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DAVID TYKULSKER\*  
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PAUL C. RENNER  
OF COUNSEL

NJ & NY BAR\*

June 20, 2014

Via Fax & Regular U.S. Mail  
(908) 289-4230

Robert E. Barry, Esq.  
Union County Counsel  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207

Re: *Egger, et al v. Runnells Specialized Hospital of Union County*  
Civil Action No.: 2:14-cv-03904-WJM-MF

Dear County Counsel Barry:

We are counsel to plaintiffs in the instant lawsuit which has been filed in the United States District Court in Newark; a copy is attached. Without further discussion, I am sure that you will take the necessary steps to preserve all potentially relevant documents. As there is likely to be much potentially relevant evidence stored by defendant electronically, I write to advise of defendant's obligation to preserve same.

As you undoubtedly know, electronically stored information (hereinafter "ESI") comes in a variety of forms such as e-mail and other forms of digital communications; word-processing documents; spreadsheets and tables; accounting applications; image and facsimile files; calendars etc. ESI resides not only in areas of electronic, magnetic and optical storage media reasonably accessible to you, but also in areas you may deem *not* reasonably accessible. You are obliged to *preserve* potentially relevant evidence from *both* these sources of ESI, even if you do not anticipate *producing* such ESI.

The demand that you preserve both accessible and inaccessible ESI is both reasonable and necessary. The Federal Rules of Civil Procedure obligate you to identify all sources of ESI you decline to produce and demonstrate to the District Court why such sources are not reasonably accessible. For good cause shown, the court may then order production of the ESI, even if it finds that it is not reasonably accessible. Accordingly, even ESI that you reasonably deem inaccessible

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*must be preserved in the interim* so as not to deprive the plaintiffs of their right to secure the evidence or the District Court of its right to adjudicate the issue.

### PRESERVATION REQUIRES IMMEDIATE INTERVENTION

You must act immediately to preserve potentially relevant ESI, including, without limitation any data that bears on hours worked or wages paid to any Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant, Institutional Aide and any other job title at Runnells Specialized Hospital of Union County (hereinafter "RSH") paid on an hourly basis from June 18, 2008, to date and continuing. This obligation covers both any ESI that may bear on the claims of plaintiffs as described in the attached Complaint and any ESI you may use to support any defense that you might have.

Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must also intervene to prevent loss due to routine operations and employ proper techniques and protocols suited to protection of ESI. *Please be advised that sources of ESI may be altered or erased by continued use of your computers and other devices.* Booting a drive, examining its contents or running any application poses a material risk of irretrievably altering the evidence it contains, and may constitute unlawful spoliation of evidence. Defendant has the obligation to act diligently to prevent the loss or corruption of ESI.

### SUSPENSION OF ROUTINE DESTRUCTION

You are urged to initiate immediately a litigation hold for potentially relevant ESI, documents and tangible things, and to act diligently and in good faith to secure and audit compliance with such litigation hold. You are further urged to identify forthwith and suspend or modify those features of your information systems and devices, that in routine operation, operate to cause the loss of potentially relevant ESI. Examples of such features and operations include:

- Purging the contents of systems recording hours and wages due to age, capacity or other criteria;
- Using data or media wiping, disposal, erasure or encryption utilities and devices;
- Overwriting, erasing, destroying or discarding back-up media;
- Releasing or purging storage repositories; and
- Using metadata stripper utilities.

### GUARD AGAINST DELETION

You should anticipate that your supervisors, managers or others may seek to hide, destroy or alter ESI, and you should act to prevent or guard against such actions. You should anticipate that users of RSH and Union County hardware may seek to delete or destroy information they regard as personal, confidential, embarrassing, or that they believe might subject them to discipline, and in so doing, may also delete or destroy potentially relevant ESI. This concern is not unique to RSH or Union County. Rather, such events occur with sufficient regularity in electronic discovery efforts that any custodian of ESI and their counsel are obliged to guard against its recurrence.

### PRESERVATION IN NATIVE FORM

You should anticipate that certain ESI including but not limited to spreadsheets and databases, particularly of hours worked and wages paid, will be sought in the form or forms in which it is ordinarily maintained. Accordingly, you should preserve ESI in such native forms, and you should not select methods to preserve ESI that remove or degrade the ability to search your ESI by electronic means or make it difficult or burdensome to access or use the information efficiently in the litigation.

You should additionally refrain from actions that shift ESI from reasonably accessible media and forms to less accessible media and forms if the effect of such actions is to make such ESI not reasonably accessible.

### ANCILLARY PRESERVATION

You must preserve documents and other tangible items that may be required to access, interpret or search potentially relevant ESI, including but not limited to naming protocols, network diagrams, user IDs and passwords. You must preserve any passwords, keys or other authenticators required to access encrypted files or run applications, along with any installation disks, files, user manuals and license keys for applications required to access the ESI.

### PAPER PRESERVATION OF ESI IS INADEQUATE

*As hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for, or cumulative of, electronically stored versions.* If information exists in both forms, you should preserve both forms.

### AGENTS, ATTORNEYS and THIRD PARTIES

Your preservation obligation extends beyond ESI in the care or possession of RSH or Union County. It includes ESI in the custody of others that is subject to your direction or control. Accordingly, you must notify any current or former agent, attorney, employee, custodian or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your obligation to do so, and you must take reasonable steps to secure their compliance.

Your prompt attention to the foregoing is appreciated.

Very Truly Yours,



DAVID TYKULSKER, Esq.

DT:nme  
enc.

DAVID TYKULSKER & ASSOCIATES  
161 Walnut Street  
Montclair, New Jersey 07042  
(973) 509-9292  
Attorneys for Plaintiffs

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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

BARBARA EGGER, DESMOND OPARA, TION	:	
COMFORT-NWAODUH, JUDETTE AUBORG,	:	
ROSETTE BIEN-AIME, ELIZABETH A.	:	
BONGIOVANI, BARBARA Y. BOYD, ROBERT	:	
BRYANT, CAROL CONCEPCION, GERMAINE	:	COMPLAINT AND
DERILUS, JEAN J. DJORDJEVIC, CAROLE	:	JURY DEMAND
EDMOND, VINCENT GAULT, JOYA GOFFE,	:	
HONESTO GRAGEDA, JR., BARBARA HOHN,	:	
JAMES INYIAMA, ZILIANA JEANTUS, REGINA	:	
K. JONES-BOOKER, SEM LERICHE, KERLINE	:	
LUBIN, JEANNE MATTHEWS, STANLEY MBATA,	:	Class Action and
GAIL MCLAUGHLIN, YOLETTE MOISE, KAREN	:	Collective Action
MOORE, GBANDI NIKABOU, VANA NOGUES,	:	
COMFORT N. NWAODUH, EDITH OBODO,	:	
BLESSING OGBONNA, CHRISTIAN ONONIWU,	:	
JOHN ONYETONEKWU, CHRISTIANA OREWA,	:	
WILFRED PIERRE, MARY ELLEN POLIZZANO,	:	
CYNTHIA SACCHI, SULOCHANA CHUDGAR,	:	
DARLANDE ST. SUME, PRISCILLA A. SURLES,	:	
PAULETTE TAPPER-CARROLL, EDMUND K.	:	
VANCE, and COLLETTE WOOLFORD, on behalf	:	
of themselves and all others similarly	:	
situated,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
RUNNELLS SPECIALIZED HOSPITAL OF	:	
UNION COUNTY,	:	
	:	
Defendant.	:	
	:	

INTRODUCTORY STATEMENT

1. Plaintiffs (collectively "the Individual Plaintiffs") bring this action, individually, collectively, and as representatives of a Class, to redress the failure of their employer the Defendant Runnells Specialized Hospital of Union County to pay them properly, as required by the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 et seq., the New Jersey Wage and Hour Law ("WHL"), N.J.S.A. 34:11- 56a1 et seq., and the New Jersey Wage Payment Law ("WPL"), N.J.S.A. 34:11-4.1 et seq.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. §1331.
3. This Court has supplementary jurisdiction over the State law causes of action pursuant to 29 U.S.C. § 1367.
4. This Court has personal jurisdiction over the Defendant as it is located in Berkeley Heights, New Jersey, and transacts business in this District.
5. This matter is properly venued in this Court as the Defendant's principal business office is located in Berkeley Heights, New Jersey, and the events giving rise to this claim have taken place within this District.



PARTIES

6. Plaintiff Barbara Egger, residing in Morris County, New Jersey is a registered nurse ("RN") who is and was employed by the defendant.
7. Plaintiff Desmond Opara, residing in Essex County, New Jersey, is a licensed practical nurse ("LPN") who is and was employed by the defendant.
8. Plaintiff Tion Comfort-Nwaoduh, residing in Essex County, New Jersey, is a Certified Nursing Assistant ("CNA") who is and was employed by the defendant.
9. Plaintiff Judette Auborg, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
10. Plaintiff Rosette Bien-Aime, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
11. Plaintiff Elizabeth A. Bongiovani, residing in Passaic County, New Jersey, is an RN who was and is employed by the Defendant.
12. Plaintiff Barbara Y. Boyd, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
13. Plaintiff Robert Bryant, residing in Union County, New Jersey, is an Institutional Attendant ("IA") who is and was employed by the Defendant.
14. Plaintiff Carol Concepcion, residing in Essex County, is an RN who was and is employed by the Defendant.

15. Plaintiff Germaine Derilus, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
16. Plaintiff Jean J. Djordjevic, residing in Union County, New Jersey, is an LPN who was and is employed by the Defendant.
17. Plaintiff Carole Edmond, residing in Essex County, New Jersey, is a CNA who was and is employed by the Defendant.
18. Plaintiff Vincent Gault, residing in Union County, New Jersey, is an IA who is and was employed by the Defendant.
19. Plaintiff Joya Goffe, residing in Union County, New Jersey, is an LPN who was and is employed by the Defendant.
20. Plaintiff Honesto Grageda, Jr., residing in Hudson County, New Jersey, is an RN who was and is employed by the Defendant.
21. Plaintiff Barbara Hohn, residing in Middlesex County, New Jersey, is a CNA who was and is employed by the Defendant.
22. Plaintiff James Inyiama, residing in Essex County, New Jersey, is a CNA who is and was employed by the Defendant.
23. Plaintiff Ziliana Jeantus, residing in Essex County, New Jersey is a CNA who was and is employed by the Defendant.
24. Plaintiff Regina K. Jones-Booker, residing in Gloucester County, New Jersey, is a CNA who was and is employed by the Defendant.
25. Plaintiff Sem Leriche, residing in Somerset, New Jersey, is a CNA who was and is employed by the Defendant.

26. Plaintiff Kerline Lubin, residing in Essex County, New Jersey, is a CNA who was and is employed by the Defendant.
27. Plaintiff Jeanne Matthews, residing in Essex County, New Jersey, is a CNA who was and is employed by the Defendant.
28. Plaintiff Stanley Mbata, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
29. Plaintiff Gail McLaughlin, residing in Union County, New Jersey, is an RN who was and is employed by the Defendant.
30. Plaintiff Yolette Moise, residing in Monmouth County, New Jersey, is an RN who was and is employed by the Defendant.
31. Plaintiff Karen Moore, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
32. Plaintiff Gbandi Nikabou, residing in Essexn County, New Jersey, is an IA who was and is employed by the Defendant.
33. Plaintiff Vana Noguez, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
34. Plaintiff Comfort N. Nwaoduh, residing in Essex County, New Jersey, is a CNA who was and is employed by the Defendant.
35. Plaintiff Edith Obodo, residing in Middlesex County, New Jersey, is an LPN who was and is employed by the Defendant.
36. Plaintiff Blessing Ogbonna, residing in Essex County, New Jersey, is a CNA who was and is employed by the Defendant.
37. Plaintiff Christian Ononiwu, residing in Essex County, New Jersey, is an IA who was and is employed by the Defendant.



38. Plaintiff John Onyetonekwu, residing in Union County, New Jersey, is an IA who was and is employed by the Defendant.
39. Plaintiff Christiana Orewa, residing in Middlesex County, New Jersey, is an RN who was and is employed by the Defendant.
40. Plaintiff Wilfred Pierre, residing in Union County, New Jersey, is an IA who was and is employed by the Defendant.
41. Plaintiff Mary Ellen Polizzano, residing in Union County, New Jersey, is an RN who was and is employed by the Defendant.
42. Plaintiff Cynthia Sacchi, residing in Somerset County, New Jersey, is an RN who was and is employed by the Defendant.
43. Plaintiff Chudgar Sulochana, residing in Union County, New Jersey, is an LPN who was and is employed by the Defendant.
44. Plaintiff Darlande St. Sume, residing in Union County, New Jersey, is a CNA who was and is employed by the Defendant.
45. Plaintiff, Priscilla A. Surles, residing in Middlesex County, New Jersey, is an RN who was and is employed by the Defendant.
46. Plaintiff Paulette Tapper-Carroll, residing in Union County, New Jersey, is an LPN who was and is employed by the Defendant.
47. Plaintiff Edmund K. Vance, residing in Union County, New Jersey, is an IA who was and is employed by the Defendant.
48. Plaintiff Collette Woolford, residing in Essex County, New Jersey, is a CNA who is and was employed by the Defendant.

49. Defendant Runnells Specialized Hospital of Union County is a health care facility located at 40 Watchung Way, Berkeley Heights, New Jersey 07922, and is an instrumentality of the County of Union, a municipal corporation.

STATEMENT OF FACTS

50. The Defendant currently employs or has employed each of the Individual Plaintiffs who are identified in paragraphs 6 through 48.
51. The Individual Plaintiffs are each covered employees of the Defendant within the meaning of Section 3(e)(2)(c) of the FLSA, 29 U.S.C. § 203(e)(2)(c).
52. The Defendant is a covered employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
53. The Individual Plaintiffs are each covered employees of the Defendant for purposes of the WHL within the meaning of N.J.S.A. 34:11-56a1(h).
54. The Defendant is a covered employer for purposes of the WHL within the meaning of N.J.S.A. 34:11-56a1(g).
55. The Individual Plaintiffs are each covered employees of the Defendant for purposes of the WPL within the meaning of N.J.S.A. 34:11-4.1(b).
56. The Defendant is a covered employer for purposes of the WHL within the meaning of N.J.S.A. 34:11-4.1(a).

57. The Individual Plaintiffs and the "FLSA Group" (as hereinafter defined) were employed by the Defendant in an activity such that Defendant is engaged in commerce with gross revenues in excess of \$500,000 and is thus subject to the requirements of the FLSA.
58. The Defendant employs the Individual Plaintiffs and the FLSA Group within the meaning of 29 U.S.C. §203(g).
59. The Defendant pays the Individual Plaintiffs and its other employees including the members of the FLSA group and the Class (as hereinafter defined) on an hourly basis.
60. At all relevant times, the Defendant knew that it was required by the FLSA to pay time and one-half of the regular rate of pay to the Individual Plaintiffs and all other employees who worked in excess of 40 hours per week.
61. At all relevant times, the Defendant knew that it was required by the WHL to pay time and one-half of the regular hourly wage to the Individual Plaintiffs and all other employees who worked in excess of 40 hours per week.
62. The Defendant knew that it was required by the FLSA to maintain accurate records of the amount of wages paid to, and the amount of hours worked by, the Individual Plaintiffs and all other employees.
63. The Defendant knew that it was required by the WHL to maintain accurate records of the amount of wages paid to, and the

amount of hours worked by, the Individual Plaintiffs and all other employees.

64. As a matter of practice and policy, the Defendant regularly suffered or permitted the Individual Plaintiffs, the FLSA Group and the Class to work more than 40 hours per week.
65. Defendant issues paychecks to the Individual Plaintiffs, the FLSA Group and the Class every two weeks.
66. The Defendant did not include in the regular rate of pay as set forth in the FLSA and the regular hourly wage as set forth in the WHL various required payments including but not limited to:
  - a. Shift differential,
  - b. Payment for working as the charge nurse,
  - c. Retroactive pay and/or
  - d. Longevity.
67. As a result of the Defendant's practice and policy of failing to include such items as shift differential, payment for working as a charge nurse, retroactive and/or longevity in the regular rate of pay, the Defendant did not pay the Individual Plaintiffs and the FLSA Group at the rate of time and one-half the regular rate of pay for hours worked in excess of 40 per week as required by the FLSA.
68. As a result of the Defendant's practice and policy of failing to include such items as shift differential, payment for

working as a charge nurse, retroactive and/or longevity in the regular rate of pay, the Defendant did not pay the Individual Plaintiffs and the Class at the rate of time and one-half the regular hourly wage for hours worked in excess of 40 per week as required by the WHL.

69. The Defendant knew or should have known that shift differential, payment for working as the charge nurse, retroactive pay, and longevity were to be included in the regular rate of pay when computing the rate at which premium pay was to be calculated, and wilfully failed to include same in the premium pay of the Individual Plaintiffs and the other hourly employees working for the Defendant in violation of the FLSA.
70. Attached as Exhibit A is a true copy of the redacted paycheck of an RN demonstrating that this Individual Plaintiff worked more than forty hours in at least one of the weeks covered whose premium pay did not include *inter alia* the shift differential, Charge Nurse pay and longevity pay (denominated "Bonus/Reten").
71. Attached as Exhibit B is a is a true copy of the redacted paycheck of an LPN demonstrating that this Individual Plaintiff worked more than forty hours in at least one of the weeks covered whose premium pay did not include *inter alia* the shift differential and the Charge Nurse pay.

72. Attached as Exhibit C is a true copy of the redacted paycheck of a CNA demonstrating that this Individual Plaintiff worked more than forty hours in at least one of the weeks covered whose premium pay did not include *inter alia* the shift differential.
73. Attached as Exhibit D is a true copy of the redacted paycheck of an IA demonstrating that this Individual Plaintiff worked more than forty hours in at least one of the weeks covered whose premium pay did not include *inter alia* the shift differential and retroactive pay (denominated "Regular Retro").
74. The Defendant is continually staffed on a 24 hour, 7 days per week, 52 weeks per year basis.
75. The Defendant has set three basic shifts, which includes a forty-five (45) minute unpaid lunch break, during which the Individual Plaintiffs and the other employees work:
  - a. 7:00 a.m. to 3:15 p.m.
  - b. 3:00 p.m. to 11:15 p.m.
  - c. 11:00 p.m. to 7:15 a.m.
76. The Defendant keeps records accurate to the minute of when the Individual Plaintiffs and other employees begin and end their work-day.



77. A true copy of the computer generated, redacted print-out of the record of two weeks of hours worked by an Individual Plaintiff is attached hereto as Exhibit E.
78. The Defendant has reduced the pay of the Individual Plaintiffs and other hourly employees if they leave ten minutes or less before the end of the scheduled shift. See e.g. Exhibit C.
79. The Defendant pays the Individual Plaintiffs and other hourly employees in increments of less than ten minutes. See e.g. Exhibit A.
80. The Defendant has suffered or permitted the Individual Plaintiffs, the FLSA Group, and the Class to work beyond the scheduled end of the shift ("stay-over time").
81. The Defendant has recorded the stay-over time of the Individual Plaintiffs, the FLSA Group and the Class.
82. The Defendant does not include the stay-over time of the Individual Plaintiffs, the FLSA Group and the Class when calculating the number of hours the Individual Plaintiffs, the FLSA Group and the Class work in a particular week.
83. The Defendant does not include the stay-over time of the Individual Plaintiffs, the FLSA Group and the Class when calculating the amount of premium pay due for hours worked in excess of forty (40) per week.
84. All of the Defendant's violations of the FLSA were wilful.

FLSA COLLECTIVE ACTION

85. The Individual Plaintiffs bring this action on behalf of themselves and all current and former employees of the Defendant who were paid on an hourly basis during the previous three years including but not limited to all Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants and Institutional Aides ("the FLSA Group").
86. The Defendant is liable under FLSA for, *inter alia*, failing to properly compensate the FLSA Group for hours worked in excess of forty per week (hereinafter "overtime").
87. The FLSA Group is similarly situated to the Individual Plaintiffs because they have been or are employed in the same or similar positions to the Individual Plaintiffs; were or are subject to the same or similar unlawful pay practices as the Individual Defendants; and their claims are based upon the same legal theory as that on which the Individual Plaintiffs bring their claims.
88. While the precise number of members in the FLSA Group is known at present only to the Defendant, the FLSA Group is believed to include well over three hundred (300) individuals.
89. The Defendant's actions in failing to pay proper overtime as required by the FLSA was not uniquely applied to the Individual Plaintiffs, but rather as a policy and practice applied to hourly employees as a whole.

90. The members of the FLSA Group are known to the Defendant, are readily identifiable, and can be located through the Defendant's records.
91. There are many similarly situated current and former hourly employees of the Defendant, i.e. the FLSA Group, who have not been paid proper overtime in violation of the FLSA.
92. The members of the FLSA Group are entitled to notice of this lawsuit and should be afforded an opportunity to opt-in, pursuant to 29 U.S.C. § 216(b).

CLASS ALLEGATIONS

93. The Individual Plaintiffs bring this action, pursuant to Fed.R.Civ.P. 23 on behalf of themselves and all other persons similarly situated for the violations of the WHL and the WPL set forth in this Complaint.
94. The Individual Plaintiffs seek to represent a class consisting of all persons who, within the limitations period, were employed by the Defendant ("the Class") in hourly positions, including but not limited to all Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants and Institutional Aides within the limitations period.
95. The limitations period for the WHL is two years.
96. The limitations period for the WPL is six years.
97. As the members of the Class potentially exceed three hundred (300) in number, joinder of all members is impracticable.

98. Defendants have acted or have refused to act on grounds generally applicable to the Class, in particular failing to account for various required items in determining the premium pay due Class members and in failing to pay Class members for stay-over time.
99. This case involves the resolution of common questions of law and fact affecting all members of the Class which predominate over any questions only affecting them individually and include, but are not limited to, the following:
- a. whether Class members are employees covered by the WHL and the WPL;
  - b. whether the Defendant is an employer covered by the WHL and the WPL;
  - c. whether the Defendant recorded the time at which the members of the Class began and finished working for the Defendant;
  - d. whether the Defendant included such items as shift differential, payment for working as the charge nurse, and/or longevity pay in calculating the regular hourly wage to be used for computing premium pay under the WHL;
  - e. whether the Defendant was and is required to include such items as shift differential, payment for working as the charge nurse, and/or longevity pay in calculating the

regular hourly wage to be used for premium pay under the WHL; and

- f. whether the Defendant paid the Class for stay-over time and, if not, whether it was required to do so under the WHL and the WPL.

100. The Individual Plaintiffs' claims are typical of those of the members of the Class in that:

- a. Like the members of the Class, the Individual Plaintiffs each worked for the Defendant and received premium pay for hours worked in excess of 40 in a week, without such premium pay including shift differential, charge nurse pay and longevity pay;
- b. Like the members of the Class, the Individual Plaintiffs worked stay-over time but did not receive pay for such work;
- c. The Defendants' conduct which the Individual Plaintiffs challenge is the same conduct which has adversely affected the other members of the Class.

101. The Individual Plaintiffs will fairly and adequately represent and protect the interests of the Class because the nature of their claims are the same as those of the members of the Class.

102. The Individual Plaintiffs will fairly and adequately represent and protect the interests of the Class because the Individual

Plaintiffs have retained counsel competent and experienced in complex class actions and employment litigation.

103. There is no conflict between the Individual Plaintiffs and the members of the Class.
104. This action is maintainable as a class action under Fed.R.Civ.P. 23(b)(2), since the unlawful actions of the Defendant, as alleged herein, have been taken on grounds equally applicable to all members of the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.
105. Alternatively, this action is maintainable as a class action under Fed.R.Civ.P. 23(b)(1)(A), as the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for the Defendant who opposes the Class.
106. Alternatively, this action is maintainable as a class action under Fed.R.Civ.P. 23(b)(3) as common questions of law and fact as described above predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversies between the parties. The members of the Class have been damaged and are entitled to



recovery as a result of the Defendant's common and uniform policies, practices, and procedures which violate the law as set forth in this Complaint.

CAUSES OF ACTION

COUNT I (FLSA)

107. The Individual Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.
108. The Defendant's actions violate the FLSA.

WHEREFORE the Individual Plaintiffs on behalf of themselves and the FLSA Group demand judgment of the Defendant

- a. declaring that its conduct violates the FLSA;
- b. awarding Plaintiffs their damages;
- c. providing Plaintiffs liquidated damages;
- d. allowing a service award to one or more of the Individual Plaintiffs;
- e. granting Plaintiffs their attorney's fees and costs; and
- f. making such additional relief as is fair and just.

COUNT II (WHL)

109. The Individual Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.
110. The Defendant's actions violate the WHL.

WHEREFORE the Individual Plaintiffs on behalf of themselves and the Class demand judgment of the Defendant

- a. declaring that its conduct violates the WHL;

- b. ordering that the Defendant cease and desist from conduct in violation of the WHL;
- c. awarding Plaintiffs their damages together with interest;
- d. allowing a service award to one or more of the Individual plaintiffs;
- e. granting Plaintiffs their attorney's fees and costs; and
- f. making such additional relief as is fair and just.

COUNT III (WPL)

111. The Individual Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.
112. The Defendant's actions violate the WPL.

WHEREFORE the Individual Plaintiffs on behalf of themselves and the Class demand judgment of the Defendant

- a. declaring that its conduct violates the WPL;
- b. ordering that the Defendant cease and desist from conduct in violation of the WPL;
- c. awarding Plaintiffs their damages together with interest;
- d. allowing a service award to one or more of the Individual Plaintiffs;
- e. granting Plaintiffs their attorney's fees and costs; and
- f. making such additional relief as is fair and just.

Dated: June 18, 2014

\_\_\_\_\_  
/s  
DAVID TYKULSKER, Esq.  
DAVID TYKULSKER & ASSOCIATES  
161 Walnut Street  
Montclair, NJ 07042  
(973) 509-9292 (Telephone)  
(973) 509-1181 (Facsimile)  
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of all issues so triable.

Dated: June 18, 2014

\_\_\_\_\_  
/s  
DAVID TYKULSKER, Esq.

CERTIFICATION REGARDING OTHER ACTIONS AND PARTIES

Pursuant to L.Civ.R. 11.2, the undersigned is unaware of any other action, arbitration or administrative claim related to the matters in controversy set forth in the instant Complaint.

Pursuant to 28 U.S.C. S 1746(2), I certify under penalty of perjury that the foregoing is true and correct. Executed on June 18, 2014.

\_\_\_\_\_  
/s  
DAVID TYKULSKER, Esq.

# EXHIBIT A



# EXHIBIT B



County of Union  
 New Jersey  
 Payroll Account

STATEMENT OF EARNINGS AND DEDUCTIONS

Employee Name			Social Security No.	
[REDACTED]			[REDACTED]	
Department	Division	Advice Number	Check Date	
791	615	[REDACTED]	01/16/14	

CURRENT EARNINGS

Description	Time	Amount	YTD
GROSS			5166.37
REG.	75.00	1790.90	
OT 1	5.00	119.39	
OT 2	31.50	1128.27	
SH.		483.96	
CHAR		15.00	

MISCELLANEOUS DEDUCTIONS

Description	Amount	YTD
HEALTH IN	27.10	54.20
UNUM	11.76	23.52
BASE DENT	.41	.82
DENTAL	4.00	8.00
DUES	9.00	18.00
DIS INS	3.58	7.16
P/T PENS	129.52	223.39
P/T CI PE	9.55	16.47
VSP	.15	.30

MANDATORY DEDUCTIONS

Description	Amount	YTD
FIT	585.20	788.82
SS-O	217.64	316.95
SS-M	50.90	74.13
SIT	120.90	157.00
SUI	18.57	27.12

Gross	Deductions	Net
5166.37	2240.98	2925.39

# EXHIBIT C

County of Union  
 New Jersey  
 Payroll Account

**STATEMENT OF EARNINGS AND DEDUCTIONS**

Employee Name			Social Security No.
[REDACTED]			[REDACTED]
Department	Division	Advice Number	Check Date
791	616	[REDACTED]	03/13/14

**CURRENT EARNINGS**

Description	Time	Amount	YTD
GROSS			11152.37
REG.	74.85	1803.73	
OT 1	2.50	60.24	
OT 2	4.90	177.12	
SH.		48.38	

**MISCELLANEOUS DEDUCTIONS**

Description	Amount	YTD
PERS PENS	132.75	658.26
PERS LOAN	318.22	1591.10
PERS CI	9.79	48.53
HEALTH IN	35.56	213.36
GRP LIF *	9.77	48.01
MASS MUTU	50.00	300.00
BASE DENT	.77	4.62
DENTAL	4.00	24.00
DUES	9.00	54.00
DIS INS	3.58	21.48
VSP	.28	1.68

**MANDATORY DEDUCTIONS**

Description	Amount	YTD
FIT	223.29	1093.68
SS-O	127.95	681.20
SS-M	29.92	159.31
SIT	59.51	276.45
SUI	10.97	58.55

Gross	Deductions	Net
2089.47	1015.59	1073.88

**Messages**

"Show off your artistic talent in the 13th Annual UC Employee/Family Art Exhibit. CASH PRIZES Applications are due April 16. Call Cultural & Heritage 558-2550 to register."

# EXHIBIT D

COUNTY OF UNION

\*\*\*\*\*TEAR AT PERFORATION\*\*\*\*\*

dvPayroll and HR Powered By Primepoint

EMP. NO.	EMPLOYEE NAME		SOCIAL SECURITY NO.		M - 2 STATUS	04/24/2014 CHECK DATE	CHECK NUM	
EARNINGS		HRS/UNITS	RATE	CUR. AMOUNT	YEAR TO DATE	DEDUCTIONS	CUR. AMOUNT	YEAR TO DATE
Group Term Life (No Fed.		0.00	0.000	5.07	78.59	Federal W/T	285.91	1961.53
Job In Blue 015		0.00	0.000	0.00		Federal W/T Fixed	20.00	40.00
Overtime 1.0 005		5.00	18.582	92.91	807.47	Fica Medicare	41.69	305.04
Overtime 1.5 003		46.70	27.972	1301.62	7045.35	Fica Social Security	178.25	1304.32
Regular 001		0.00	0.000	0.00	2468.60	New Jersey W/T	60.53	401.91
Regular Retro \$ 012		0.00	0.000	0.00	615.27	NJ Family Leave Ins.	2.90	21.21
Salary		75.00	18.581	1393.60	2787.20	NJ SUI	6.17	28.51
Shift Prem Afternoon 039		0.00	13.581	112.95	469.07	NJ SUI (nr)	14.79	63.62
						BASE DENTAL	0.51	1.22
						BASE DENTAL Post Tax	0.00	4.27
						CR UN (COUNTY)	200.00	1800.00
						DENTAL	4.00	8.00
						DENTAL Post Tax	0.00	28.00
						DIS INS BI-WKLY	3.58	32.22
						DUES BI-WKLY COUNCIL &	7.05	68.25
						HEALTH INS	25.27	236.43
						LIBERTY MUTUAL	67.03	557.79
						PERS CI	7.55	62.28
						PERS Pension	102.36	844.40
						VSP	0.22	0.44
						VSP Post Tax	0.00	68.05
PAY RATE	CUR. UNITS	CUR. EARNINGS *	CUR. DEDUCTIONS	NET PAY	YTD EARNINGS	YTD DEDUCTIONS	YTD NET PAY	
1988.600	126.70	2806.15	1028.51	1871.57	21263.55	7835.49	13371.47	

EFT Direct Deposit Bank	Acct. Num.	Amount
		1871.57
Totals :		1871.57

CHECK AMOUNT
0.00

YTD Values Appear On Employee's Last Check

\*Includes Non-Taxable Reimbursements

\*\*Does Not Contribute To Net

# EXHIBIT E



1/23/14 10:43

Time Card Report

\*Page 5

Time Card Punches										Hours Summary			Rate Summary								
Day Type	Date	Time	Rr	Rsn	Date	Time	Rr	Rsn	Term	I/O	Dept	Hr	SH	Hours	Total Hours	Base Rate	Total Rate	Gross			
Pay Period: 01/12/14 - 01/16/14																					
Sun	IN	01/12			01/12	23:17				11	11	0614	000	0614	HPAR	000	5	7.50	0.0000	6.6975	
		01/12	HOURS	*		0.75				11		0614	000	0614	HPAR	000	2	0.75	0.0000	4.4475	53.57
Mon	IN	01/13			01/13	23:16				11	11	0614	000	0614	HPAR	CN	9\$	15.001	0.0000		
		01/13	\$\$\$	*		15.00				01		0614	CN	0614	HPAR	000	2	7.50	0.0000	4.4475	33.36
Tue		01/14	ABSENT																		
Wed		01/15	HOURS	*		7.50				01		0614	SIC	0614	HPAR	SIC	9	7.50	0.0000	0.0000	0.00
Thu	IN	01/16			01/16	23:16				11	11	0614	000	0614	HPAR	000	2	7.50	0.0000	4.4475	33.36
Fri	IN	01/17			01/17	23:21				11	11	0614	000	0614	HPAR	000	2	6.75	0.0000	4.4475	
												0614	HPAR	000	2	0.75	7.50	0.0000	4.4475	33.36	
Sat		01/18	ABSENT																		

Hours Summary

Dept	0614	REGISTERED NURSES	JCLs	HPAR	GRAD NURSES	000	2	22.50	100.00
Dept	0614	REGISTERED NURSES	JCLs	HPAR	GRAD NURSES	000	5	7.50	50.23
Dept	0614	REGISTERED NURSES	JCLs	HPAR	GRAD NURSES	000	2	0.75	3.34
Dept	0614	REGISTERED NURSES	JCLs	HPAR	GRAD NURSES	CN	9\$	15.001	15.00
Dept	0614	REGISTERED NURSES	JCLs	HPAR	GRAD NURSES	SIC	9	7.50	0.00
						Total Hours		38.25	Total 153.65
						Grand Total Hours		38.25	153.65

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

RUNNELLS SPECIALIZED HOSPITAL

11/14/14 14:13

Time Card Report

\*Page 5

Time Card Punches										Hours Summary			Rate Summary							
Day Type	Date	Time In	Br	Rsn	Date	Time Out	Br	Rsn	I/O	Dept	HT	Dept	JCls	HT	SN	Hours	Total Hours	Base Rate	Total Rate	Gross
Sun	01/05	ABSENT																		
Mon	IN	01/05 14:56			01/06 23:16					11 11 0614 000 0614 HPAB	CN	9\$				15.00		0.0000		
		01/06 \$\$\$	*		15.00					01 0614 CN 0614 HPAB	000 2					7.50	7.50	0.0000	4.4475	33.36
Tue	IN	01/07 14:59			01/07 23:17					11 11 0614 000 0614 HPAB	CN	9\$				15.00		0.0000		
		01/07 HOURS	*		0.75					11 0614 000 0614 HPAB	000 2					0.25	0.25	0.0000	4.4475	36.69
		01/07 \$\$\$	*		15.00					01 0614 CN										
Wed	IN	01/08 15:04			01/08 23:15					11 11 0614 000 0614 HPAB	CN	9\$				15.00		0.0000		
		01/08 \$\$\$	*		15.00					01 0614 CN 0614 HPAB	000 2					7.50	7.50	0.0000	4.4475	33.36
Thu	IN	01/09 15:00			01/10 07:07P *					11 11 0614 000 0614 HPAB	CN	9\$				15.00		0.0000		
		01/10 HOURS	*		0.25					11 0614 000 0614 HPAB	000 2					7.50		0.0000	4.4475	
		01/10 \$\$\$	*		15.00					01 0614 CN 0614 HPAB	000 3					6.75		0.0000	2.9550	
										0614 HPAB	005 3					0.85	14.90	0.0000	2.9550	55.30
Fri	01/10	ABSENT																		
Sat	IN	01/11 14:59			01/11 23:15					11 11 0614 000 0614 HPAB	CN	9\$				15.00		0.0000		
		01/11 HOURS	*		0.75					11 0614 000 0614 HPAB	005 5					1.85		0.0000	6.6975	
		01/11 \$\$\$	*		15.00					01 0614 CN 0614 HPAB	003 5					6.40	8.25	0.0000	10.0463	76.69

Pay Period: 01/05/14 - 01/11/14

Hours Summary

Dept	0614 REGISTERED NURSES	JCls	HPAB	GRAD NURSES		000 2	30.75	136.77		
Dept	0614 REGISTERED NURSES	JCls	HPAB	GRAD NURSES		000 3	6.75	20.61		
Dept	0614 REGISTERED NURSES	JCls	HPAB	GRAD NURSES		003 5	6.40	64.30		
Dept	0614 REGISTERED NURSES	JCls	HPAB	GRAD NURSES		005 3	0.65	1.93		
Dept	0614 REGISTERED NURSES	JCls	HPAB	GRAD NURSES		005 5	1.85	12.39		
Dept	0614 REGISTERED NURSES	JCls	HPAB	GRAD NURSES		CN 9\$	75.00	75.00		
							===== Total Hours	46.40	===== Total	235.40
							===== Grand Total Hours	46.40	===== Grand Total	235.40

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

JS 44 (Rev. 12/12)

**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.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>Barbara Egger, Desmond Opara et al</p> <p>(b) County of Residence of First Listed Plaintiff <u>Morris</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, Email and Telephone Number)</p> <p>David Tykulsker &amp; Associates, 161 Walnut St., Montclair, NJ 07042 (973) 509 9292 david@dtesq.com; norma@dtesq.com</p>	<p><b>DEFENDANTS</b></p> <p>Runnells Specialized Hospital of Union County</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) _____</p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	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
	PTF	DEF		PTF	DEF																				
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)*

<b>CONTRACT</b>	<b>TORTS</b>	<b>FORFEITURE/PENALTY</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>	
<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/DJWW (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"/> 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
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>			
<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	Habeas Corpus: <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 Other: <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

**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. Sec. 216

Brief description of cause:  
Individual, collective and class action to redress wrongful pay practices

**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 \_\_\_\_\_    SIGNATURE OF ATTORNEY OF RECORD \_\_\_\_\_

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_    AMOUNT \_\_\_\_\_    APPLYING IFP \_\_\_\_\_    JUDGE \_\_\_\_\_    MAG. JUDGE \_\_\_\_\_

