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**UNITED STATES DISTRICT COURT**

**EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

AZUL GALVEZ as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

ANHEUSER-BUSCH, LLC, a Missouri  
Limited Liability Company; and DOES 1  
through 10,

Defendants.

CASE NO.

**COLLECTIVE ACTION  
COMPLAINT**

**(1) FAIR LABOR STANDARDS  
ACT (29 U.S.C. § 201 et seq.)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Azul Galvez (“Plaintiff”) on behalf of himself and all others  
2 similarly situated, hereby brings this Collective Action Complaint against  
3 Anheuser-Busch LLC, a Missouri Limited Liability Company, and DOES 1 to 10,  
4 inclusive (“Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby  
7 brings this collective action for recovery of unpaid overtime wages under the Fair  
8 Labor Standards Act (“FLSA”).

9 2. This Court has jurisdiction over Defendants’ violations of the FLSA  
10 pursuant to 29 U.S.C. § 216 and 28 U.S.C. § 1331 because the action asserts rights  
11 arising under federal law.

12 **VENUE**

13 3. Venue is proper under 28 U.S.C. 1391 because Defendants do  
14 business in Solano County and the acts alleged herein took place in Solano County.  
15 Further, Plaintiff at all times relevant herein, was employed by Defendants within  
16 Solano County. Defendants are also subject to the personal jurisdiction of this  
17 Court pursuant to 28 U.S.C. 1391(c), because they operate a business in Solano  
18 County where they employed Plaintiff within the Eastern District of California.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant  
21 times herein, Plaintiff was and currently is, a California resident, residing in the  
22 county of Solano.

23 5. During the three years immediately preceding the filing of the  
24 Complaint in this action and within the statute of limitations periods applicable to  
25 each cause of action pled herein, Plaintiff was employed by Defendants as an  
26 hourly non-exempt employee. Plaintiff was, and is, a victim of Defendants’  
27 policies and/or practices complained of herein, lost money and/or property, and has  
28 been deprived of the rights guaranteed to him by the FLSA.

1           6.     Plaintiffs are informed and believe, and thereon allege, that at all  
2 times mentioned herein, Defendant Anheuser-Busch LLC, a Missouri Limited  
3 Liability Company, was licensed to do business in California and the County of  
4 Solano, and was the employer of Plaintiff and the FLSA Class Members because it  
5 (1) exercised control over the wages, hours, or working conditions of Plaintiffs and  
6 the FLSA Class Members; (2) suffered or permitted Plaintiff and the FLSA Class  
7 Members to work; or (3) engaged Plaintiffs and the FLSA Class Members work,  
8 thereby creating a common law employment relationship.

9           7.     Based in St. Louis, Missouri, Defendant Anheuser-Busch LLC is a  
10 leading American brewer, brewing the world's largest-selling beers, including  
11 Budweiser and Bud Light in twelve breweries across the United States. Defendant  
12 Anheuser-Busch LLC is a wholly-owned subsidiary of Anheuser-Busch InBev, a  
13 leading global brewer.

14           8.     Plaintiff does not know the true names or capacities, whether  
15 individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 10,  
16 inclusive, and for that reason, said Defendants are sued under such fictitious  
17 names, and Plaintiff will seek leave from this Court to amend this Complaint when  
18 such true names and capacities are discovered. Plaintiff is informed, and believes,  
19 and thereon alleges, that each of said fictitious Defendants, whether individual,  
20 partners, agents, or corporate, was responsible in some manner for the acts and  
21 omissions alleged herein, and proximately caused Plaintiff and the Class to be  
22 subject to the unlawful employment practices, wrongs, injuries and damages  
23 complained of herein.

24           9.     At all times herein mentioned, each of said Defendants participated in  
25 the doing of the acts hereinafter alleged to have been done by the named  
26 Defendant; and each of them, were the agents, servants, and employees of each and  
27 every one of the other Defendants, as well as the agents of all Defendants, and at  
28 all times herein mentioned were acting within the course and scope of said agency

1 and employment. Defendants, and each of them, approved of, condoned, and/or  
2 otherwise ratified each and every one of the acts or omissions complained of  
3 herein.

4 10. At all times mentioned herein, Defendants, and each of them, were  
5 members of and engaged in a joint venture, partnership, and common enterprise,  
6 and acting within the course and scope of and in pursuance of said joint venture,  
7 partnership, and common enterprise. Further, Plaintiff alleges that all Defendants  
8 were joint employers for all purposes of Plaintiff and all Class Members.

9 **GENERAL FACTUAL ALLEGATIONS**

10 11. Plaintiff was employed by Defendants as a non-exempt employee at  
11 its brewery in Fairfield, California from approximately April 2015 to August 2015.

12 12. During Plaintiffs' employment with Defendants, Defendants' policy  
13 and practice was to compensate its non-exempt employees for only their scheduled  
14 hours, as opposed to the hours they actually worked, which were regularly greater  
15 than their scheduled hours, due to Defendants knowing and permitting, and in  
16 some cases requiring, work to be performed by these employees outside of their  
17 scheduled hours without compensation. Specifically, Defendants maintain a  
18 policy or practice of not paying non-exempt employees for any hours worked other  
19 than their regularly scheduled shift hours unless a foreman expressly authorizes the  
20 additional time to be paid by way of an adjustment to the employees' payroll  
21 records. Defendants' unlawful policies and practices resulted in Defendants'  
22 failure to properly compensate their non-exempt employees, including Plaintiff, for  
23 all hours worked, thereby depriving him of all required overtime wages earned for  
24 all hours worked in excess of 40 hours per workweek under the FLSA.

25 13. The FLSA Class consists of all Defendants' current and former hourly  
26 non-exempt employees who worked at any of Defendants' Breweries throughout  
27 the United States, including but not limited to its Breweries located in St. Louis,  
28 Missouri; Newark, New Jersey; Los Angeles, California; Houston, Texas;

1 Columbus, Ohio; Jacksonville, Florida; Merrimack, New Hampshire;  
2 Williamsburg, Virginia; Fairfield, California; Baldwinsville, New York; Fort  
3 Collins, Colorado; and Cartersville, Georgia, and who were not paid all overtime  
4 wages for all hours worked in excess of 40 hours per workweek, due to  
5 Defendants' policy/practice of only paying for scheduled hours absent Defendants'  
6 making a manual edit (i.e., "historical edit") to the putative FLSA Class members'  
7 timekeeping/payroll records, during the three years immediately preceding the  
8 filing of the Complaint through the present.

9 14. Plaintiff has filed a consent to join this FLSA Collective Action,  
10 which is attached to this Complaint as Exhibit A.

11 15. **Common Questions of Law and Fact Predominate/Well Defined**  
12 **Community of Interest:** There are common questions of law and fact as to  
13 Plaintiff and all other similarly situated employees, which predominate over  
14 questions affecting only individual members including, without limitation to:  
15 Whether Defendants' policies and/or practices for only paying for scheduled hours  
16 absent an overwrite, resulted in the failure to properly compensate members of the  
17 FLSA Class for all overtime hours worked;

18 16. **Predominance of Common Questions:** Common questions of law  
19 and fact predominate over questions that affect only individual members of the  
20 Class. The common questions of law set forth above are numerous and substantial  
21 and stem from Defendants' policies and/or practices applicable to each individual  
22 class member, such as their uniform method of calculating hours worked for the  
23 members of the FLSA Class. As such, these common questions predominate over  
24 individual questions concerning each individual class member's showing as to his  
25 or her eligibility for recovery or as to the amount of his or her damages.

26 17. **Typicality:** The claims of Plaintiff are typical of the claims of the  
27 Class because Plaintiff was employed by Defendants as an hourly non-exempt  
28 employee in California and the United States during the statute of limitations

1 period. As alleged herein, Plaintiff, like the members of the Class, was deprived of  
2 all overtime wages under the FLSA due to Defendants' challenged policies and/or  
3 practices.

4 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all  
5 necessary steps to represent fairly and adequately the interests of the members of  
6 the Class. Moreover, Plaintiff's attorneys are ready, willing and able to fully and  
7 adequately represent the members of the Class and Plaintiff. Plaintiff's attorneys  
8 have prosecuted and defended numerous wage-and-hour class actions and FLSA  
9 collective actions in state and federal courts, and are committed to vigorously  
10 prosecuting this action on behalf of the members of the Class.

11 19. **Superiority:** The FLSA is remedial in nature and serves an important  
12 public interest in establishing minimum working conditions and standards through  
13 the United States. These labor standards protect the average working employee from  
14 exploitation by employers who have the responsibility to follow the laws and who  
15 may seek to take advantage of superior economic and bargaining power in setting  
16 onerous terms and conditions of employment.

17 **FIRST CLAIM**

18 **FLSA VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 20. Plaintiff re-alleges and incorporates by reference all prior paragraphs  
21 as though fully set forth herein.

22 21. This cause of action is brought pursuant to 29 U.S.C. § 207, which  
23 requires employers to pay all non-exempt employees one and one-half times the  
24 regular rate of pay for all hours worked in excess of 40 per workweek.

25 22. Plaintiff is informed and believes, and based thereon alleges, that  
26 Defendants regularly, systematically, and impermissibly failed to pay all FLSA  
27 Class Members for all overtime hours worked, which resulted in the failure to  
28 properly compensate them all overtime wages. Accordingly, Plaintiff and

1 members of the FLSA Class were not paid for all hours worked, nor were they  
2 compensated at the appropriate rates of overtime pay for all overtime hours  
3 worked.

4 23. Defendants' policy and practice of failing to pay for all overtime  
5 hours worked, and requiring overtime work but not paying all wages for said work  
6 violates the FLSA's requirements including, but not limited to 29 U.S.C. § 207.

7 24. Defendants' policies and practices, as alleged, constitute a wilful  
8 violation of the FLSA, within the meaning of 29 U.S.C. § 255.

9 25. Defendants' aforementioned violations create an entitlement to  
10 recovery by Plaintiff and members of the FLSA Class in a civil action for the  
11 unpaid amount of minimum wages and overtime premiums owing, including  
12 liquidated damages, attorneys' fees and costs, per 29 U.S.C. § 216 and interest  
13 thereon.

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**PRAYER**

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order conditionally certifying the proposed Class;
2. For an order appointing Plaintiff as representative of the Class;
3. For an order appointing Counsel for Plaintiff as Counsel for the Class;
4. Upon the First Claim, for compensatory, consequential, general damages, and special damages pursuant to 29 U.S.C. §§ 207 and 216;
5. Liquidated damages and/or prejudgment interest on all due and unpaid wages pursuant to 29 U.S.C. §§ 207 and 216;
6. On all causes of action, for attorneys' fees and costs as provided by 29 U.S.C. §§ 206, 207 and 216;
7. For such other and further relief the Court may deem just and proper.

Respectfully submitted,

Dated: March 23, 2017

HAINES LAW GROUP, APC

By:       /s/ Paul K. Haines        
Paul K. Haines  
Attorneys for Plaintiff and the Class

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: March 23, 2017

HAINES LAW GROUP, APC

By:       /s/ Paul K. Haines        
Paul K. Haines  
Attorneys for Plaintiff and the Class



# **EXHIBIT A**

**CONSENT OF PLAINTIFF AZUL GALVEZ  
RE CONSENT TO SUE**

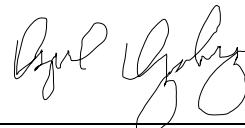
I, Azul Galvez, declare:

1. I am a Plaintiff in the above-captioned action. The following is of my own personal knowledge and, if called as a witness, I could and would testify competently thereto.

2. I hereby consent to be joined in this suit against the named Defendant and DOES 1 to 10, under the Fair Labor Standards Act, 29 U.S.C. §§ 206 *et seq.*, for unpaid overtime wages and other relief available under the Act.

3. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 21, 2017 in San Francisco,  
California.



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Azul Galvez

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Unpaid Overtime Action Brewed Up Against Anheuser-Busch](#)

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