiaries and alter egos are joint employers for purposes of
14 Washington law.

15 36. Throughout this Complaint, T-Mobile and its subsidiaries and alter egos are
16 referred to jointly as “T-Mobile.”

17 **IV. COVERAGE UNDER THE FLSA**

18 37. At all relevant times, T-Mobile was an employer of Burnham within the meaning
19 of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

20 38. At all relevant times, T-Mobile was and is an employer of the FLSA Collective
21 Members within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

22 39. T-Mobile was and is part of an enterprise within the meaning of Section 3(r) of
23 the FLSA, 29 U.S.C. § 203(r).

24 40. During at least the last three years, T-Mobile has had gross annual sales in excess
25 of \$500,000.

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1 41. T-Mobile was and is part of an enterprise engaged in commerce or in the
2 production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203(s)(1).

3 42. T-Mobile employs many workers, including Burnham, who are engaged in
4 commerce or in the production of goods for commerce and/or who handle, sell, or otherwise
5 work on goods or materials that have been moved in or produced for commerce by any person.

6 43. The goods and materials handled, sold, or otherwise worked on by Burnham and
7 other T-Mobile employees and that have been moved in interstate commerce include, but are
8 not limited to, telecommunications equipment.

9 **V. FACTS**

10 44. T-Mobile provides wireless voice, messaging, and data services.

11 45. Many of T-Mobile's employees are non-exempt hourly and salaried workers.

12 46. Since at least 2021, T-Mobile has used timekeeping software and hardware
13 operated and maintained by Kronos.

14 47. On or about December 11, 2021, Kronos was hacked with ransomware.

15 48. The Kronos hack interfered with the ability of its customers, including T-Mobile,
16 to use Kronos's software and hardware to track hours and pay employees.

17 49. For at least a portion of time following the Kronos hack, T-Mobile failed to keep
18 accurate track of the hours that Burnham and Similarly Situated Workers have worked.

19 50. Instead, T-Mobile has used various methods to estimate the number of hours
20 Burnham and Similarly Situated Workers work in each pay period.

21 51. For example, T-Mobile issued paychecks based on scheduled hours or estimated
22 hours, or simply duplicated paychecks from pay periods prior to the Kronos hack.

23 52. As a result of T-Mobile's failure to accurately track the actual hours worked each
24 week, employees who were non-exempt and worked overtime were in many cases paid less
25 than the hours they worked in the workweek, including overtime hours.
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1 53. Many employees were not even paid for all their non-overtime wages for hours
2 worked in certain workweeks.

3 54. Burnham is one of the thousands of employees affected by these pay and
4 timekeeping practices.

5 55. Instead of paying Burnham for the hours he actually worked (including overtime
6 hours), T-Mobile simply paid based on estimates of time or pay, or based upon arbitrary
7 considerations **other than** Burnham's actual hours worked and regular pay rates, in multiple
8 workweeks.

9 56. In properly calculating and paying overtime to a non-exempt employee, the only
10 metrics that are needed are: (1) the number of hours worked in a day or week, and (2) the
11 employee's regular rate, taking into account shift differentials, non-discretionary bonuses, and
12 other factors allowed under the law.

13 57. T-Mobile knows it has to pay proper overtime premiums to non-exempt hourly
14 and salaried employees.

15 58. T-Mobile knows this because, prior to the Kronos hack, it routinely paid these
16 workers for all overtime hours at the proper overtime rates.

17 59. T-Mobile could have instituted any number of methods to accurately track and
18 timely pay its employees for all hours worked.

19 60. Instead of accurately tracking hours and paying employees their overtime, T-
20 Mobile decided to arbitrarily pay these employees, without regard to the overtime hours they
21 worked or the regular rates at which they were supposed to be paid.

22 61. It was feasible for T-Mobile to have its employees and managers report accurate
23 hours so they could be timely paid the full and correct amounts of money they were owed for
24 the work they did for the company.

25 62. But it chose not to do that.

26 63. In other words, T-Mobile pushed the effects of the Kronos hack onto the backs of
27 its most economically vulnerable workers, making sure that it kept the money it owed to those

1 employees in its own pockets, rather than take steps to make sure its employees were paid on
2 time and in full for the work they did.

3 64. Burnham is just one of the many T-Mobile employees who had to shoulder the
4 burden of this decision by T-Mobile.

5 65. Burnham was a non-exempt hourly employee of T-Mobile.

6 66. Burnham regularly worked over 40 hours per week for T-Mobile.

7 67. Burnham's normal, pre-Kronos hack hours are reflected in T-Mobile's records.

8 68. Since the Kronos hack, T-Mobile has not timely paid Burnham for his actual
9 hours worked each week.

10 69. Since the hack took place, T-Mobile has not been accurately recording the hours
11 worked by Burnham and its other workers.

12 70. T-Mobile was aware of the overtime requirements of the FLSA.

13 71. T-Mobile nonetheless failed to timely pay the full overtime premium owed to
14 certain non-exempt hourly and salaried employees, such as Burnham.

15 72. T-Mobile's failure to pay overtime to these non-exempt workers was, and is, a
16 willful violation of the FLSA.

17 73. The full overtime wages owed to Burnham and the Similarly Situated Workers
18 became "unpaid" when the work for T-Mobile was done—that is, on Burnham and the Similarly
19 Situated Workers' regular paydays. *E.g., Martin v. United States*, 117 Fed. Cl. 611, 618 (2014);
20 *Biggs v. Wilson*, 1 F.3d 1537, 1540 (9th Cir.1993); *Cook v. United States*, 855 F.2d 848, 851 (Fed.
21 Cir. 1988); *Olson v. Superior Pontiac–GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir.1985), *modified*,
22 776 F.2d 265 (11th Cir.1985); *Atlantic Co. v. Broughton*, 146 F.2d 480, 482 (5th Cir.1944);
23 *Birbalas v. Cuneo Printing Indus.*, 140 F.2d 826, 828 (7th Cir.1944).

24 74. At the time T-Mobile failed to pay Burnham and the Similarly Situated Workers
25 in full for their overtime hours by their regular paydays, T-Mobile became liable for all
26 prejudgement interest, liquidated damages, penalties, and any other damages owed under the
27 law.

1 75. In other words, there is no distinction between late payment and nonpayment of
2 wages under the law. *Biggs v. Wilson*, 1 F.3d 1537, 1540 (9th Cir.1993).

3 76. To the extent T-Mobile ultimately made any untimely payment of unpaid wages
4 due and owing to Burnham or the Similarly Situated Workers, any alleged payment was not
5 supervised by the Department of Labor or any court.

6 77. The untimely payment of overtime wages, in itself, does not resolve a claim for
7 unpaid wages under the law. *See, e.g., Seminiano v. Xyris Enterp., Inc.*, 602 Fed.Appx. 682, 683
8 (9th Cir. 2015); *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-54 (11th Cir.
9 1982).

10 78. Nor does the untimely payment of wages, if any, compensate workers for the
11 damages they incurred due to T-Mobile's acts and omissions resulting in the unpaid wages in
12 the first place.

13 79. Burnham and the Similarly Situated Workers remain uncompensated for the
14 wages and other damages owed by T-Mobile under federal and Washington law, and are due
15 liquidated damages, interest, and/or exemplary damage or penalties thereunder.

16 **VI. COLLECTIVE ACTION ALLEGATIONS**

17 80. Burnham incorporates all other allegations.

18 81. Numerous individuals were victimized by T-Mobile's patterns, practices, and
19 policies, which are in willful violation of the FLSA.

20 82. Based on his experiences and tenure with T-Mobile, Burnham is aware that T-
21 Mobile's illegal practices were imposed on the FLSA Collective.

22 83. The FLSA Collective members were not timely paid their full overtime premiums
23 for all overtime hours worked.

24 84. These employees are victims of T-Mobile's respective unlawful compensation
25 practices and are similarly situated to Burnham in terms of the pay provisions and employment
26 practices at issue in the collective in this lawsuit.

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1 85. The workers in the FLSA Collective were similarly situated within the meaning of
2 the FLSA.

3 86. Any differences in job duties do not detract from the fact that these FLSA non-
4 exempt workers were entitled to overtime pay.

5 87. T-Mobile's failure to pay overtime compensation at the rates required by the
6 FLSA result from generally applicable, systematic policies, and practices, which are not
7 dependent on the personal circumstances of the FLSA Collective members.

8 88. The FLSA Collective should be notified of this action and given the chance to join
9 pursuant to 29 U.S.C. § 216(b).

10 **VII. CLASS ACTION ALLEGATIONS**

11 89. Burnham incorporates all other allegations.

12 90. The illegal practices T-Mobile imposed on Burnham were likewise imposed on
13 the Washington Class members.

14 91. Numerous other individuals who worked for T-Mobile were were not properly
15 compensated for all hours worked, as required by Washington law.

16 92. The Washington Class is so numerous that joinder of all members of the class is
17 impracticable.

18 93. T-Mobile imposed uniform practices and policies on Burnham and the
19 Washington Class members regardless of any individualized factors.

20 94. Based on his experience and tenure with T-Mobile, as well as coverage of the
21 Kronos hack, Burnham is aware that T-Mobile's illegal practices were imposed on the
22 Washington Class members.

23 95. Washington Class members were all not timely paid proper overtime when they
24 worked in excess of 40 hours per week.

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1 96. T-Mobile's failure to pay wages and overtime compensation in accordance with
2 Washington law results from generally applicable, systematic policies, and practices which are
3 not dependent on the personal circumstances of the Washington Class members.

4 97. Burnham's experiences are therefore typical of the experiences of the
5 Washington Class members.

6 98. Burnham has no interest contrary to, or in conflict with, the members of the
7 Washington Class. Like each member of the proposed class, Burnham has an interest in
8 obtaining the unpaid wages and other damages owed under the law.

9 99. A class action, such as this one, is superior to other available means for fair and
10 efficient adjudication of the lawsuit.

11 100. Absent this action, many Washington Class members likely will not obtain
12 redress of their injuries and T-Mobile will reap the unjust benefits of violating Washington law.

13 101. Furthermore, even if some of the Washington Class members could afford
14 individual litigation against T-Mobile, it would be unduly burdensome to the judicial system.

15 102. Concentrating the litigation in one forum will promote judicial economy and
16 parity among the claims of individual members of the class and provide for judicial consistency.

17 103. The questions of law and fact common to each of the Washington Class
18 members predominate over any questions affecting solely the individual members. Among the
19 common questions of law and fact are:

- 20 a. Whether Burnham and the Washington Class members were paid all wages due
21 to them each week;
- 22 b. Whether Burnham and the Washington Class members were paid overtime at
23 1.5 times their regular rate of pay for hours worked in excess of 40 in a
24 workweek;
- 25 c. Whether T-Mobile's failure to pay all wages due, including overtime, at the rates
26 required by law violated the WMWA;
- 27

- 1 d. Whether Burnham and the Washington Class members were paid all wages due
2 to them under Washington law and/or contractual agreement;
- 3 e. Whether T-Mobile made or accepted false wage records regarding Burnham and
4 the Washinton Class members; and
- 5 f. Whether T-Mobile's acts and omissions in violation of Washington law and its
6 contracts with Burnham and the Washington Class members were wilfull.

7 104. Burnham's claims are typical of the Washington Class members. Burnham and
8 the Washington Class members have all sustained damages arising out of T-Mobile's illegal and
9 uniform employment policies.

10 105. Burnham knows of no difficulty that will be encountered in the management of
11 this litigation that would preclude its ability to go forward as a class or collective action.

12 106. Although the issue of damages may be somewhat individual in character, there is
13 no detracton from the common nucleus of liability facts. Therefore, this issue does not
14 preclude class or collective action treatment.

15 **VIII. FIRST CAUSE OF ACTION—OVERTIME VIOLATIONS OF THE FLSA**
16 **AS TO BURNHAM AND THE FLSA COLLECTIVE**

17 107. Burnham incorporates all other allegations.

18 108. By failing to pay Burnham and the FLSA Collective members overtime at 1.5
19 times their regular rates, when such payments were due, T-Mobile violated the FLSA. 29 U.S.C.
20 § 207(a).

21 109. T-Mobile owes Burnham and the FLSA Collective members overtime for all hours
22 worked in excess of 40 in a workweek, at a rate of at least 1.5 times their regular rates of pay.

23 110. Likewise, T-Mobile owes Burnham and the FLSA Collective members their
24 agreed-upon rates of pay for all hours worked up to and including 40 each week in which they
25 worked over 40 hours in the week, but were not paid in full for all hours.

26 111. T-Mobile knowingly, willfully, or in reckless disregard carried out this illegal
27 pattern and practice of failing to pay the FLSA Collective members overtime compensation.

1 112. Because T-Mobile knew or showed reckless disregard for whether its pay
2 practices violated the FLSA, T-Mobile owes these wages for at least the past three years.

3 113. T-Mobile’s failure to pay overtime compensation to these FLSA Collective
4 members was neither reasonable, nor was the decision not to pay overtime made in good faith.

5 114. Due to the delay in paying wages due under the FLSA, T-Mobile owes Burnham
6 and the FLSA Collective members an amount equal to the unpaid overtime wages as liquidated
7 damages.

8 115. Accordingly, Burnham and the FLSA Collective members are entitled to full
9 payment of their overtime wages under the FLSA in an amount equal to 1.5 times their regular
10 rates of pay, plus liquidated damages, attorney’s fees, and costs.

11 **IX. SECOND CAUSE OF ACTION—VIOLATIONS OF THE WMWA**
12 **AS TO BURNHAM AND THE WASHINGTON CLASS**

13 116. Burnham incorporates all other allegations.

14 117. The conduct alleged in this Complaint violates the Washington Minimum Wage
15 Act (WMWA), RCW ch. 49.46, and its implementing regulations.

16 118. At all relevant times, T-Mobile was and is an “employer” within the meaning of
17 the WMWA. RCW 49.46.010(4).

18 119. At all relevant times, T-Mobile employed Burnham and all other Washington
19 Class Members as “employees” within the meaning of the WMWA. RCW 49.46.010(3).

20 120. The WMWA requires an employer like T-Mobile to pay employees at a rate no
21 less than the minimum wage for each hour worked. RCW 49.46.020(1).

22 121. As a result of T-Mobile’s failure to pay Burnham and the Washington Class at a
23 rate no less than the minimum wage for all hours worked, T-Mobile violated the WMWA.

24 122. The WMWA requires an employer like T-Mobile to pay overtime to all non-
25 exempt employees. RCW 49.46.130(1).
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1 123. Burnham and the other Washington Class members are non-exempt employees
2 who are entitled to be paid overtime for all overtime hours worked at a rate of no less than 1.5
3 times their regular rate. RCW 49.46.130(1).

4 124. Within the applicable limitations period, T-Mobile had a policy and practice of
5 failing to pay proper overtime to the Washington Class members for their hours worked in
6 excess of 40 hours per week.

7 125. Because T-Mobile failed to pay Burnham and the Washington Class their earned
8 wages and overtime compensation, Burnham and the Washington Class are entitled to recover
9 exemplary damages twice the amount of the unlawfully withheld wages. RCW 49.52.070.

10 126. As a result of wilfully and intentionally paying employees less than they were
11 entitled to under Washington law and its contractual obligations to Burnham and the
12 Washington Class members, T-Mobile willfully violated the WMWA. RCW 49.52.050(2).

13 127. As a result of causing to be made and accepting wage records it knew was false,
14 T-Mobile violated the WMWA. RCW 49.52.050(3), (5).

15 128. Burnham and the Washington Class members are entitled to recover their
16 unpaid wages, exemplary damages, attorneys' fees, costs, and all other legal and equitable
17 relief provided under the WMWA. RCW 49.52.070(3).

18 **X. RELIEF SOUGHT**

19 129. Burnham prays for judgment against T-Mobile as follows:

- 20 A. For an order certifying a collective action for the FLSA claims;
- 21 B. For an order certifying a class action for the Washington law claims;
- 22 C. For an order finding T-Mobile liable for violations of federal wage laws
23 with respect to Burnham and all FLSA Collective members covered by this case;
- 24 D. For an order finding T-Mobile liable for violations of Washington wage
25 laws with respect to Burnham and all Washington Class members covered by this case;
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1 E. For a judgment awarding all unpaid wages, liquidated damages, and
2 penalties under federal wage laws to Burnham and all FLSA Collective members covered by this
3 case;

4 F. For a judgment awarding all unpaid wages, and exemplary damages
5 under Washington wage laws to Burnham and all Washington Class members covered by this
6 case;

7 G. For an equitable accounting and restitution of wages due to Burnham
8 and all FLSA Collective and Washington Class members covered by this case;

9 H. For a judgment awarding attorneys' fees to Burnham and all FLSA
10 Collective and Washington Class members covered by this case;

11 I. For a judgment awarding costs of this action to Burnham and all FLSA
12 Collective and Washington Class members covered by this case;

13 J. For a judgment awarding pre- and post-judgment interest at the highest
14 rates allowed by law to Burnham and all FLSA Collective and Washington Class members
15 covered by this case; and

16 K. For all such other and further relief as may be necessary and appropriate.

17 RESPECTFULLY SUBMITTED AND DATED this 5th day of May, 2022.

18 TERRELL MARSHALL LAW GROUP PLLC

19 By: /s/ Toby J. Marshall, WSBA #32726

20 Toby J. Marshall, WSBA #32726

21 Email: tmarshall@terrellmarshall.com

22 By: /s/ Erika L. Nusser, WSBA #40854

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Attorneys for Plaintiff

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

MICHAEL BURNHAM, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

T-MOBILE USA, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

T-Mobile USA, Inc.
c/o Corporation Service Company
300 Deschutes Way SW, Ste. 208 MC-CSC1
Tumwater, WA 98501

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Erika L. Nusser, WSBA #40854
Email: enusser@terrellmarshall.com
Terrell Marshall Law Group PLLC
936 North 34th St., Ste. 300
Seattle, WA 98103-8869
206-816-6603

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

Michael Burnham

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Toby J. Marshall, Terrell Marshall Law Group PLLC, 936 North 34th St., Ste. 300, Seattle, WA 98103

DEFENDANTS

T-Mobile USA, Inc.

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

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

Attorneys (If Known)

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, Labor Standards, etc.

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, 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. § 206. Brief description of cause: recovery of unpaid wages and related damages

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/05/2022 SIGNATURE OF ATTORNEY OF RECORD Erika L. Nusser, WSBA #40854

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.
 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: [T-Mobile Failed to Properly Pay Workers Following Kronos Data Breach, Lawsuit Alleges](#)
