

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

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**Jorge Yu,  
individually and on behalf of  
all others similarly situated,**

**Case No.: 17-cv-324**

**Plaintiff,**

**v.**

**Millwood, Inc.**

**Defendant.**

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**COLLECTIVE AND CLASS ACTION COMPLAINT**

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**PRELIMINARY STATEMENT**

1. This is a collective and class action brought by Plaintiff Jorge Yu on behalf of himself and all other similarly situated employees who worked as hourly employees for Defendant Millwood, Inc. at its Cudahy, Wisconsin location. Since March 6, 2014, Defendant Millwood, Inc. had a uniform practice of automatically deducting 20 minute breaks and rounding its hourly employees' punches as recorded in its time clock to decrease the compensable work time for which Plaintiff Yu and the other hourly employees were paid. As a result of this deduction, Defendant Millwood, Inc. failed to compensate Plaintiff Yu and the putative classes' members at one and one-half times their hourly rates of pay for all hours worked in excess of forty in given workweeks and/or at the mandated minimum wage rates for all hours worked in violation of the Fair Labor Standards Act ("FLSA") and Wisconsin wage and hour laws. In addition, Defendant Millwood, Inc. failed to compensate Plaintiff Yu and the putative classes' members at their agreed-upon hourly rates for all hours worked in violation of Wisconsin law.

2. Plaintiff Jorge Yu brings this action, on behalf of himself and other similarly situated current and former hourly employees, as a collective action pursuant to the FLSA for purposes of obtaining relief for unpaid minimum wages, overtime wages, liquidated damages, costs, attorneys' fees, and/or any such other relief the Court may deem appropriate. Plaintiff Jorge Yu also brings this action on behalf of other similarly situated current and former employees, as a class action pursuant to FED. R. CIV. P. 23 for purposes of obtaining relief under Wisconsin's wage laws for unpaid minimum wages, overtime wages, agreed-upon wages, civil penalties, costs, attorneys' fees, declaratory and/or injunctive relief, and/or any such other relief the Court may deem appropriate.

### **JURISDICTION AND VENUE**

3. This Court has original jurisdiction under 28 U.S.C. § 1331 because this case presents federal questions brought under the FLSA.

4. This Court has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over the state law claims, as they are so related in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

5. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b) and (c), because a substantial part of the events or omissions giving rise to the claims occurred in this district, and Defendant Millwood, Inc. has substantial and systematic contacts in this district.

### **PARTIES**

6. Defendant Millwood, Inc. is an Ohio corporation with its principal office located in Vienna, Ohio and locations in Cudahy, Wisconsin and De Pere, Wisconsin.

7. Millwood Inc.'s registered agent for service of process in the State of Wisconsin is Chad Radke located in De Pere, Wisconsin.

8. Plaintiff Jorge Yu (hereinafter “Plaintiff Yu”) is an adult resident of Milwaukee County in the State of Wisconsin. Plaintiff Yu’s Notice of Consent to Join this collective action pursuant to 29 U.S.C. § 216(b) is attached as Exhibit A to and is hereby made a part of this Complaint. Plaintiff Yu was formerly employed as an hourly employee by Millwood, Inc. at times since March 6, 2014.

9. Plaintiff Yu brings this action on behalf of himself and all other similarly situated employees in the FLSA Collective Class, as authorized under the FLSA, 29 U.S.C. § 216(b). The **FLSA Collective Class** is defined as follows:

All persons who are or have been employed by Millwood, Inc. at its Cudahy, Wisconsin location and who have been paid an hourly rate at any time since March 6, 2014.

10. Plaintiff Yu brings this action on behalf of himself and all other similarly situated employees in the Wisconsin Rule 23 pursuant to FED. R. CIV. P. 23. The **Wisconsin Rule 23 Class** is defined as follows:

All persons who are or have been employed by Millwood, Inc. at its Cudahy, Wisconsin location and who were paid an hourly rate at any time since March 6, 2015.

11. The FLSA Class and the Wisconsin Class will be referred to collectively hereinafter as the “Classes.”

### **GENERAL ALLEGATIONS**

12. Millwood, Inc. manufactures and sells packaging and material handling products – such as pallets, crates, and stretch film.

13. Plaintiff Yu and the FLSA Collective Class work, or have worked, for Millwood, Inc. as hourly employees at times since March 6, 2014.

14. Plaintiff Yu and the Wisconsin Rule 23 Class work, or have worked, for Millwood, Inc. as hourly employees at times since March 6, 2015.

15. Since March 6, 2014, Plaintiff Yu and the Classes have been paid on an hourly basis for their work at Millwood, Inc.'s Cudahy, Wisconsin facility.

16. At times since March 6, 2014, Plaintiff Yu and the Classes' hourly rates have varied on a weekly basis based on their productivity – with a base hourly rate of \$7.25 per hour.

17. Since March 6, 2014, Millwood, Inc. has suffered or permitted Plaintiff Yu and the Classes have to work in excess of forty hours in various workweeks.

18. Since March 6, 2014, Millwood, Inc. has required Plaintiff Yu and the Classes to record their start and end times at a time clock located within its Cudahy location.

19. Since March 6, 2014, Millwood, Inc. has had a practice of rounding Plaintiff Yu and the Classes' start and end times as recorded in its time clock predominantly in Millwood, Inc.'s favor.

20. In addition, at times since March 6, 2014, Millwood, Inc. has had a practice of deducting twenty minute breaks from the compensable work time of Plaintiff Yu and the Classes for each shift worked in excess of six hours.

21. Since March 6, 2014, Millwood, Inc. has suffered or permitted Plaintiff Yu and the Classes to perform compensable work that was integral and indispensable to their primary job duties – such as setting up work station with and/or cleaning work stations of tools and materials needed in the course of their work at Millwood, Inc. – during the time that Millwood, Inc. rounded in its favor.

22. Since March 6, 2014, the twenty minute breaks which Millwood, Inc. has deducted from the compensable work time of Plaintiff Yu and the Classes have not been bona-fide – and therefore non-compensable – breaks.

23. As a result of the above allegations, Millwood, Inc. has denied Plaintiff Yu and the Classes' members compensation for all hours worked at the applicable minimum wage and/or agreed-upon wage rate since March 6, 2014.

24. As a result of the above allegations, Millwood, Inc. has denied Plaintiff Yu and the Classes' member compensation for all hours worked in excess of forty in a given workweeks at the applicable overtime premium rates since March 6, 2014.

25. Millwood, Inc.'s conduct, as set forth in this complaint, was willful, dilatory, unjust, and in bad faith, and has caused significant damages to Plaintiff Yu and the Classes' members.

#### **COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA**

26. Plaintiff Yu and the FLSA Collective Class that he brings this action on behalf of are and have been similarly situated, have and have had substantially similar pay provisions, and are and have been subject to Millwood, Inc.'s decisions, policies, plans and programs, practices, procedures, protocols, routines, and rules willfully failing and refusing to compensate them for each hour worked at the applicable minimum wage rate and/or for hours worked in excess of forty in a workweek at time and one-half their regular rates as mandated by the FLSA. The claims of Plaintiff Yu as stated herein are the same as those of the FLSA Collective Class he seeks to represent.

27. Plaintiff Yu and the FLSA Collective Class seek relief on a collective basis and challenge Millwood, Inc.'s policies and practices, which led to federal wage violations.

28. As a result of the above-alleged uniform pay practices, Millwood, Inc. has failed to pay Plaintiff Yu and the FLSA Collective Class the mandated minimum wage for all hours worked since March 6, 2014.

29. As a result of the above-alleged uniform pay practices, Millwood, Inc. has failed to pay Plaintiff Yu and the FLSA Collective Class the mandated overtime premium pay for hours worked in excess of forty in a workweek since March 6, 2014.

30. The FLSA Collective Class is readily ascertainable. For purpose of notice and other reasons related to this action, their names, phone numbers, social security numbers, and addresses are readily available from Millwood, Inc. Notice can be provided to the FLSA Collective Class via first class mail to the last address known to Millwood, Inc. and through posting at Millwood, Inc.'s facilities in areas where postings are normally made.

#### **RULE 23 CLASS ALLEGATIONS - WISCONSIN**

31. Plaintiff Yu brings his Wisconsin state law claims, pursuant to Wisconsin wage and hour laws, under FED. R. CIV. P. 23 on behalf of the Wisconsin Rule 23 Class for violations occurring on or after March 6, 2015.

32. The members of the Wisconsin Rule 23 Class are readily ascertainable. The number and identity of the members of the Wisconsin Rule 23 Class are determinable from the records of Millwood, Inc.

33. The proposed Wisconsin Rule 23 Class is so numerous that joinder of all members is impracticable, and more importantly the disposition of their claims as a class will benefit the parties and the Court. Although the precise number of such persons is unknown, and the facts on which the calculation of that number are presently within the sole control of

Millwood, Inc., upon information and belief, there are at least 40 members in the Wisconsin Rule 23 Class.

34. Plaintiff Yu's claims are typical of those claims which could be alleged by any member of the Wisconsin Rule 23 Class and the relief sought is typical of the relief which would be sought by each member of the Wisconsin Rule 23 Class in separate actions. The alleged claims arise out of the same corporate practices of Millwood, Inc. and Millwood, Inc. benefited from the same type of unfair and/or wrongful acts as to each Wisconsin Rule 23 Class member. Plaintiff Yu and other members of the Wisconsin Rule 23 Class sustained similar losses, injuries, and damages arising from the same unlawful policies, practices and procedures.

35. Plaintiff Yu is able to fairly and adequately protect the interests of the Wisconsin Class and has no interests antagonistic to the Wisconsin Rule 23 Class.

36. There are questions of fact and law common to the Wisconsin Rule 23 Class that predominate over any questions affecting only individual members, such as:

- a) Whether Millwood, Inc. violated Wisconsin law's minimum wage requirements by its common policy and practice of deducting twenty minute breaks from the compensable work time of Plaintiff Yu and the Wisconsin Rule 23 Class for each shift worked in excess of six hours;
- b) Whether Millwood, Inc. violated Wisconsin law's overtime pay requirements by its common policy and practice of deducting twenty minute breaks from the compensable work time of Plaintiff Yu and the Wisconsin Rule 23 Class for each shift worked in excess of six hours;
- c) Whether Millwood, Inc. violated Wisconsin law's agreed-upon wage requirements by its common policy and practice of deducting twenty minute

breaks from the compensable work time of Plaintiff Yu and the Wisconsin Rule 23 Class for each shift worked in excess of six hours;

- d) Whether Millwood, Inc. violated Wisconsin law's minimum wage requirements by its common policy and practice of rounding Plaintiff Yu and the Wisconsin Rule 23 Class's punch times in Millwood, Inc.'s favor;
- e) Whether Millwood, Inc. violated Wisconsin law's agreed-upon wage requirements by its common policy and practice of rounding Plaintiff Yu and the Wisconsin Rule 23 Class's punch times in Millwood, Inc.'s favor;
- f) Whether Millwood, Inc. violated Wisconsin law's overtime pay requirements by its common policy and practice of rounding Plaintiff Yu and the Wisconsin Rule 23 Class's punch times in Millwood, Inc.'s favor; and
- g) Whether Millwood, Inc.'s actions as described in this complaint were willful, dilatory, and unjust violations of Wisconsin law.

37. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits in federal court against a large and wealthy corporate defendant, particularly those with relatively small claims.

38. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness and equity, to other available methods for the fair and efficient adjudication of the claims.

**FIRST CLAIM FOR RELIEF**  
**Violations of the Fair Labor Standards Act of 1938 as Amended**



39. Plaintiff Yu, on behalf of himself and the FLSA Collective Class, reasserts and incorporates by reference all paragraphs set forth above as if restated herein.

40. Since March 6, 2014, Plaintiff Yu and the FLSA Collective Class have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201 *et seq.*

41. Since March 6, 2014, Millwood, Inc. has been and continues to be an enterprise engaged in commerce within the meaning of 29 U.S.C. § 203(s)(1).

42. Since March 6, 2014, Plaintiff Yu and the members of the FLSA Collective Class have been employees within the meaning of 29 U.S.C. § 203(e).

43. Since March 6, 2014, Millwood, Inc. was an employer of Plaintiff Yu and the FLSA Collective Class as provided under 29 U.S.C. § 203(d).

44. Since March 6, 2014, Millwood, Inc. violated the FLSA by failing to account for and compensate Plaintiff Yu and the FLSA Collective Class at the mandated minimum wage rate for each hour they worked each workweek through its practices of deducting twenty minute breaks and rounding start and end times.

45. Since March 6, 2014, Millwood, Inc. violated the FLSA by failing to account for and compensate Plaintiff Yu and the FLSA Collective Class at the mandated overtime premium rate for each hour they worked in excess of forty each workweek through its practices of deducting twenty minute breaks and rounding start and end times.

46. Plaintiff Yu and the FLSA Collective Class are entitled to damages equal to the mandated minimum wage rate for all hours worked that were improperly deducted and/or rounded within the three years prior to the filing of this Complaint, plus periods of equitable

tolling because Millwood, Inc. acted willfully and knew or showed reckless disregard of whether its conduct was prohibited by the FLSA.

47. Plaintiff Yu and the FLSA Collective Class are entitled to damages equal to the mandated overtime premium rate for all hours worked in excess of forty in a workweek that were improperly deducted and/or rounded within the three years prior to the filing of this Complaint, plus periods of equitable tolling because Millwood, Inc. acted willfully and knew or showed reckless disregard of whether its conduct was prohibited by the FLSA.

48. Millwood, Inc.'s failure to properly compensate Plaintiff Yu and the FLSA Collective Class was willfully perpetrated and Plaintiff Yu and the FLSA Collective Class are therefore entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime premium pay described above to Section 216(b) of the FLSA, 29 U.S.C. § 216(b).

49. Alternatively, should the Court find that Millwood, Inc. did not act willfully in failing to pay minimum wages, Plaintiff Yu and the FLSA Collective Class are entitled to an award of pre-judgment interest at the applicable legal rate.

50. Pursuant to FLSA, 29 U.S.C. § 216(b), Plaintiff Yu and the FLSA Collective Class are entitled to reimbursement of the costs and attorneys' fees expended in successfully prosecuting an action for unpaid minimum wages.

**SECOND CLAIM FOR RELIEF**  
**Violations of Wisconsin Law – Unpaid Minimum Wages**

51. Plaintiff Yu, on behalf of himself and the members of the Wisconsin Rule 23 Class, re-allege and incorporate all previous paragraphs as if they were set forth herein.

52. Since March 6, 2015, Plaintiff Yu and the members of the Wisconsin Rule 23 Class were employees within the meaning of Wis. Stat. §§ 109.01 *et seq.*

53. Since March 6, 2015, Plaintiff Yu and the members of the Wisconsin Rule 23 Class were employees within the meaning of Wis. Stat. §§ 103.001 *et seq.*

54. Since March 6, 2015, Plaintiff Yu and the members of the Wisconsin Rule 23 Class were employees within the meaning of Wis. Stat. §§ 104.01 *et seq.*

55. Since March 6, 2015, Plaintiff Yu and the members of the Wisconsin Rule 23 Class were employees within the meaning of Wis. Admin. Code §§ DWD 272.001 *et seq.*

56. Since March 6, 2015, Plaintiff Yu and the members of the Wisconsin Rule 23 Class were employees within the meaning of Wis. Admin. Code §§ DWD 274.01 *et seq.*

57. Since March 6, 2015, Millwood, Inc. was an employer within the meaning of Wis. Stat. §§ 109.01 *et seq.*

58. Since March 6, 2015, Millwood, Inc. was an employer within the meaning of Wis. Stat. §§ 103.001 *et seq.*

59. Since March 6, 2015, Millwood, Inc. was an employer within the meaning of Wis. Stat. §§ 104.01 *et seq.*

60. Since March 6, 2015, Millwood, Inc. was an employer within the meaning of Wis. Admin. Code §§ DWD 272.001 *et seq.*

61. Since March 6, 2015, Millwood, Inc. was an employer within the meaning of Wis. Admin. Code §§ DWD 274.01 *et seq.*

62. Since March 6, 2015, Millwood, Inc. has employed, and/or continues to employ, Plaintiff Yu and the members of the Wisconsin Rule 23 Class within the meaning of Wis. Stat. §§ 109.01 *et seq.*

63. Since March 6, 2015, Millwood, Inc. has employed, and/or continues to employ, Plaintiff Yu and the members of the Wisconsin Rule 23 Class within the meaning of Wis. Stat. §§ 103.001 *et seq.*

64. Since March 6, 2015, Millwood, Inc. has employed, and/or continues to employ, Plaintiff Yu and the members of the Wisconsin Rule 23 Class within the meaning of Wis. Stat. §§ 104.01 *et seq.*

65. Since March 6, 2015, Millwood, Inc. has employed, and/or continues to employ, Plaintiff Yu and the members of the Wisconsin Rule 23 Class within the meaning of Wis. Admin. Code §§ DWD 272.001 *et seq.*

66. Since March 6, 2015, Millwood, Inc. has employed, and/or continues to employ, Plaintiff Yu and the members of the Wisconsin Rule 23 Class within the meaning of Wis. Admin. Code §§ DWD 274.01 *et seq.*

67. Since March 6, 2015, Millwood, Inc. has had, and continues to have, common policies, programs, practices, procedures, protocols, routines, and rules of willfully, unjustly, and dilatorily failing to properly pay Plaintiff Yu and the members of the Wisconsin Rule 23 Class minimum wage and agreed-upon compensation for all hours worked and overtime premium compensation for all hours worked in excess of forty in a given workweek as a result of its practices of deducting twenty minute breaks and rounding employee start and end times.

68. Wis. Stat. §109.03 requires payment of all wages earned by the employee to a day not more than 31 days prior to the date of payment.

69. The foregoing conduct, as alleged above, constitutes willful, dilatory, and unjust violations of Wisconsin laws requiring the payment of minimum, agreed-upon, and overtime wages.

70. As set forth above, Plaintiff Yu and the members of the Wisconsin Rule 23 Class have sustained losses in their compensation as a proximate result of Millwood, Inc.'s violations. Accordingly, Plaintiff Yu, on behalf of himself and the Wisconsin Rule 23 Class, seeks damages in the amount of their respective unpaid compensation for all hours deducted and/or rounded from their compensable work time, injunctive relief requiring Millwood, Inc. to cease and desist from its violations of the Wisconsin laws described herein and to comply with them, and such other legal and equitable relief as the Court deems just and proper.

71. Under Wis. Stat. § 109.11, Plaintiff Yu and the Wisconsin Rule 23 Class are entitled to civil penalties equal and up to fifty percent of their unpaid wages.

72. Plaintiff Yu, on behalf of himself and the Wisconsin Rule 23 Class, are entitled to recovery of attorneys' fees and the costs of this action to be paid by Millwood, Inc., pursuant to the Wisconsin law.

### **REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff Yu, on his own behalf and on the behalf of all members of the FLSA Collective Class and the Wisconsin Rule 23 Class request the following relief:

- a) An order designating this action as a collective action on behalf of the FLSA Collective Class and issuance of notices pursuant to 29 U.S.C. § 216(b) to all similarly-situated individuals;
- b) An order certifying this action as a FED. R. CIV. P. 23 class action on behalf of the proposed Wisconsin Rule 23 Class;
- c) An order designating Plaintiff Yu as the Named Plaintiff and as representative of the Classes set forth herein;
- d) An order designating Hawks Quindel, S.C. as Class Counsel for the Classes;
- e) Leave to add additional plaintiffs by motion, the filing of written consent forms, or any other method approved by the Court;

- f) Issuance of an Order, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, declaring Millwood, Inc.'s actions as described in the Complaint as unlawful and in violation of Wisconsin law and applicable regulations;
- g) An order finding that Millwood, Inc. violated the FLSA and Wisconsin wage and hour laws;
- h) An order finding that these violations were willful, dilatory, and unjust;
- i) Judgment against Millwood, Inc. in the amount equal to Plaintiff Yu's, the FLSA Collective Class's, and the Wisconsin Rule 23 Class's unpaid wages at the applicable minimum wage rates;
- j) Judgment against Millwood, Inc. in the amount equal to Plaintiff Yu's, the FLSA Collective Class's, and the Wisconsin Rule 23 Class's unpaid wages at the applicable overtime premium rates;
- k) Judgment against Millwood, Inc. in the amount equal to Plaintiff Yu and the Wisconsin Rule 23 Class's unpaid wages at the applicable agreed-upon wage rates;
- l) An award in the amount of all liquidated damages and civil penalties as provided under Wisconsin law and the FLSA;
- m) An award in the amount of all costs and attorneys' fees incurred in prosecuting these claims; and
- n) Such further relief as the Court deems just and equitable.

Dated this 6th day of March 2017.

Respectfully submitted,

s/ Summer H. Murshid

Summer H. Murshid  
State Bar No. 1075404  
Larry A. Johnson  
State Bar No. 1056619  
Timothy P. Maynard  
State Bar No. 1080953

**Hawks Quindel, S.C.**

222 East Erie Street, Suite 210

P.O. Box 442

Milwaukee, WI 53201-0442

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[tmaynard@hq-law.com](mailto:tmaynard@hq-law.com)

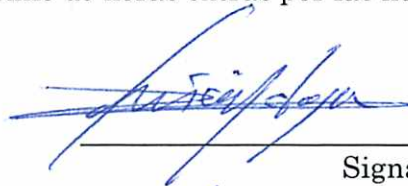
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PLAINTIFF CONSENT FORM

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I hereby consent to make a claim against Millwood Inc. for unpaid minimum, overtime, and/or agreed upon wages. During the past three years, I have worked at Millwood Inc. There were weeks in which I did not receive minimum wage for all the hours I worked. There were also weeks in which I did not receive overtime compensation for the hours worked over 40 in a work week.

Doy mi consentimiento para hacer un reclamo en contra de Millwood Inc. de salario no pagados de salario mínimo, premio de horas extras, y / o los salarios acordados. Durante los últimos tres años, he trabajado en Millwood Inc. Hubo semanas en que no recibí el salario mínimo por todas las horas que trabajé. También hubo semanas en que no recibí compensación por el premio de horas extras por las horas trabajadas de más de 40.

 12-22-16

Signature and Date

JORGE L. YU

Print Name

Fax, Mail or Email to:  
Hawks Quindel, S.C.  
Attn: Summer H. Murshid  
PO Box 442  
Milwaukee, Wisconsin 53201  
Fax: (414) 271-8442  
Telephone: (414) 271-8650  
Email: [smurshid@hq-law.com](mailto:smurshid@hq-law.com)  
[www.hq-law.com](http://www.hq-law.com)



# 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.)

Place an "X" in the appropriate box (required):  Green Bay Division  Milwaukee Division

## I. (a) PLAINTIFFS

Jorge Yu

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

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

Attorneys Summer H. Murshid, Larry A. Johnson, and Timothy P. Maynard  
Hawks Quindel, S.C. P.O. Box 442, Milwaukee, WI 53201-0442  
414-271-8650

## DEFENDANTS

Millwood, Inc.

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S.C. §§ 201 et seq.

Brief description of cause:  
Wage Violations

## 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

03/06/2017

SIGNATURE OF ATTORNEY OF RECORD

s/ Summer H. Murshid

## 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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six 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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- 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.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Jorge Yu

Plaintiff(s)

v.

Millwood, Inc.

Defendant(s)

Civil Action No. 17-cv-324

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Millwood, Inc.
c/o Registered Agent, Chad Radke
2191 American Boulevard
De Pere, WI 54115

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive 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 the plaintiff's attorney, whose name and address are:

Attorneys Summer H. Murshid, Larry A. Johnson and Timothy P. Maynard
Hawks Quindel, S.C.
P.O. 442
Milwaukee, WI 53201-0442

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.

JON W. SANFILIPPO, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-324

**PROOF OF SERVICE**

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

This summons and the attached complaint for *(name of individual and title, if any)*:

\_\_\_\_\_ were received by me on *(date)* \_\_\_\_\_.

I personally served the summons and the attached complaint on the individual at *(place)*:

\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons and the attached complaint 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 and the attached complaint 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: [Millwood, Inc. Hit with Lawsuit Over Unpaid Overtime](#)

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