

1 Nicholas D. Kovarik, WSBA #35462  
2 Email: nick@pyklawyers.com  
3 PISKEL YAHNE KOVARIK, PLLC  
4 522 W. Riverside Ave., Suite 700  
5 Spokane, Washington 99201  
6 509-321-5930 – Telephone  
7 509-321-5935 – Facsimile

8 Attorney for Plaintiffs Jerry Singletary, et al.

9  
10 U.S. DISTRICT COURT  
11 EASTERN DISTRICT OF WASHINGTON

12 JERRY SINGLETARY, Individually  
13 and For Others Similarly Situated.

14 Plaintiffs,

15 v.

16 AECOM.

17 Defendant.

18 Case No.: 2:18-cv-00372

19 **CLASS AND COLLECTIVE  
20 ACTION COMPLAINT**

21 **JURY TRIAL DEMANDED**

22 Plaintiff Jerry Singletary (Singletary) is informed and believes, and on that  
23 basis alleges, as follows:

24 **SUMMARY**

25 1. AECOM (AECOM) failed to pay Singletary, and other workers like  
26 him, overtime as required by the Fair Labor Standards Act (FLSA) and the Revised  
27 Code of Washington, Chapter 49.46 *et seq.* (RCW), Washington’s Minimum Wage  
28 Act (WMWA), and any relevant regulations and/or rules adopted by the Washington  
Director of Labor and Industries (collectively, “Washington Wage Laws”).

2. Instead, AECOM pays Singletary, and other workers like him, the same  
hourly rate for all hours worked, including those in excess of 40 in a workweek.



1 3. AECOM further failed to pay Singletary, and other workers like him,  
2 for all rest breaks, meal breaks in violation of Washington Wage Laws.

3  
4 4. Singletary brings this collective and class action to recover unpaid  
5 overtime and other damages.

6 **JURISDICTION AND VENUE**

7  
8 5. This Court has original subject matter jurisdiction pursuant to 28  
9 U.S.C. § 1331 and 29 U.S.C. § 216(b).

10  
11 6. The Court has federal jurisdiction over this action pursuant to the  
12 jurisdictional provisions of the Class Action Fairness Act, 28 U.S.C. § 1332(d). The  
13 Court also has supplemental jurisdiction over any state law sub-class pursuant to 28  
14 U.S.C. § 1367.

15  
16 7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 a significant  
17 portion of the facts giving rise to this lawsuit occurred in this District.

18 **THE PARTIES**

19  
20 8. Singletary is an hourly employee of AECOM. His written consent is  
21 attached as Exhibit A.

22  
23 9. Singletary seeks conditional and final certification of this FLSA  
24 collective action under 29 U.S.C. § 216(b).

25  
26 10. The class of similarly situated employees sought to be certified as a  
27 collective action under the FLSA is defined as:  
28





1 of the FLSA, 29 U.S.C. § 203(s)(1), because AECOM is an engineering firm  
2 providing design, consulting, construction and management services throughout this  
3 country. Specifically, AECOM was responsible for maintenance of the nuclear waste  
4 treatment facility at issue.  
5

6 18. At all relevant times, AECOM had an annual gross volume of sales  
7 made in excess of \$1,000,000,000.00.  
8

9 19. At all times hereinafter mentioned, Singletary and the Putative Class  
10 Members (as defined below) were engaged in commerce or in the production of  
11 goods for commerce per 29 U.S.C. §§ 206-207.  
12

### 13 THE FACTS

14 20. AECOM is a multi-billion dollar engineering firm that provides design,  
15 consulting, construction, and management services to clients across the United  
16 States.  
17

18 21. In order to provide these services, it employs individuals like Singletary.  
19

20 22. Singletary was an hourly employee of AECOM.  
21

22 23. Singletary was hired around May 2016.  
23

24 24. Singletary was a Maintenance Superintendent for AECOM.  
25

26 25. AECOM paid Singletary by the hour.  
27

28 26. AECOM paid Singletary \$60.57 per hour.

27 27. Singletary reports the hours he works to AECOM on a regular basis.  
28

1 28. If Singletary worked fewer than 40 hours in a week, he was only paid  
2 only for the hours he worked.

3  
4 29. For example, during the two-week pay period ending on July 29, 2016,  
5 Singletary was credited for working 63.5 hours.

6 30. During at least one of those two weeks, Singletary worked less than 40  
7 hours.

8  
9 31. Singletary was paid \$60.57 for 63.5 hours he worked.

10 32. But Singletary regularly worked more than 40 hours in a week.

11 33. The hours Singletary works are reflected in AECOM's records.

12 34. AECOM paid Singletary at the same hourly rate for all hours worked,  
13 including those in excess of 40 in a workweek.

14  
15  
16 35. Rather than receiving time and half as required by the FLSA, Singletary  
17 only received "straight time" pay for overtime hours worked.

18 36. This "straight time for overtime" payment scheme violates the FLSA.

19  
20 37. Singletary was not paid for periods of inactivity during meal breaks and  
21 rest breaks.

22 38. AECOM has not paid Singletary the overtime he is owed, constituting  
23 waiting time.

24 39. AECOM was aware of the overtime requirements of the FLSA.

25  
26 40. AECOM nonetheless failed to pay certain hourly employees, such as  
27 Singletary, overtime.  
28

1 41. AECOM's failure to pay overtime to these hourly workers was, and is,  
2 a willful violation of the FLSA.

3  
4 **FLSA VIOLATIONS**

5 42. By failing to pay Singletary and the FLSA Class Members overtime at  
6 one-and-one-half times their regular rates, AECOM violated the FLSA's overtime  
7 provisions.

8  
9 43. AECOM owes Singletary and the FLSA Class Members the difference  
10 between the rate actually paid and the proper overtime rate.

11  
12 44. Any differences in job duties do not detract from the fact that these  
13 hourly workers are entitled to overtime pay.

14  
15 45. Because AECOM knew, or showed reckless disregard for whether, its  
16 pay practices violated the FLSA, AECOM owes these wages for at least the past  
17 three years.

18  
19 46. AECOM is liable to Singletary and the FLSA Class Members an  
20 amount equal to all unpaid overtime wages as liquidated damages.

21  
22 47. Singletary and the FLSA Class Members are entitled to recover all  
23 reasonable attorneys' fees and costs incurred in this action.

24  
25 48. The workers impacted by AECOM's "straight time for overtime"  
26 scheme should be notified of this action and given the chance to join pursuant to 29  
27 U.S.C. § 216(b).

**WASHINGTON WAGE LAW VIOLATIONS**

1  
2 49. Singletary realleges and reincorporates all allegations above as if  
3 incorporated herein.  
4

5 50. The foregoing conduct, as alleged, violate the Washington Wage Laws.

6 51. At all relevant times, AECOM has been, and continue to be, an  
7 “employer” within the meaning of the Washington Wage Laws. At all relevant  
8 times, AECOM employed “employee[s],” including Singletary and the Washington  
9 Class, within the meaning of the Washington Wage Laws.  
10

11 52. RCW §49.52.070 provides that employers who violate Washington’s  
12 minimum wage laws under the circumstances present in this case are liable for  
13 double the amount of wages improperly withheld.  
14

15 53. Pursuant to RCW §49.52.080, there exists a presumption of willfulness.  
16

17 54. The Washington Wage Laws require an employer, such as AECOM to  
18 pay overtime compensation to all non-exempt employees. Singletary and the  
19 Washington Class are not exempt from overtime pay requirements under the  
20 Washington Wage Laws.  
21

22 55. More specifically, the Washington Class members’ claims are subject to  
23 the three-year statute of limitations applicable to the WMWA and implied contracts,  
24 as provided under RCW § 4.16.080(3). *See e.g., Seattle Prof’l Eng’g Employees Ass’n v.*  
25 *Boeing Co.*, 139 Wash. 2d 824, 838, 991 P.2d 1126, 1134, opinion corrected on denial  
26  
27  
28

1 of reconsideration, 1 P.3d 578 (Wash. 2000); *Mitchell v. PEMCO Mut. Ins. Co.*, 134  
2 Wash. App. 723, 737, 142 P.3d 623 (2006).

3  
4 56. At all relevant times, AECOM had a policy and practice of failing and  
5 refusing to pay overtime pay to Singletary for his hours worked in excess of forty  
6 hours per workweek.

7  
8 57. AECOM violated Washington Wage Laws including, but not  
9 necessarily limited to, RCW, WMWA, by failing to pay the Washington Class on a  
10 salary basis.

11  
12 58. At all relevant times, AECOM did not pay the Washington Class on a  
13 salary basis, so the Washington Class was not exempt under Wash. Admin. Code  
14 §296-128-510 (executive), Wash. Admin. Code §296-128-520 (administrative), Wash.  
15 Admin. Code §296-128-530 (professional), and Wash. Admin. Code §296-128-532  
16 (salary basis and deductions).

17  
18 59. With regards to the Class Members, AECOM did not comply with  
19 Washington Admin. Code §296-126-092(4) which provides: “Employees shall be  
20 allowed a rest period of not less than ten minutes, on the employer’s time, for each  
21 four hours of working time.”  
22

23  
24 60. At all relevant times, Defendants willfully failed and refused, and  
25 continues to willfully fail and refuse, to pay Singletary and Class Members the  
26 amounts owed. Specifically, Defendant claws back all hourly advances not paid for  
27  
28



1 rest/meal break time. This conduct violates Washington Wage Laws as alleged in  
2 this cause of action.

3  
4 61. AECOM has denied Singletary and the Washington Class wages and  
5 benefits of employment, including contractual vacation pay, as alleged herein.  
6 AECOM's deduction of Singletary and the Washington Class members vacation pay  
7 for wages results in depriving Singletary and Washington Class members of their  
8 vacation pay, in violation of RCW §49.52.050. AECOM is, therefore, liable to  
9 Singletary and the Washington Class for all such vacation pay and other improperly  
10 deducted or rebated wages or earnings, and double damages, under RCW  
11 §49.52.070.  
12  
13

14 62. Singletary and the Washington Class seek recovery of attorneys' fees,  
15 costs, and expenses of this action to be paid by Defendants.  
16

17 63. Singletary and the Washington Class seek damages in the amount of  
18 the respective unpaid wages earned and due at the regular hourly wage rate, and at a  
19 rate not less than one and one-half times the regular rate of pay for work performed  
20 in excess of forty hours in a workweek; actual damages; penalty damages; and such  
21 other legal and equitable relief as the Court deems just and proper.  
22  
23

#### 24 CLASS AND COLLECTIVE ACTION ALLEGATIONS

25 64. AECOM's illegal "straight time for overtime" policy extends beyond  
26 Singletary.  
27  
28

1 65. It is the “straight time for overtime” payment plan that violates the  
2 FLSA in this collective and class action.

3  
4 66. AECOM pays hundreds of hourly employees according to the same  
5 unlawful scheme.

6  
7 67. Any differences in job duties do not detract from the fact that these  
8 hourly workers were entitled to overtime pay.

9  
10 68. Singletary and the Class Members impacted by AECOM’s “straight  
11 time for overtime” scheme should be notified of this action and given the chance to  
12 join pursuant to 29 U.S.C. § 216(b).

13 69. AECOM has accurate records of the wages paid to its hourly workers.

14  
15 70. The Class Members are geographically disbursed, residing, and working  
16 in states across the country.

17  
18 71. Singletary’s experiences are typical of the experiences of all Class  
19 Members.

20  
21 72. Singletary has no interests contrary to, or in conflict with, the members  
22 of the Class Members. Like each member of the proposed classes, Singletary has an  
23 interest in obtaining the unpaid overtime wages owed under state and/or federal law.

24  
25 73. A class and collective action, such as the instant one, is superior to  
26 other available means for fair and efficient adjudication of the lawsuit.  
27  
28

1 74. Absent this action, many members of the FLSA Class and Washington  
2 Class likely will not obtain redress of their injuries and AECOM will retain the  
3 proceeds of their violations of the FLSA and Washington Wage Laws.  
4

5 75. Furthermore, individual litigation would be unduly burdensome to the  
6 judicial system. Concentrating the litigation in one forum will promote judicial  
7 economy and parity among the claims of individual members of the classes and  
8 provide for judicial consistency.  
9

10 76. The questions of law and facts common to each of the FLSA and  
11 Washington Class Members predominate over any questions affecting solely the  
12 individual members. Among the common questions of law and fact are:  
13

14 a. Whether AECOM employed the FLSA and Washington Class  
15 Members within the meaning of the FLSA and Washington Wage Laws;  
16

17 b. Whether the FLSA and Washington Class Members were  
18 exempt from overtime;  
19

20 c. Whether AECOM's decision not to pay overtime to the FLSA  
21 and Washington Class Members was made in good faith; and  
22

23 d. Whether AECOM's violation of the FLSA and Washington  
24 Wage Laws was willful.  
25

26 77. Singletary's claims are typical of the FLSA and Washington Class  
27 Members since both have sustained damages arising out of AECOM's illegal and  
28 uniform employment pay policy.

1 78. Singletary knows of no difficulty that will be encountered in the  
2 management of this litigation that would preclude its ability to go forward as a class  
3 or collective action.  
4

5 79. Although the issue of damages may be somewhat individual in  
6 character, there is no detraction from the common nucleus of liability facts.  
7  
8 Therefore, this issue does not preclude class or collective action treatment.

9 80. Concentrating the litigation in one forum will promote judicial  
10 economy and parity among the claims of individual members of the classes and  
11 provide for judicial consistency.  
12

13 **JURY DEMAND**

14 81. Pursuant to F.R.C.P. 38, Singletary demands a trial by jury.  
15

16 **PRAYER**

17 82. WHEREFORE, Singletary prays for relief as follows:  
18

19 a. An order designating this lawsuit as a collective action and  
20 authorizing notice pursuant to 29 U.S.C. § 216(b) to the proposed Class  
21 Members to permit them to join this action by filing a written notice of  
22 consent;  
23

24 b. For an Order designating the state law classes as class actions  
25 pursuant to Fed. R. Civ. P. 23 under Washington Wage Laws;  
26  
27  
28

1 c. Judgment against AECOM awarding Singletary and the Class  
2 Members all unpaid overtime compensation, liquidated damages, attorneys'  
3 fees and costs.

4  
5 d. An award of pre- and post-judgment interest on all amounts  
6 awarded at the highest rate allowable by law; and

7  
8 e. All such other and further relief to which Singletary and the  
9 Class Members may show themselves to be justly entitled.

10 Respectfully submitted,

11  
12 By: /s/ Nicholas D. Kovarik

13 Nicholas D. Kovarik  
14 WA Bar No. 35462  
15 nick@pyklawyers.com  
16 **PISKEL YAHNE KOVARIK, PLLC**  
17 522 W. Riverside Ave., Suite 700  
18 Spokane, Washington 99201  
19 509-321-5930 – Telephone  
20 509-321-5935 – Facsimile

21 Michael A. Josephson  
22 Texas Bar No. 24014780  
23 mjosephson@mybackwages.com

24 Andrew Dunlap  
25 Texas Bar No. 24078444  
26 adunlap@mybackwages.com

27 Richard M. Schreiber  
28 Texas Bar No. 24056278  
**JOSEPHSON DUNLAP, LLP**  
11 Greenway Plaza, Suite 3050  
Houston, Texas 77046  
713-352-1100 – Telephone  
713-352-3300 – Facsimile

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Pro Hac Vice Forthcoming

**AND**

Richard J. (Rex) Burch  
Texas Bar No. 24001807  
rburch@brucknerburch.com  
**BRUCKNER BURCH, PLLC**  
8 Greenway Plaza, Suite 1500  
Houston, Texas 77046  
713-877-8788 – Telephone  
713-877-8065 – Facsimile  
Pro Hac Vice Forthcoming

**ATTORNEYS FOR PLAINTIFFS**



# EXHIBIT A

**CONSENT TO JOIN WAGE CLAIM**

Print Name: Jerry Singletary

1. I hereby consent to participate in a collective action lawsuit against AECOM to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firm and attorneys at JOSEPHSON DUNLAP as my attorneys to prosecute my wage claims.
4. I authorize the law firm and attorneys at JOSEPHSON DUNLAP to use this consent to file my claim in a separate lawsuit, class/collective action, or arbitration against the company.

Signature: *Jerry Singletary*  
Jerry Singletary (Jul 20, 2018)

Date Signed: Jul 20, 2018



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

JERRY SINGLETARY, Individually and For Others Similarly Situated

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

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

Piskel Yahne Kovarik, 522 W. Riverside Ave, Ste. 700, Spokane WA 99201; (509) 321 - 5930.

DEFENDANTS

AECOM

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)

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)

Click here for: Nature of Suit Code Descriptions.

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): 28 U.S.C. § 1331, 29 U.S.C. § 216(b)

Brief description of cause: unpaid overtime compensation

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 11/30/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Nicholas D. Kovarik

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.

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

UNITED STATES DISTRICT COURT

for the

Eastern District of Washington

JERRY SINGLETARY, Individually and For Others
Similarly Situated

Plaintiff(s)

v.

AECOM

Defendant(s)

Civil Action No. 2:18-cv-00372

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) AECOM
Registered Agent: C T Corporation System
111 Eighth Ave., 13th Floor
New York, NY 10011

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: PISKEL YAHNE KOVARIK, PLLC
Attn: Nicholas D. Kovarik
522 West Riverside Avenue, Suite 700
Spokane, WA 99201

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

SEAN F. McAVOY, Clerk

Civil Action No. 2:18-cv-00372

**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:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Aecom's 'Payment Scheme' Shorted Hourly Workers on Overtime Wages, Lawsuit Claims](#)

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