

1 Matthew C. Helland, CA State Bar No. 250451  
helland@nka.com  
2 NICHOLS KASTER, LLP  
235 Montgomery St., Suite 810  
3 San Francisco, CA 94104  
Telephone: (415) 277-7235  
4 Facsimile: (415) 277-7238

5 Michele R. Fisher, MN State Bar No. 303069\*  
fisher@nka.com  
6 Jay E. Eidsness, MN Bar No. 0395347\*  
jeidsness@nka.com  
7 NICHOLS KASTER, PLLP  
8 4600 IDS Center  
80 South 8th Street  
9 Minneapolis, MN 55402  
10 Telephone: (612) 256-3200  
Facsimile: (612) 338-4878

11 Austin Kaplan, TX State Bar No. 24072176  
12 akaplan@kaplanlawatx.com  
13 Kaplan Law Firm, PLLC  
406 Sterzing St.  
14 Austin, TX 78704  
Telephone: (512) 553-9390  
15 Facsimile: (512) 692-2788  
16 \*Pro hac vice application forthcoming

17  
18 **IN THE UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**

20 Joseph Flynn, individually and on behalf of  
all others similarly situated,

21 Plaintiff,

22 v.

23 Informatica, LLC,

24 Defendant.  
25  
26  
27  
28

**Case No.:**

**COLLECTIVE ACTION COMPLAINT**

**1) Failure to Pay Overtime Compensation in  
Violation of the Fair Labor Standards Act (29  
U.S.C. § 201, et seq.)**

**PRELIMINARY STATEMENT**

1  
2 1. This is a putative collective action brought by Plaintiff Joseph Flynn (“Plaintiff”),  
3 on behalf of himself and all others similarly situated. Plaintiff and those similarly situated are or  
4 were employed by Defendant Informatica, LLC (“Informatica” or “Defendant”), as Inside Sales  
5 Representatives and were denied proper overtime compensation as required by federal wage and  
6 hour laws. These employees are similarly situated under the Fair Labor Standards Act (“FLSA”),  
7 29 U.S.C. § 216(b).

8 2. The putative FLSA Collective is defined as:

9  
10 all inside sales employees (including Business Development Managers,  
11 Inside Sales Representatives, Sales Development Representatives, or other  
12 positions with similar job titles and/or duties) (collectively “Inside Sales  
13 Representatives”) who work or have worked for Informatica anytime from  
14 three years prior to the filing of this action through the present (the  
15 “Collective Period”).  
16

17 3. During the Collective Period, Defendant failed to pay overtime compensation to  
18 Plaintiff and the FLSA Collective as required by federal law. Plaintiff seeks relief for himself and  
19 for the FLSA Collective under the FLSA to remedy Defendant’s failure to pay overtime  
20 compensation.

**JURISDICTION AND VENUE**

21  
22 4. This Court has original jurisdiction to hear this Complaint and to adjudicate the  
23 claim stated herein under 28 U.S.C. § 1331, this action being brought under the FLSA, 29 U.S.C. §  
24 201 *et seq.* Plaintiff’s signed consent form to join this lawsuit is attached as **Exhibit A**. As this case  
25 proceeds, it is likely other individuals will file consent forms and join as opt-in plaintiffs.

26 5. Venue is proper in the United States District Court for the Northern District of  
27 California pursuant to 28 U.S.C. § 1391 because Defendant has its principal place of business in  
28

1 Redwood City, California, and because a substantial part of the events or omissions giving rise to  
2 the claims occurred in this district. On information and belief, Defendant made decisions and  
3 determined policies as to pay methods, practices, and classification from its corporate headquarters  
4 in Redwood City, California.

5 6. Pursuant to L.R. 3-2(c) and (d), this action is properly assigned to the San Francisco  
6 Division of the Northern District of California because a substantial portion of the events giving rise  
7 to the dispute occurred in San Mateo County as Defendant is located there.

8 **PARTIES**

9 7. Plaintiff Joseph Flynn is an adult resident of Pflugerville, Texas.

10 8. Defendant employed Plaintiff in an inside sales role as a Business Development  
11 Manager working in its Austin, Texas office from approximately May 2017 to approximately  
12 January 2019.

13 9. Defendant is a Delaware corporation that does business in seven states including  
14 California, Illinois, New York, North Carolina, Illinois, Texas, and Virginia. According to  
15 Defendant’s website, its corporate headquarters is located at 2100 Seaport Blvd., Redwood City,  
16 California 94063.

17 10. Defendant is a software company that makes and sells enterprise software solutions  
18 to businesses’ information technology (“IT”) departments. Defendant’s website states: “As the  
19 world’s leader in Enterprise Cloud Data Management, we recognize a generational market  
20 disruption in data is underway. We are entering Data 3.0, where data powers digital transformation,  
21 and we’re prepared to help you intelligently lead—in any sector, category or niche. Informatica  
22 provides you with the foresight to become more agile, realize new growth opportunities, and create  
23 new inventions.” Defendant sells its products to businesses, and those businesses in turn sell their  
24 own separate products and services to their customers. Upon information and belief, Defendant  
25 regularly receives compensation from its clients for these services that are delivered across state  
26 lines.

27  
28

1 11. Upon information and belief, Defendant is an enterprise engaged in commerce or in  
2 the production of goods for commerce as defined by Section 203(s)(1) of the FLSA, and had an  
3 annual gross volume of sales which exceeded \$500,000.00.

4 12. Plaintiff and other Inside Sales Representatives were engaged in commerce or in the  
5 production of goods for commerce as defined by Section 207(a)(1) of the FLSA.

6 13. Plaintiff was Defendant's employee as defined by the FLSA, 29 U.S.C. § 203(e)(1),  
7 and Defendant was Plaintiff's employer within the meaning of the FLSA, 29 U.S.C. § 203(d), (g).

8 **FACTUAL ALLEGATIONS**

9 14. Plaintiff re-alleges and incorporates by reference the above paragraphs as if fully set  
10 forth herein.

11 15. Plaintiff worked for Defendant as a Business Development Manager. In this role,  
12 Plaintiff's primary duty was to sell Defendant's software solutions and products from inside the  
13 office to customers across the country, to meet Defendant's production goals.

14 16. Defendant employs numerous Inside Sales Representatives who, similar to Plaintiff,  
15 sell Defendant's software solutions and products to customers across the country, from inside  
16 Defendant's offices.

17 17. Inside Sales Representatives routinely work overtime hours to meet the demands set  
18 by Defendant. Defendant put pressure on Plaintiff and the Inside Sales Representatives to contact  
19 and respond to potential customers, and meet sales goals, which led to frequent overtime work.

20 18. For example, Plaintiff estimates he worked approximately forty-five (45) to forty-  
21 eight (48) hours per week on average. Plaintiff typically arrived to work Monday through Friday  
22 before 7:00 a.m. in order to ready for his first telephone call by 7 a.m. each day. Plaintiff routinely  
23 worked those days until at least 3:30 p.m., and often later, particularly at the end of months, quarters,  
24 and years. In addition, Defendant often held meetings late in the day, which required Plaintiff to  
25 work even later. Plaintiff regularly answered work-related phone calls and emails prior to and after  
26 his scheduled working hours. Defendant's demands for service and production also caused Plaintiff  
27 to routinely work through lunch.

28

1 19. By way of another example, during the week of July 9, 2018, Plaintiff estimates that  
2 he worked approximately 48 hours. Defendant did not compensate him for any of the overtime  
3 hours he worked during that workweek, or any other weeks.

4 20. Defendant paid Plaintiff, and those similarly situated, on a salary plus commissions  
5 basis without any overtime compensation.

6 21. Defendant failed to maintain and keep time records for Plaintiff and those similarly  
7 situated.

8 22. Defendant knew Plaintiff and the other Inside Sales Representatives worked  
9 overtime hours because its job requirements and production standards required it. Plus, its managers  
10 often observed the long hours being worked.

11 23. Defendant knew or should have known that its Inside Sales Representatives were  
12 non-exempt employees entitled to overtime pay because, for example, federal courts and the U.S.  
13 Department of Labor have consistently held that inside salespersons are entitled to overtime wages.  
14 Defendant had a duty to investigate and research its obligations under the FLSA.

15 24. Defendant's conduct was willful and in bad faith. Defendant operated under a  
16 scheme that has caused significant damages to Plaintiff and the similarly situated individuals.

17 **CLAIM FOR RELIEF**

18 **FAIR LABOR STANDARDS ACT – FAILURE TO PAY OVERTIME**

19 25. Plaintiff re-alleges and incorporates by reference the above paragraphs as if fully set  
20 forth herein.

21 26. The FLSA requires employers to pay non-exempt employees no less than one-and-  
22 one-half times their regular rate of pay for all hours worked in excess of forty (40) in a workweek.  
23 29 U.S.C. § 207.

24 27. Defendant has not properly compensated Plaintiff or the FLSA Collective for their  
25 overtime hours as required by the FLSA.

26 28. Defendant knew Plaintiff and the FLSA Collective worked overtime without proper  
27 compensation, and it willfully failed and refused to pay Plaintiff and the FLSA Collective wages at  
28 the required overtime rates. *See* 29 U.S.C. § 255.

1 29. Defendant’s willful failure and refusal to pay Plaintiff and the FLSA Collective  
2 overtime wages for overtime hours worked violates FLSA. 29 U.S.C. §§ 207, 255(a).

3 30. By failing to record, report, and/or preserve records of hours worked by Plaintiff  
4 and the FLSA Collective, Defendant failed to make, keep, and preserve records of its employees to  
5 determine their wages, hours, and other conditions of employment, in violation of the FLSA, 29  
6 U.S.C. § 255(a).

7 31. As a direct and proximate result of Defendant’s conduct, Plaintiff and the FLSA  
8 Collective have suffered and will continue to suffer a loss of wages. Plaintiff and the FLSA  
9 Collective are entitled to liquidated damages and attorneys’ fees and costs incurred in connection  
10 with this claim.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, individually and on behalf of the FLSA Collective, prays for  
13 relief as follows:

14 a. Designation of this action as a collective action and authorization of the prompt  
15 issuance of notice pursuant to 29 U.S.C. § 216(b) to all those similarly situated apprising them of  
16 this case and permitting them to assert FLSA claims by filing consent forms pursuant to 29 U.S.C.  
17 § 216(b);

18 b. Judgment that Plaintiff and the FLSA Collective are non-exempt employees entitled  
19 to overtime compensation under the FLSA;

20 c. Judgment against Defendant for an amount equal to Plaintiff’s and the FLSA  
21 Collective’s unpaid overtime wages at the applicable overtime rates and liquidated damages;

22 d. A finding that Defendant’s violations of the FLSA are willful;

23 e. All costs and attorneys’ fees incurred in prosecuting this claim;

24 f. An award of any pre- and post-judgment interest;

25 g. For such other and further relief, in law or equity, as this Court may deem  
26 appropriate and just.

27  
28

1 Dated: September 30, 2019

**NICHOLS KASTER, LLP**

2 By: /s/ Matthew C. Helland

3 Matthew C. Helland

4 ATTORNEYS FOR PLAINTIFF AND THE  
5 PUTATIVE COLLECTIVE

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