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12 Attorneys for Plaintiff Joan Catheryn  
13 Paulino, on behalf of herself and all  
14 others similarly situated

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

17 JOAN CATHERYN PAULINO, an  
18 individual, on behalf of herself and  
19 all others similarly situated,

20 Plaintiff,

21 v.

22 MARSHALLS OF CA, LLC; and  
23 DOES 1 through 10, inclusive,  
24 Defendant.

25 Case No. '18CV1925 CAB AGS

26 **CLASS ACTION COMPLAINT FOR:**

- 27 1. **FAILURE TO PAY**  
28 **MINIMUM WAGES;**
- 1. **FAILURE TO PAY**  
**OVERTIME WAGES**
- 2. **FAILURE TO FURNISH**  
**TIMELY AND**  
**ACCURATE WAGE**  
**STATEMENTS; and**
- 3. **VIOLATION OF**  
**CALIFORNIA'S UNFAIR**  
**COMPETITION ACT, BUS.**  
**& PROF. CODE §17200, et seq.**

**DEMAND FOR JURY TRIAL**

29 Plaintiff Joan Cathryn Paulino ("Plaintiff") is informed and believes, and on  
30 that basis alleges, as follows:

31 **NATURE OF THE ACTION**

32 1. This is a California state-wide class action for wage and labor  
33 violations arising out of, among other things, Defendant Marshalls of CA, LLC's  
34 ("Defendant" or "Marshalls") policy and practice of requiring its closing  
35 supervisors and managers to perform off-the-clock duties. As set forth herein,  
36 under Defendant's general policy, Class members responsible for closing

1 Defendant's stores must log out, then activate the alarm, clear the store, address  
2 any issues that may arise, and lock the store, without compensation.

3 2. Plaintiff seeks among other things, all wages, restitutionary  
4 disgorgement, and statutory penalties, on behalf of the class and sub-class alleged  
5 herein.

### 6 **PARTIES**

7 3. Plaintiff Joan Cathryn Paulino was, at all relevant times, a resident of  
8 Oceanside, and citizen of the State of California.

9 4. Defendant Marshalls of CA, LLC ("Defendant" or "Marshalls") is a  
10 company authorized to conduct and actually conducting business in the State of  
11 California. Plaintiff is informed and believes, and on that basis alleges, that  
12 Defendant Marshalls is a citizen of the State of Delaware.

13 5. Plaintiff is currently ignorant of the true names and capacities,  
14 whether individual, corporate, associate, or otherwise, of the Defendants sued  
15 herein under the fictitious names Does 1 through 10, inclusive, and therefore sue  
16 such Defendants by such fictitious names. Plaintiff will seek leave to amend this  
17 complaint to allege the true names and capacities of said fictitiously named  
18 Defendants when their true names and capacities have been ascertained. Plaintiff  
19 is informed and believes and thereon alleges that each of the fictitiously named  
20 Defendants is legally responsible in some manner for the events and occurrences  
21 alleged herein, and for the damages suffered by the Class.

22 6. Plaintiff is informed and believes and thereon alleges that all  
23 Defendants, including the fictitious Doe Defendants, were at all relevant times  
24 acting as actual agents, conspirators, ostensible agents, alter egos, partners and/or  
25 joint venturers and/or employees of all other Defendants, and that all acts alleged  
26 herein occurred within the course and scope of said agency, employment,  
27 partnership, and joint venture, conspiracy or enterprise, and with the express and/or  
28 implied permission, knowledge, consent authorization and ratification of their co-

1 Defendant; however, each of these allegations are deemed “alternative” theories  
2 whenever not doing so would result in a contradiction with other allegations.

3 **JURISDICTION AND VENUE**

4 7. This Court has jurisdiction over the entire action by virtue of the fact  
5 that this is a civil action wherein the matter in controversy, exclusive of interest  
6 and costs, exceeds the jurisdictional minimum of the Court. The acts and  
7 omissions complained of in this action took place in part in the State of California.  
8 At least one Defendant is a citizen of a state outside of California, and federal  
9 diversity jurisdiction exists and/or jurisdiction under the Class Action Fairness Act  
10 (“CAFA”). The class amount at issue exceeds \$5,000,000 and the jurisdictional  
11 minimum of this Court under CAFA. Venue is proper because this is a class  
12 action, the acts and/or omissions complained of took place, in whole or in part  
13 within the venue of this Court.

14 **FACTUAL ALLEGATIONS**

15 8. Defendant operates a chain of retail department stores throughout  
16 California. Plaintiff has worked for Defendant for nearly 14 years, and is currently  
17 employed by Defendant as Assistant Merchandising Manager at Defendant’s store  
18 in San Marcos, California.

19 9. Plaintiff and the Class, which include various employee titles, work as  
20 non-exempt closing shift supervisors or manager employees responsible for closing  
21 Defendant’s stores (“Closing Supervisor”). Plaintiff has worked for Defendant  
22 with the responsibility for supervising the closing of Defendant’s store on a  
23 number occasions.

24 10. At all relevant times, Defendant had a policy applicable to Closing  
25 Supervisors regarding closing the store. The policy required the Closing Supervisor  
26 to first clock-out, on a device most frequently in the break room at the back of the  
27 store, then proceed to activate the alarm, wait for the alarm to clear or sound, wait  
28 and potentially repeat the process for any employees slow in leaving the store, and

1 confirm the store is locked, secured, empty, and closed. The post-closing,  
2 uncompensated off-the clock process by Closing Supervisors took several minutes,  
3 regularly 5- 10 minutes.

4 11. On each occasion Plaintiff was responsible closing Defendant's store,  
5 she worked off the clock time, regularly for 5-10 minutes, time for which she was  
6 not compensated. The specific dates and times Plaintiff worked as Closing  
7 Supervisor are reflected in Defendant's records. The uncompensated time spent  
8 closing the store, because it was at the end of a shift, was regularly overtime hours.  
9 The specific dates and times Plaintiff worked as Closing Supervisor at a time  
10 during which she should have received the overtime rate will be reflected in  
11 Defendant's records.

12 12. Plaintiff is a long-term employee of Defendant, and was subject to  
13 each of the practices alleged herein. Plaintiff regularly closed the store without  
14 proper compensation.

15 13. Defendant's conduct, as alleged herein, has caused Plaintiff and Class  
16 members damages including, but not limited to, loss of wages and compensation.  
17 Defendant is liable to Plaintiff and the Class for failing to pay minimum wages,  
18 failing to pay, failing to issue accurate wage statements, and unfair competition.

19 14. Plaintiff is a member of and seeks to be the representative for the  
20 Class of similarly situated employees who all have been exposed to, have suffered,  
21 and/or were permitted to work under, Defendant's unlawful employment practices  
22 as alleged herein.

23 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

24 15. Plaintiff brings this action on behalf of herself, and on behalf of all  
25 others similarly situated, and as a member of the Class defined as follows:

26 **Class:** All residents of California who formerly or currently  
27 worked for Defendant as non-exempt employees responsible  
28 for supervising store closing(s) at any time four years prior to

1 the filing of this complaint through the date notice is mailed to  
2 the Class.

3 16. Plaintiff reserves the right to amend or otherwise alter the class and/or  
4 sub-class definition presented to the Court at the appropriate time, or to propose or  
5 eliminate sub-classes, in response to facts learned through discovery, legal  
6 arguments advanced by Defendant or otherwise.

7 17. This action has been brought and may be properly maintained as a  
8 class action pursuant to California's class action statute and other applicable law,  
9 as follows:

10 18. **Numerosity of the Class:** Members of the Class are so numerous  
11 that their individual joinder is impracticable. The precise number of Class  
12 members and their addresses are known to Plaintiff or will be known to Plaintiff  
13 through discovery. Class members may be notified of the pendency of this action  
14 by mail, electronic mail, the Internet, or published notice.

15 19. **Existence of Predominance of Common Questions of Fact and**  
16 **Law:** Common questions of law and fact exist as to all members of the Class  
17 and/or subclass. These questions predominate over any questions affecting only  
18 individual Class and/or subclass members. These common legal and factual  
19 questions include:

- 20 a. Whether Defendant has a policy of requiring Closing Supervisors to  
21 perform off-the-clock work when closing a store;
- 22 b. Whether Defendant's store closing policies violate California's  
23 minimum wage laws as to Closing Supervisors;
- 24 c. Whether Defendant's store closing policies violate California's overtime  
25 wage laws as to Closing Supervisors.
- 26 d. Whether Defendant violated Labor Code §226 by failing to provide  
27 timely and accurate wage statements;
- 28 e. Whether Defendant engaged in unfair practice and violated California

1 Business and Professions Code § 17200 by failing to provide and/or  
2 compensate Plaintiff and the members of the Class for all time worked;

3 f. The nature and extent of class-wide injury and measure of damages for  
4 the injury.

5 20. **Typicality:** Plaintiff's claims are typical of the claims of the members  
6 of the classes and subclasses she represents because Plaintiff was exposed and  
7 subjected to the same unlawful business practices employed by Defendant during  
8 the liability period. Plaintiff and the members of the class she represents sustained  
9 the same types of damages and losses.

10 21. **Adequacy:** Plaintiff is an adequate representative of the class and/or  
11 subclass she seeks to represent because her interests do not conflict with the  
12 interests of the members of the classes and subclasses Plaintiff seeks to represent.  
13 Plaintiff has retained counsel competent and experienced in complex class action  
14 litigation and Plaintiff intends to prosecute this action vigorously. The interests of  
15 members of each class and subclass will be fairly and adequately protected by  
16 Plaintiff and their counsel.

17 22. **Superiority and Substantial Benefit:** The class action is superior to  
18 other available means for the fair and efficient adjudication of Plaintiff and the  
19 Class and/or Subclass members' claims. The violations of law were committed by  
20 Defendant in a uniform manner and class members were exposed to the same  
21 unlawful practices. The damages suffered by each individual Class and/or  
22 Subclass members may be limited. Damages of such magnitude are small given  
23 the burden and expense of individual prosecution of the complex and extensive  
24 litigation necessitated by Defendant's conduct. Further, it would be virtually  
25 impossible for the Class and Subclass members to redress the wrongs done to them  
26 on an individual basis. Even if members of the Class and/or Subclass themselves  
27 could afford such individual litigation, the court system could not. Individualized  
28 litigation increases the delay and expense to all parties and the court system, due to

1 the complex legal and factual issues of the case. By contrast, the class action  
2 device presents far fewer management difficulties, and provides the benefits of  
3 single adjudication, economy of scale, and comprehensive supervision by a single  
4 court.

5 23. The Class and/or Subclass should also be certified because:

6 a. The prosecution of separate actions by individual members of the  
7 Class would create a risk of inconsistent or varying adjudications with respect to  
8 individual Class members which would establish incompatible standards of  
9 conduct for Defendant;

10 b. The prosecution of separate actions by individual members of the  
11 Class would create a risk of adjudication with respect to them, which would, as a  
12 practical matter, be dispositive of the interests of the other Class members not  
13 parties to the adjudications, or substantially impair or impede their ability to  
14 protect their interests; and

15 c. Defendant has acted or refused to act on grounds generally applicable  
16 to the Class, and/or the general public, thereby making appropriate final and  
17 injunctive relief with respect to the Classes as a whole.

18 **FIRST CAUSE OF ACTION**  
19 **FAILURE TO PAY MINIMUM WAGES**  
20 **(Violation of Labor Code §§ 510, 1194, 1194.2, 1197; Wage Order No. 7-2001,**  
21 **§4)**  
22 **(Against All Defendants)**

23 24. Plaintiff re-alleges and incorporates all preceding paragraphs as if  
24 fully set forth herein.

25 25. Labor Code §1197 provides: “The minimum wage for employees  
26 fixed by the commission is the minimum wage to be paid to employees, and the  
27 payment of a less wage than the minimum so fixed is unlawful.”

28 26. Labor Code § 1194, subdivision (a) provides: “Notwithstanding any  
agreement to work for a lesser wage, an employee receiving less than the legal

1 minimum wage or the legal overtime compensation applicable to the employee is  
2 entitled to recover in a civil action the unpaid balance of the full amount of this  
3 minimum wage or overtime compensation, including interest thereon, reasonable  
4 attorney's fees, and costs of suit."

5 27. Labor Code § 1194.2 provides in relevant part: "In any action under  
6 Section 1193.6 or Section 1194 to recover wages because of the payment of a  
7 wage less than the minimum wage fixed by an order of the commission, an  
8 employee shall be entitled to recover liquidated damages in an amount equal to  
9 the wages unlawfully unpaid and interest thereon."

10 28. Pursuant to IWC Wage Order No. 7-2001, at all times material hereto,  
11 "hours worked" includes "the time during which an employee is subject to the  
12 control of an employer, and includes all the time the employee is suffered or  
13 permitted to work, where or not required to do so."

14 29. Plaintiff and Class members were required to perform closing duties  
15 without compensation. The hours Plaintiff and Class members spent performing  
16 off-the-clock closing services were "hours worked" under California law,  
17 requiring that Plaintiff and Class members be paid at least minimum wage for this  
18 time. Plaintiff and the Class were not paid for this time, in violation of  
19 California's minimum wage laws.

20 30. At all times relevant during the liability period, under the provisions  
21 of Wage Order No. 7-2001, Plaintiff and each Class member should have received  
22 not less than the minimum wage in a sum according to proof for the time worked,  
23 but not compensated.

24 31. For all hours that Plaintiff and the Class members worked, they are  
25 entitled to not less than the California minimum wage and, pursuant to Labor  
26 Code § 1194.2(a) liquidated damages in an amount equal to the unpaid minimum  
27 wages and interest thereon. Pursuant to Labor Code § 1194, Plaintiff and the  
28 Class members are also entitled to their attorneys' fees, costs and interest



1 according to proof. At all times relevant during the liability period, Defendant  
2 willfully failed and refused, and continues to willfully fail and refuse, to pay  
3 Plaintiff and Class members the amounts owed.

4 32. As a direct and proximate result of Defendant's violation of Labor  
5 Code §§ 510 and 1197, Plaintiff and other Class members have suffered  
6 irreparable harm and money damages entitling them to damages, injunctive relief  
7 or restitution. Plaintiff, on behalf of themselves and on behalf of the Class, seeks  
8 damages and all other relief allowable including all wages due while working as  
9 Defendant's non-exempt employees, attorneys' fees, liquidated damages,  
10 prejudgment interest, and as to those employees no longer employed by  
11 Defendants, waiting time penalties pursuant to Labor Code § 200 *et seq.*

12 33. Plaintiff and the Class members are entitled to back pay, pre-judgment  
13 interest, liquidated damages, statutory penalties, attorneys' fees and costs, and for  
14 Plaintiff and the Class of members no longer employed, waiting time penalties  
15 pursuant to Labor Code § 1194.

16 **SECOND CAUSE OF ACTION**  
17 **UNLAWFUL FAILURE TO PAY ALL OVERTIME WAGES**  
18 **(Violation of *Labor Code* §§ 510 and 1194)**

19 34. Plaintiff re-alleges, and incorporates by reference, the preceding  
20 paragraphs of this Complaint, as though fully set forth herein.

21 35. California *Labor Code* §510(a) provides that, "[T]he first eight hours  
22 worked on the seventh day of work in any one workweek shall be compensated at  
23 the rate of no less than one and one-half times the regular rate of pay for an  
24 employee. In addition, any work in excess of eight hours on any seventh day of a  
25 workweek shall be compensated at the rate of no less than twice the regular rate of  
26 pay of an employee.

27 36. Industrial Wage Order 4-2001(3)(A)(1)(a) also mandates that  
28 employers pay one and one-half times the employees' regular rate of pay for "the  
first eight (8) hours worked on the seventh (7th) consecutive day of work in a

1 workweek.”

2 37. At all times relevant hereto, Plaintiffs and members of the Class were  
3 non-exempt for purposes of the overtime requirements set forth in the Labor Code  
4 and Wage Order. Plaintiff and Class members’ closing duties occurred at the end  
5 of store hours, and at the end of Class members shifts, and the uncompensated  
6 time spent performing closing duties was often overtime work. Plaintiff and Class  
7 members, however, were not paid at the overtime rate for work performed closing  
8 the store off-the-clock, where that time worked qualified for the overtime rate.

9 38. Plaintiff and the Class seek compensation and penalties for the failure  
10 to pay legally required overtime.

11 **THIRD CAUSE OF ACTION**  
12 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE**  
13 **STATEMENTS**  
14 **(Violation of Labor Code §§ 226 and 226.3)**

15 39. Plaintiff re-alleges and incorporates all preceding paragraphs as if  
16 fully set forth herein.

17 40. California Labor Code § 226(a) provides: “Every employer shall,  
18 semimonthly or at the time of each payment of wages, furnish each of his or her  
19 employees, either as a detachable part of the check, draft, or voucher paying the  
20 employee's wages, or separately when wages are paid by personal check or cash,  
21 an accurate itemized statement in writing showing (1) gross wages earned, (2)  
22 total hours worked by the employee..., (3) the number of piece-rate units earned  
23 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
24 deductions, provided that all deductions made on written orders of the employee  
25 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
26 dates of the period for which the employee is paid, (7) the name of the employee  
27 and his or her social security number, except that by January 1, 2008, only the last  
28 four digits of his or her social security number or an employee identification  
number other than a social security number may be shown on the itemized

1 statement, (8) the name and address of the legal entity that is the employer, and  
2 (9) all applicable hourly rates in effect during the pay period and the  
3 corresponding number of hours worked at each hourly rate by the employee.”

4 41. Labor Code § 226(e) provides that an employee is entitled to recover  
5 \$50 for the initial pay period in which a violation of § 226 occurs and \$100 for  
6 each subsequent pay period, as well as an award of costs and reasonable attorneys’  
7 fees, for all pay periods in which the employer knowingly and intentionally failed  
8 to provide accurate itemized statements to the employee causing the employee to  
9 suffer injury.

10 42. Plaintiff is informed, believe and thereon alleges that at all times  
11 relevant Defendants knowingly and intentionally failed to furnish and continues  
12 to knowingly and intentionally fail to furnish Plaintiff and each Class member  
13 with timely and accurate itemized statements showing the gross wages earned by  
14 each of them, as required by Labor Code § 226 (a), in that the payments owed to  
15 Plaintiff and the members of the Class for unpaid minimum and overtime wages  
16 in connection with store closing duties were not included in gross wages earned  
17 by Plaintiff and the Class. Defendants’ failure to provide Plaintiff Class members  
18 with accurate itemized wage statements has caused Plaintiff and members of the  
19 Class to incur economic damages in that they were not aware that they were owed  
20 and not paid compensation for missed rest periods, and for hours worked without  
21 pay.

22 43. As a result of Defendant’s issuance of inaccurate itemized wage  
23 statements to Plaintiff and members of the Class in violation of Labor Code §  
24 226(a), Plaintiff and the members of the Class are each entitled to recover  
25 penalties pursuant to § 226(e) of the Labor Code.

26 **FOURTH CAUSE OF ACTION**  
27 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION ACT**  
28 **(Violation of California’s Unfair Competition Law, Bus. & Prof. Code §§**  
**17200 et seq.)**

1 44. Plaintiff re-alleges and incorporates all preceding paragraphs as if  
2 fully set forth herein.

3 45. Section 17200 of the California Business and Professions Code (the  
4 “UCL”) prohibits any unlawful, unfair, or fraudulent business practices.

5 46. Through its actions alleged herein, Defendant has engaged in unfair  
6 competition within the meaning of the UCL. Defendant’s conduct, as alleged  
7 herein, constitutes unlawful, unfair, and/or fraudulent business practices under the  
8 UCL.

9 47. Defendant’s unlawful conduct under the UCL includes, but is not  
10 limited to, violating the statutes and regulations alleged herein; failure to pay  
11 Class members wages and compensation they earned through labor provided; and  
12 employees fundamental right to be paid wages in a timely fashion for their work;  
13 and failing to otherwise compensate Class members, as alleged herein.

14 Defendant’s fraudulent conduct includes, but is not limited to, issuing wage  
15 statements containing false and/or misleading information about the time the Class  
16 members worked and the amount of wages or compensation due. Defendant’s  
17 unfair conduct is implementing policies and practices which deprived Class  
18 members of minimum wage for all hours worked.

19 48. Plaintiff has standing to assert this claim because she has suffered  
20 injury in fact and has lost money as a result of Defendant’s conduct.

21 49. Plaintiff and the Class seek restitutionary disgorgement from  
22 Defendant in connection with its unlawful, unfair, and/or fraudulent conduct  
23 alleged herein.

24 **PRAYER**

25 WHEREFORE, Plaintiff, on behalf of herself and all others similarly  
26 situated and also on behalf of the general public, pray for judgment against  
27 Defendant as follows:

28 A. An order that this action may proceed and be maintained as a class

- 1 action;
- 2 B. For all unpaid minimum wages and liquidated damages due to
- 3 Plaintiff and each Class member on their minimum wage claim;
- 4 C. For all unpaid overtime wages and liquidated damages due to Plaintiff
- 5 and each Class member on their overtime wage claim;
- 6 D. For all statutory penalties;
- 7 E. For restitutionary disgorgement pursuant to the UCL;
- 8 F. Prejudgment interest at the maximum legal rate;
- 9 G. Reasonable attorneys' fees;
- 10 H. Accounting of Defendant's records for the liability period;
- 11 I. General, special and consequential damages, to the extent allowed by
- 12 law;
- 13 J. Costs of suit; and
- 14 K. Such other relief as the Court may deem just and proper.

15 DATED: August 17, 2018

16 **HAFFNER LAW PC**  
17 By: /s/ Joshua H. Haffner  
18 Joshua H. Haffner  
19 Attorney for Plaintiff and others  
20 Similarly situated  
21  
22  
23  
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27  
28

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury for herself and the Class members on all claims so triable.

DATED: August 17, 2018

**HAFFNER LAW PC**

By: /s/ Joshua H. Haffner  
Joshua H. Haffner  
Attorneys for Plaintiff and others  
Similarly situated

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

JOAN CATHERYN PAULINO, an individual, on behalf of herself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Joshua H. Haffner, SBN 188652; Benson E Garrett, SBN 237134 Graham G. Lambert, SBN 303056; Haffner Law PC 445 S Figueroa Street, Suite 2325, Los Angeles, CA 90071

DEFENDANTS

MARSHALLS OF CA, LLC; and DOES 1 through 10, inclusive

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)

'18CV1925 CAB AGS

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 and business location (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): Wage and hour claims under the California Labor Code
Brief description of cause: Failure to pay Minimun Wages; Overtime Wages; Timely & Accurate Wage Statements

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 08/17/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ JOSHUA H. HAFFNER

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: [Marshalls Manager Files Class Action Over Alleged Off-the-Clock Closing Duties](#)

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