

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LISA EVANCHO, MICHAEL KEELER, J. ALETH  
GUIRIBA, ON BEHALF OF THEMSELVES AND OTHERS  
SIMILARLY SITUATED

SUMMONS IN A CIVIL CASE

v.

SANOFI-AVENTIS U.S., INC.; and  
DOES 1 to 10, Inclusive

CASE NUMBER:

C 07 0098

MEJ

TO: (Name and address of defendant)

SANOFI-AVENTIS U.S., INC.  
300 Somerset Corporate Bld  
Bridgewater, NJ 08807-2854

E-filing

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

ERIC B. KINGSLEY  
KINGSLEY & KINGSLEY, APC  
16133 VENTURA BL., SUITE 1200  
ENCINO, CA 91436  
(818) 990-8300

an answer to the complaint which is herewith served upon you, within **20** days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

JAN 18 2007

Richard W. Wieking  
CLERK

DATE \_\_\_\_\_

(BY) DEPUTY   
**ANNA SPRINKLES**

ORIGINAL FILED  
07 JAN -9 AM 10:01  
RICHARD W. WIERING  
CLERK: U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

1 CHARLES JOSEPH, ESQ. FED BAR #CJ-9442  
2 JOSEPH & HERZFELD LLP  
3 757 THIRD AVENUE, 25TH FLOOR  
4 NEW YORK, NY 10017  
5 (212) 688-5640; FAX (212) 688-2548  
6 Seeking Admission Pro Hac Vice

7 KINGSLEY & KINGSLEY, APC  
8 GEORGE R. KINGSLEY, ESQ., SBN-38022  
9 ERIC B. KINGSLEY, ESQ. SBN-185123  
10 16133 VENTURA BLVD., SUITE 1200  
11 ENCINO, CA. 91436  
12 (818) 990-8300; FAX (818) 990-2903

13 IRA SPIRO  
14 SPIRO MOSS BARNES & BARGE LLP  
15 11377 W. OLYMPIC BLVD., 5TH FLOOR  
16 LOS ANGELES, CA 90064-1683  
17 (310) 235-2468; FAX (310) 235-2456

18 Attorneys for Plaintiffs

19 UNITED STATES DISTRICT COURT  
20 NORTHERN DISTRICT OF CALIFORNIA

MEJ

21 LISA EVANCHO, MICHAEL KEELER, )  
22 and J. ALETH GUIRIBA, on )  
23 behalf of himself and others )  
24 similarly situated, )

CASE NO. 07 0098

FLSA COLLECTIVE ACTION AND RULE  
23 CLASS ACTIONS

COMPLAINT FOR:

25 Plaintiffs, )

- 1. FLSA Overtime and Record Keeping Violations, 29 U.S.C. §201
- 2. Pennsylvania State Law Claims
- 3. California Unfair Competition Law, B&P §17200
- 4. California Overtime Provisions §510, 1194, 1194.5
- 5. California Waiting Period Penalties, §201-203
- 6. California Record-Keeping Provisions, §§226, 1174, 1174.5
- 7. California Meal and Rest Period Provisions, §§226.7, 512

26 vs.

27 SANOFI-AVENTIS U.S. INC.; )  
28 and DOES 1 to 10, )  
Inclusive, )

Defendants. )

DEMAND FOR JURY TRIAL

1 Upon information and belief, comes now plaintiffs, LISA EVANCHO,  
2 MICHAEL KEELER and J. ALETH GUIRIBA, on behalf of themselves and  
3 others similarly situated, alleges as follows:

4 INTRODUCTION AND CERTAIN DEFINITIONS

5 1. This is an action for violation of federal and state wage  
6 and hour laws by and on behalf of former and current employees of  
7 Defendants, referred to below as "Covered Employees." The Covered  
8 Employees include plaintiffs LISA EVANCHO, MICHAEL KEELER, and J.  
9 ALETH GUIRIBA. Pursuant to a decision, policy and plan, these  
10 employees are unlawfully classified by defendants as exempt from  
11 laws requiring overtime pay, but actually were and are non-exempt  
12 and entitled to overtime pay.

13 2. In this pleading, the term "Covered Employees" means all  
14 persons who have been, are, or in the future will be employed by  
15 any of the Defendants in any job whose title is or was referred to  
16 by any of the following titles, and employees who performed  
17 substantially the same work as employees with those titles  
18 (discovery may reveal additional titles and employees that should  
19 be included):

- 20 a. Sales Associate  
21 b. Professional Sales Associate  
22 c. Senior Professional Sales Associate  
23 d. Sales Representative  
24 e. Senior Sales Representative  
25 f. Executive Sales Representative

26 and who were employed during the statute of limitations period for  
27 the particular claim for relief in which the term Covered Employees  
28 is used, including time during which the statute of limitation was

1 or may have been tolled or suspended. The above job positions are  
2 referred to herein as "Covered Positions."

3 3. In this pleading, "defendants" means "defendants and each  
4 of them" and refers to the defendants named in the particular claim  
5 for relief in which the word "defendants" appears. Defendants  
6 include SANOFI-AVENTIS U.S., INC. and all domestic affiliates and  
7 subsidiaries.

8 4. The allegations in this pleading are made without any  
9 admission that, as to any particular allegation, plaintiffs bear  
10 the burden of pleading, proof, or persuasions. Plaintiffs reserve  
11 all rights to plead in the alternative.

#### 12 JURISDICTION AND VENUE

13 5. This Court has original federal question jurisdiction  
14 under 28 U.S.C. §1331 because this case is brought under the Fair  
15 Labor Standards Act, 29 U.S.C. §§201, et seq. ("FLSA"). This Court  
16 has supplemental jurisdiction over the state laws, presently  
17 consisting of the laws of California and Pennsylvania, but possibly  
18 consisting of the laws of other states, as may be revealed in  
19 discovery. The state law claims are so related in this action  
20 within such original jurisdiction that the form part of the same  
21 case or controversy under Article III of the United States  
22 Constitution.

23 6. Venue is proper in this District because a substantial  
24 part of the events and omissions giving rise to the claims occurred  
25 in this District. Venue is proper in this District also because  
26 there is personal jurisdiction in this District over all  
27 defendants. Presently and at all times, defendants have conducted  
28 substantial, continuous and systematic commercial activities in

1 this district.

2 PARTIES

3 7. Defendant SANOFI-AVENTIS U.S., INC. ("SANOFI-AVENTIS") is  
4 a Delaware Corporation, with its United States headquarters in New  
5 Jersey. Together with the other Defendants, SANOFI-AVENTIS does  
6 business in all fifty states, including California, Pennsylvania,  
7 Florida and the United States Territories.

8 8. Plaintiff EVANCHO is a Pennsylvania resident and was  
9 employed by defendants in Pennsylvania as a Senior Professional  
10 Sales Associate from December 2005 until the present. Plaintiff  
11 EVANCHO works hours in excess of forty (40) hours per workweek  
12 without receiving overtime compensation as required by federal and  
13 state law.

14 9. Plaintiff KEELER is a Florida resident and was employed by  
15 defendants in Florida intermittently between August 2001 and  
16 September 2006. Plaintiff Keeler began as a Sales Representative  
17 and was Senior Sales Representative when his employment with  
18 Defendants ended. Plaintiff worked hours in excess of forty (40)  
19 hours per workweek without receiving overtime compensation as  
20 required by federal law.

21 10. Plaintiff GUIRIBA is a California resident and was  
22 employed by defendants in California for approximately 28 years,  
23 ending on January 3, 2007. Plaintiff GUIRIBA began as a Executive  
24 Sales Representative when his employment with defendants ended.  
25 Plaintiff worked hours in excess of forty (40) hours per workweek  
26 and/or eight (8) per workday without receiving overtime  
27 compensation as required by federal law.

28 11. Plaintiffs are informed and believe and thereon allege at

1 all relevant times each defendant, directly or indirectly, or  
2 through agents or other persons, employed plaintiffs and/or other  
3 Covered Employees, and exercised control over the wages, hours and  
4 working conditions of plaintiffs and Covered Employees. Plaintiffs  
5 are informed and believe and thereon allege, that, at all relevant  
6 times, each defendant was the principal, agent, partner, joint  
7 venturer, officer, director, controlling shareholder, subsidiary,  
8 affiliate, parent corporation, successor in interest and/or  
9 predecessor in interest of some or all of the other defendants, and  
10 was engaged with some or all of the other Defendants in a joint  
11 enterprise for profit, and bore such other relationships to some or  
12 all of the other defendants so as to be liable for their conduct  
13 with respect to the matters alleged below. Plaintiffs are informed  
14 and believe and thereon allege that each defendant acted pursuant  
15 to and within the scope of the relationships alleged above, that  
16 each defendant knew or should have know about, and authorized,  
17 ratified, adopted, approved, controlled, aided and abetted the  
18 conduct of all other defendants.

19 **FACTS**

20 12. Plaintiffs EVANCHO, KEELER and GUIRIBA are hereinafter  
21 referred to as "plaintiffs."

22 13. Plaintiffs' consents to sue under the FLSA §16 are  
23 attached to this Complaint as Exhibit "A."

24 14. Upon information and belief, defendants employ thousands  
25 of pharmaceutical sales representatives in the United States, and  
26 hundreds in the states of Pennsylvania and California.

27 15. Plaintiffs and Covered Employees were paid a salary plus  
28 bonuses for work performed.

1           16. Specifically, upon information and belief, defendants'  
2 managers, with the knowledge and consent of corporate management,  
3 systemically violated the law throughout California, Pennsylvania  
4 and the United States, in the following respects:

- 5           a) Failing to pay employees overtime compensation for  
6 hours worked in excess of forty hours per week;  
7           b) Failing to maintain accurate records of employees'  
8 time; and  
9           c) Failing to pay California Class members overtime  
10 compensation for hours worked in excess of eight  
11 hours per day.

12           17. As set forth above, plaintiffs were employed by  
13 defendants.

14           18. During this time, plaintiffs on a regular basis worked  
15 over forty (40) hours per week.

16           19. Plaintiffs' regular job duties required them to work  
17 substantially more than forty (40) hours per week.

18           20. In addition to her regular duties, plaintiff EVANCHO spent  
19 a significant amount of time at night mixing various sample  
20 medications to give to physicians the following mornings.

21           21. Plaintiff GUIRIBA on a regular basis worked over eight (8)  
22 hours per day.

23           22. Plaintiff sustained substantial losses from defendants'  
24 failure to pay them overtime compensation.

25           23. Upon information and belief, other employees who worked  
26 for defendants throughout California, Pennsylvania and the United  
27 States and who are FLSA Collective Plaintiffs and/or members of the  
28 classes (as defined below) were subjected to the same policies and

1 practices and have sustained similar losses of compensation for  
2 numerous hours worked on behalf of defendants.

3 24. Defendants, through their corporate management  
4 deliberately trained, supervised, instructed, and authorized  
5 managerial employees to engage in the above unlawful practices and  
6 have ratified their actions thereafter, in order to enhance  
7 corporate profits and reduce their labor costs.

8 25. Defendants failed to provide plaintiff GUIRIBA and other  
9 California employees with a half-hour meal break for every work  
10 period of more than five hours per day and ten minute rest period  
11 for every four hours that they worked.

12 FLSA COLLECTIVE ACTION ALLEGATIONS

13 26. Plaintiffs bring the First Claim for Relief as a  
14 collective action pursuant to FLSA Section 16(b), 29 U.S.C.  
15 §216(b), on behalf of all Covered Employees employed by Defendants  
16 on or after the date that is three years before the filing of the  
17 Complaint in this case as defined herein ("FLSA Collective  
18 Plaintiffs").

19 27. At all relevant times, plaintiffs and the other FLSA  
20 Collective Plaintiffs are and have been similarly situated, have  
21 had substantially similar job requirements and pay provisions, and  
22 have been subject to defendants' decision, policy, plan and common  
23 policies, programs, practices, procedures, protocols, routines, and  
24 rules (1) willfully failing and refusing to pay them at the legally  
25 required time an a half rates for work in excess of forty (40)  
26 hours per workweek, (2) willfully and inaccurately classifying them  
27 as exempt from overtime pay even though defendants were aware that  
28 the FLSA Collective Plaintiffs were non-exempt and entitled to

1 overtime pay, and (3) willfully failing to keep records required by  
2 the FLSA. The claims of The California Plaintiff stated herein are  
3 essentially the same as those of the other FLSA Collective  
4 Plaintiffs.

5 28. The First Claim for Relief is properly brought under and  
6 maintained as an opt-in collective action pursuant to §16(b) of the  
7 FLSA, 29 U.S.C. 216(b). The FLSA Collective Plaintiffs are readily  
8 ascertainable. For purpose of notice and other purposes related to  
9 this action, their names and addresses are readily available from  
10 the defendants. Notice can be provided to the FLSA Collective  
11 Plaintiffs via first class mail to the last address known to  
12 defendants.

13 **RULE 23 CLASS ALLEGATIONS - PENNSYLVANIA**

14 29. Plaintiff EVANCHO ("Pennsylvania Plaintiff") brings her  
15 Pennsylvania Minimum Wage Act of 1968 claim, pursuant to Pa. Cons.  
16 Stat. §§333.101, et seq. ("PMWA"), under Rule 23(a), (b)(2) and  
17 (b)(3) of the Federal Rules of Civil Procedure on behalf of all  
18 persons who were, are, or will be employed by defendants on or  
19 after the date that is three years before the filing of the  
20 Complaint in this case (the "Pennsylvania Class Period").

21 30. The proposed class that the Pennsylvania Plaintiff seeks  
22 to represent is defined as all persons who have been, are, or in  
23 the future will be employed in Pennsylvania by defendants in any of  
24 the "Covered Positions." All said persons, including plaintiff  
25 EVANCHO, are referred to herein as the "Pennsylvania Class." The  
26 Pennsylvania Class members are readily ascertainable. The number  
27 and identity of the Pennsylvania Class members are determinable  
28 from the records of defendants. The shifts assigned and worked,

1 the positions held, and the rates of pay for each Pennsylvania  
2 Class member are also determinable from defendants' records. For  
3 purposes of notice and other purposes related to this action, their  
4 names and addresses are readily available from defendants. Notice  
5 can be provided by means permissible under said Fed.R.Civ. Proc 23.

6 31. The proposed Pennsylvania Class is so numerous that  
7 joinder of all members is impracticable, and the disposition of  
8 their claims as a class will benefit the parties and the court.  
9 Although the precise number of such persons is unknown, and the  
10 facts on which the calculation of that number are presently within  
11 the sole control of defendants, upon information and belief, there  
12 are more than two hundred (200) members of the Pennsylvania Class.

13 32. The claims of Pennsylvania Plaintiff are typical of those  
14 claims which could be alleged by any member of the Pennsylvania  
15 Class, and the relief sought is typical of the relief which would  
16 be sought by each member of the Pennsylvania Class in separate  
17 actions. All the Pennsylvania Class members were subject to the  
18 same corporate practices of defendants, as alleged herein, of  
19 failing to pay overtime compensation and failing to maintain  
20 accurate records. Defendants' corporate-wide policies and practices  
21 affected all Pennsylvania Class members similarly, and defendants  
22 benefitted from the same type of unfair and/or wrongful acts as to  
23 each Pennsylvania Class member. Pennsylvania Plaintiff and other  
24 Pennsylvania Class Members sustained similar losses, injuries and  
25 damages arising from the same unlawful policies, practices and  
26 procedures.

27 33. Pennsylvania Plaintiff is able to fairly and adequately  
28 protect the interests of the Pennsylvania Class and has no

1 interests antagonistic to the class. The Pennsylvania Plaintiff is  
2 represented by attorneys who are experienced and competent in both  
3 class action litigation and employment litigation and have  
4 previously represented plaintiffs in wage and hour cases.

5 34. A class action is superior to other available methods for  
6 the fair and efficient adjudication of the controversy-particularly  
7 in the context of wage and hour litigation where individual class  
8 members lack the financial resources to vigorously prosecute a  
9 lawsuit against corporate defendants. Class action treatment will  
10 permit a large number of similarly situated persons to prosecute  
11 their common claims in a single forum simultaneously, efficiently,  
12 and without the unnecessary duplication of efforts and expense that  
13 numerous individual actions engender. Because the losses, injuries  
14 and damages suffered by each of the individual Pennsylvania Class  
15 members are small in the sense pertinent to a class action  
16 analysis, the expenses and burden of individual litigation would  
17 make it extremely difficult or impossible for the individual  
18 Pennsylvania Class members to redress the wrongs done to them. On  
19 the other hand, important public interests will be served by  
20 addressing the matter as a class action. The adjudication of  
21 individual litigation claims would result in a great expenditure of  
22 court and public resources; however, treating the claims as a class  
23 action would result in a significant savings of these costs. The  
24 prosecution of separate actions by individual members of the  
25 Pennsylvania Class would create a risk of inconsistent and/or  
26 varying adjudications with respect to the individual members of the  
27 Pennsylvania Class, establishing incompatible standards of conduct  
28 for defendants and resulting in the impairment of class members'

1 rights and the disposition of their interests through actions to  
2 which they were not parties. The issues in this action can be  
3 decided by means of common, class-wide proof. In addition, if  
4 appropriate, the court can, and is empowered to, fashion methods to  
5 efficiently manage this action as a class action.

6 35. Upon information and belief, defendants and other  
7 employers throughout the state violate the PMWA. Current employees  
8 are often afraid to assert their rights out of fear of direct or  
9 indirect retaliation. Former employees are fearful of bringing  
10 claims because doing so can harm their employment, future  
11 employment, and future efforts to secure employment. Class actions  
12 provide class members who are not named in the complaint a degree  
13 of anonymity which allows for the vindication of their rights while  
14 eliminating or reducing these risks.

15 36. There are questions of law and fact common to the  
16 Pennsylvania Class which predominate over any questions affecting  
17 only individual class members, including:

- 18 a) Whether Defendants employed or jointly employed the  
19 Pennsylvania Plaintiff and the Pennsylvania Class  
20 within the meaning of the Pennsylvania law.
- 21 b) What proof of hours is sufficient where defendants  
22 failed in their duty to maintain time records.
- 23 c) What were the policies, practices, programs,  
24 procedures, protocols and plans of defendants  
25 regarding payment of overtime wages.
- 26 d) What were the policies, practices, programs,  
27 procedures, protocols and plans of defendants  
28 regarding payment of wages for all hours worked.

- 1 e) Whether defendants failed and/or refused to pay the  
2 Pennsylvania Plaintiff and the Pennsylvania Class  
3 premium pay for hours worked in excess of forty per  
4 workweek within the meaning of Pennsylvania law.
- 5 f) What are and were the policies, practices, programs,  
6 procedures, protocols and plans of defendants  
7 regarding the types of work and labor for which  
8 defendants did not pay the class members at all.
- 9 g) At what common rate, or rates subject to common  
10 methods of calculation, was and is defendants  
11 required to pay the class members for their work.
- 12 h) What are the common conditions of employment and in  
13 the workplace, such as record keeping, breaks, and  
14 policies and practices regarding labor budgeting,  
15 that affect whether the class was paid at overtime  
16 rates for overtime work.
- 17 I) What are the common conditions of employment and in  
18 the workplace, such as record keeping, breaks, and  
19 policies and practices regarding labor budgeting,  
20 that affect whether the class was paid at least the  
21 minimum wage for all work.

22 **RULE 23 CLASS ALLEGATIONS - CALIFORNIA**

23 37. Plaintiff GUIRIBA ("California Plaintiff") brings the  
24 Third, Fourth, Fifth, Sixth and Seventh for Relief, pursuant to the  
25 Federal Rules of Civil Procedure ("FRCP") Rule 23, on behalf of all  
26 persons who were, are, or will be employed by defendants on or  
27 after the date that is four years before the filing of the  
28 Complaint in this case (the "California Class Period").

1 38. The proposed class that the California Plaintiff seeks to  
2 represent is defined as all persons who have been, are, or in the  
3 future will be employed in California by defendants in any of the  
4 "Covered Positions." All said persons, including The California  
5 Plaintiff, are referred to herein as the "California Class." The  
6 California Class members are readily ascertainable. The number and  
7 identity of the California Class members are determinable from the  
8 records of Defendants. The hours assigned and worked, the positions  
9 held, and the rates of pay for each California Class member are  
10 also determinable from defendants' records. For purposes of notice  
11 and other purposes related to this action, their names and  
12 addresses are readily available from defendants. Notice can be  
13 provided by means permissible under said FRCP 23.

14 39. The proposed California Class is so numerous that joinder  
15 of all members is impracticable, and the disposition of their  
16 claims as a class will benefit the parties and the court. Although  
17 the precise number of such persons is unknown, and the facts on  
18 which the calculation of that number are presently within the sole  
19 control of defendants, upon information and belief, there are more  
20 than two hundred (200) members of the California Class.

21 40. California Plaintiff's claims are typical of those claims  
22 which could be alleged by any member of the California Class, and  
23 the relief sought is typical of the relief which would be sought by  
24 each member of the California Class in separate actions. All the  
25 California Class members were subject to the same corporate  
26 practices of Defendants, as alleged herein, of failing to pay  
27 overtime compensation and failing to maintain accurate records.  
28 Defendants' corporate-wide policies and practices affected all

1 California Class members similarly, and defendants benefitted from  
2 the same type of unfair and/or wrongful acts as to each California  
3 Class member. The California Plaintiff and other California Class  
4 members sustained similar losses, injuries and damages arising from  
5 the same unlawful policies, practices and procedures.

6 41. The California Plaintiff is able to fairly and adequately  
7 protect the interests of the California Class and has no interests  
8 antagonistic to the California Class. The California Plaintiff is  
9 represented by attorneys who are experienced and competent in both  
10 class action litigation and employment litigation and have  
11 previously represented plaintiffs in wage and hour cases.

12 42. A class action is superior to other available methods for  
13 the fair and efficient adjudication of the controversy-particularly  
14 in the context of wage and hour litigation where individual class  
15 members lack the financial resources to vigorously prosecute a  
16 lawsuit against corporate defendants. Class action treatment will  
17 permit a large number of similarly situated persons to prosecute  
18 their common claims in a single forum simultaneously, efficiently,  
19 and without the unnecessary duplication of efforts and expense that  
20 numerous individual actions engender. Because the losses, injuries  
21 and damages suffered by each of the individual California Class  
22 members are small in the sense pertinent to a class action  
23 analysis, the expenses and burden of individual litigation would  
24 make it extremely difficult or impossible for the individual  
25 California Class members to redress the wrongs done to them. On  
26 the other hand, important public interests will be served by  
27 addressing the matter as a class action. The adjudication of  
28 individual litigation claims would result in a great expenditure of

1 court and public resources; however, treating the claims as a class  
2 action would result in a significant savings of these costs. The  
3 prosecution of separate actions by individual members of the  
4 California Class would create a risk of inconsistent and/or varying  
5 adjudications with respect to the individual members of the  
6 California Class, establishing incompatible standards of conduct  
7 for defendants and resulting in the impairment of class members'  
8 rights and the disposition of their interests through actions to  
9 which they were not parties. The issues in this action can be  
10 decided by means of common, class-wide proof. In addition, if  
11 appropriate, the court can, and is empowered to, fashion methods to  
12 efficiently manage this action as a class action.

13 43. Upon information and belief, defendants and other  
14 employers throughout the state violate the California Labor Law.  
15 Current employees are often afraid to assert their rights out of  
16 fear of direct or indirect retaliation. Former employees are  
17 fearful of bringing claims because doing so can harm their  
18 employment, future employment, and future efforts to secure  
19 employment. Class actions provide class members who are not named  
20 in the complaint a degree of anonymity which allows for the  
21 vindication of their rights while eliminating or reducing these  
22 risks.

23 44. There are questions of law and fact common to the  
24 California Class which predominate over any questions affecting  
25 only individual class members, including:

26 a) Whether Defendants employed or jointly employed the  
27 California The California Plaintiff and the  
28 California Class within the meaning of the California

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

law.

- b) What proof of hours is sufficient where Defendants failed in their duty to maintain time records.
- c) What were the policies, practices, programs, procedures, protocols and plans of defendants regarding payment of overtime wages.
- d) What were the policies, practices, programs, procedures, protocols and plans of defendants regarding payment of wages for all hours worked.
- e) Whether defendants failed and/or refused to pay the California The California Plaintiff and the California Class premium pay for hours worked in excess of forty (40) per workweek or eight (8) hours per workday within the meaning of California law.
- f) What are and were the policies, practices, programs, procedures, protocols and plans of defendants regarding the types of work and labor for which defendants did not pay the California Class members at all.
- g) At what common rate, or rates subject to common methods of calculation, was and is defendants required to pay the California Class members for their work.
- h) What are the common conditions of employment and in the workplace, such as record keeping, breaks, and policies and practices regarding labor budgeting, that affect whether the California Class was paid at overtime rates for overtime work.

1 I) Whether defendants compensated class members that  
2 terminated their employment all wages owed them  
3 immediately upon the termination of their employment  
4 as required by California law.

5 j) Whether defendants provided plaintiffs with rest  
6 periods and meal breaks as required by California  
7 law.

8 FIRST CLAIM FOR RELIEF

9 (FLSA Overtime and Record Keeping Violations,

10 29 U.S.C. §§201 et seq.

11 Brought by Plaintiffs on Behalf of Themselves  
12 and the FLSA Collective Plaintiffs)

13 45. Plaintiffs, on behalf of themselves and other FLSA  
14 Collective Plaintiffs, reallege and incorporate by reference all  
15 previous paragraphs.

16 46. Plaintiffs are informed and believe and thereon allege  
17 that at all relevant times, each defendant has been, and continues  
18 to be, an "employer" engaged in interstate "commerce" within the  
19 meaning of the FLSA, 29 U.S.C. §203. At all relevant times, each  
20 defendant has employed, and continues to employ the FLSA Collective  
21 Plaintiffs as "employee[s]" within the meaning of the FLSA. At all  
22 relevant times, each defendant has had gross operating revenues in  
23 excess of \$500,000.

24 47. Throughout the statute of limitations period covered by  
25 these claims, plaintiffs and the other FLSA Collective Plaintiffs  
26 regularly worked in excess of forty (40) hours per workweek and  
27 continue to do so.

28 ///

1       48. At all relevant times, defendants operated under and  
2 continue to operate under a decision, policy and plan, and under  
3 common policies, programs, practices, procedures, protocols,  
4 routines and rules of willfully failing and refusing to pay the  
5 FLSA Collective Plaintiffs at time and a half rates for work in  
6 excess of forty (40) hours per workweek, and willfully failing to  
7 keep records required by the FLSA even though the FLSA Collective  
8 Plaintiffs have been and are entitled to overtime.

9       49. At all relevant times, defendants willfully, regularly and  
10 repeatedly failed, and continue to fail to pay plaintiff and other  
11 FLSA Collective Plaintiffs at the required overtime rates, time and  
12 a half regular hourly rates, for hours worked in excess of forty  
13 (40) hours per workweek.

14       50. At all relevant times, defendants willfully, regularly and  
15 repeatedly failed, and continue to fail to make, keep and preserve  
16 accurate records required by the FLSA with respect to plaintiffs  
17 and the other FLSA Collective Plaintiffs, including records  
18 sufficient to the accurately determine the wages and hours of  
19 employment pertaining to plaintiffs and other FLSA Collective  
20 Plaintiffs.

21       51. Plaintiffs and the FLSA Collective Plaintiffs seek damages  
22 in the amount of their respective unpaid overtime compensation,  
23 liquidated (double) damages as provided by the FLSA for overtime  
24 violations, attorneys' fees and cost, injunctive relief requiring  
25 defendants to cease and desist from their violations of the FLSA  
26 described herein and to comply with the FLSA, and such other legal  
27 and equitable relief as this Court deems just and proper.

28     ///



1 records with respect to the Pennsylvania Plaintiff  
2 and Pennsylvania Class members sufficient to  
3 determine their wages and hours; and

4 c) By other practices in violation of the PMWA.

5 57. The foregoing conduct, as alleged above, constitutes  
6 continuing, willful violations of the PMWA.

7 58. Defendant willfully failed to pay Pennsylvania Plaintiff  
8 and Pennsylvania Class all wages owed to them, in violation of Pa.  
9 Cons. Stat. §260.3.

10 59. As set forth above, the Pennsylvania Plaintiff and  
11 Pennsylvania Class members have sustained losses in their  
12 compensation as a proximate result of defendants' violations.  
13 Accordingly, Pennsylvania Plaintiff, on behalf of herself and the  
14 Pennsylvania Class, seek damages in the amount of their respective  
15 unpaid compensation, injunctive relief requiring defendants to  
16 cease and desist from their violations of the Pennsylvania laws  
17 described herein and to comply with them, and such other legal and  
18 equitable relief as the Court deems just and proper. Under Pa.  
19 Cons. Stat. § 260.10, Pennsylvania Plaintiff and the Pennsylvania  
20 Class are entitled to liquidated damages equal to the greater of  
21 15% of the wages due or \$500.

22 60. Pennsylvania Plaintiff, on behalf of herself and the  
23 Pennsylvania Class, seek recovery of their attorneys' fees and the  
24 costs of this action to be paid by defendants, pursuant to PMWA.

25 ///

26 ///

27 ///

28 ///



1 unfair business practice or act within the meaning of the UCL.

2 66. The unlawful and unfair business practices and acts of  
3 defendant, as described above, has injured the California Plaintiff  
4 and the California Class in that they were wrongfully denied the  
5 payment of earned compensation, both at their regular rate and  
6 overtime wages.

7 67. The California Plaintiff and the California Class seek  
8 recovery of attorneys' fees and costs of this action to be paid by  
9 defendant, as provided by the UCL and applicable law.

10 68. The California Plaintiff and the California Class seek  
11 damages in the amount of the respective unpaid regular hourly wages  
12 for hours of work up to forty (40) hours per week and their unpaid  
13 overtime for all hours of work in excess of forty (40) hours per  
14 week and/or 8 hours per day, attorneys' fees, and cost of suit and  
15 such other legal and equitable relief from Defendants' unlawful and  
16 willful conduct as the Court deems just and proper.

17 **FOURTH CLAIM FOR RELIEF**

18 (California Overtime Provisions

19 Cal. Wage Order No. 4;

20 Cal. Labor Code §§510, 1194, and 1194.5

21 Brought by California Plaintiff on behalf of  
22 himself and the California Class)

23 69. The California Plaintiff, on behalf of himself and the  
24 California Class, realleges and incorporates by reference  
25 paragraphs 1-28 and 37-44.

26 70. It is unlawful under California law for an employer to  
27 suffer or permit an employee to work without paying wages for all  
28 hours worked, including overtime wages for work in excess of eight

1 (8) hour workdays and/or forty (40) hour workweeks.

2 71. The California Plaintiff and the California Class were not  
3 properly compensated for hours that he worked in excess of eight  
4 (8) hours per weekday and/or forty (40) hours per week.

5 72. As a direct and proximate result of Defendants' unlawful  
6 conduct, as set forth herein, the California Plaintiff and the  
7 California Class have sustained damages, including loss of  
8 earnings, in an amount to be established at trial.

9 73. The California Plaintiff and the California Class seek  
10 damages in the amount of the respective unpaid overtime  
11 compensation, plus penalties, as provided by state law, prejudgment  
12 interest, and costs and attorneys' fees, pursuant to statute, and  
13 such other legal and equitable relief as the Court deems just and  
14 proper.

15 FIFTH CLAIM FOR RELIEF

16 (California Waiting Period Penalties,

17 Cal. Labor Code §§201-203

18 Brought by California Plaintiff on behalf of  
19 himself and the California Class)

20 74. The California Plaintiff, on behalf of himself and the  
21 California Class, realleges and incorporates by reference  
22 paragraphs 1-28 and 37-44.

23 75. A California employer must compensate an employee that  
24 terminates his employment not later than 72 hours thereafter.

25 76. Defendant failed to pay the California Plaintiff and  
26 members of the California Class whose employment terminated the  
27 overtime compensation they were owed within 72 hours of the  
28 termination of their employment.

1 77. As a direct and proximate result of defendants' unlawful  
2 conduct, as set forth herein, The California Plaintiff and the  
3 California Class have sustained damages, including loss of  
4 earnings, in an amount to be established at trial.

5 78. The California Plaintiff and the California Class are  
6 entitled to seek penalties under Labor Code §203 equal to their  
7 regular rate of pay for period of thirty (30) days.

8 SIXTH CLAIM FOR RELIEF

9 (California Record-Keeping Provisions,

10 Cal. Wage Order No. 4;

11 Cal. Labor Code §§226, 1174, & 1174.5

12 Brought by California Plaintiff on behalf of

13 himself and the Pennsylvania Class

14 79. The California Plaintiff, on behalf of himself and the  
15 California Class, realleges and incorporates by reference  
16 paragraphs 1-28 and 37-44.

17 80. By failing to record, report, and/or compensate The  
18 California Plaintiff and the California Class for compensable time  
19 performed before and after their regularly scheduled shifts,  
20 Defendants have failed knowingly and intentionally to make, keep,  
21 maintain, and preserve records with respect to each of its  
22 employees sufficient to determine their wages, hours, and other  
23 conditions and practice of employment in violation of Labor Code §§  
24 226(a), 1174(d) and the IWC Wage Order.

25 81. The California Plaintiff and the California Class are  
26 entitled to and seek injunctive relief requiring Defendants to  
27 comply with Cal. Labor Code §§226(a) and 1174(d), and further seek  
28 penalties under Cal. Labor Code §§226(e) and 1174.5, including the

1 greater of all actual damages or one hundred dollars (\$100) for the  
2 initial pay period in which a violation occurs and two hundred  
3 dollars (\$200) per employee for each violation in a subsequent pay  
4 period.

5 SEVENTH CLAIM FOR RELIEF

6 (California Meal and Rest Period Provisions,  
7 Cal. Labor Code §§226.7 & 512, and CA Wage Order No. 4  
8 Brought by California Plaintiff on behalf of  
9 himself and the Pennsylvania Class)

10 82. The California Plaintiff, on behalf of himself and the  
11 California Class, realleges and incorporates by reference 1-28 and  
12 37-44.

13 83. Defendant failed to provide the California Plaintiff and  
14 the California Class with a half-hour meal break for every work  
15 period of more than five (5) hours per day and ten minute rest  
16 period for every four hours worked, in violation of Cal. Labor Code  
17 §512 and the IWC Wage Order.

18 84. Under Labor Code §§226.7, the California Plaintiff and the  
19 California Class are entitled to seek one additional hour of pay at  
20 the plaintiffs' regular rate of compensation for each meal or rest  
21 period not provided.

22  
23 PRAYER FOR RELIEF

24 **WHEREFORE**, plaintiffs, on behalf of themselves and all other  
25 Covered Employees, prays for relief as follows:

26 A. A declaratory judgment that the practices complained of  
27 herein are unlawful under FLSA;

28 B. Certification of this action as a collective action

1 brought pursuant to the FLSA §216(b);

2 C. Designation of plaintiffs as representatives of the FLSA  
3 Collective Plaintiffs;

4 D. Certification of the Pennsylvania claims as a class action  
5 brought pursuant to FRCP Rule 23;

6 E. Designation of Pennsylvania Plaintiff as representative of  
7 the Pennsylvania Class;

8 F. Certification of the California claims as a class action  
9 brought pursuant to FRCP Rule 23;

10 G. Designation of California Plaintiff as representative of  
11 the California Class;

12 H. An award of damages, according to proof, including  
13 liquidated damages, to be paid by defendant;

14 I. Penalties available under applicable law;

15 J. Costs of action incurred herein, including expert fees;

16 K. Attorneys' fees, including fees pursuant to 29 U.S.C. §216  
17 and other applicable statutes;

18 L. Pre-Judgment and post-judgment interest, as provided by  
19 law; and

20 M. Such other and further legal and equitable relief as this  
21 Court deems necessary, just and proper.

22

23 DATED: January 3, 2007

KINGSLEY & KINGSLEY, APC

24

By:   
ERIC B. KINGSLEY

25

26

27

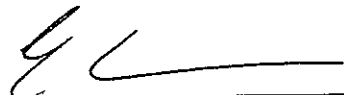
28

DEMAND FOR JURY TRIAL

1  
2 Plaintiffs, on behalf of themselves and all others similarly  
3 situated, hereby demands a jury trial on all causes of action and  
4 claims with respect to which she has a right to jury trial.

5  
6 DATED: January 3, 2007

KINGSLEY & KINGSLEY, APC

7 By:   
8 ERIC B. KINGSLEY

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT "A"**



CONSENT TO BE "PARTY PLAINTIFF" UNDER  
FEDERAL FAIR LABOR STANDARDS ACT

I am an employee currently or formerly employed by Sanofi-Aventis. I consent to be a party plaintiff in an action to collect unpaid wages. I agree that I am bound by the terms of the Professional Services Agreement signed by the named plaintiffs in this case.

LISA LYNN EVANCHO  
Full Legal Name (Print)

Lisa Lynn Evancha  
Signature

11/20/2006  
Date

1004 Cider Mill Dr.  
Gibsonia, PA 15044

\_\_\_\_\_  
\_\_\_\_\_  
Mailing Address (Print)