

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

Andreas Aros, individually and
on behalf of other similarly situated
individuals,

Plaintiffs,

-v.-

United Rentals, Inc., and United Rentals
(North America) Inc.,

Defendants.

CIVIL ACTION NO.:

310CV00073JCH

January 15, 2010

COLLECTIVE ACTION COMPLAINT

Plaintiff Andreas Aros, on his own behalf and on behalf of all others similarly
situated, by and through undersigned counsel, alleges as follows:

I. INTRODUCTION

1. This is a collective action under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, and is brought to remedy widespread violations by Defendant United Rentals, Inc., and United Rentals (North America), Inc. (collectively "URI"), that have deprived plaintiff, a URI Operations Manager, along with all other Operations Managers at URI locations, of overtime wages to which they are entitled.

2. Under federal law, employees must be paid 1.5 times their regular rate for all hours over 40 worked in a week, unless they qualify for a statutory exemption.

3. Despite this statutory requirement, URI requires their Operations Managers to work without any overtime pay whatsoever when in fact their duties do not qualify them for exempt status.

4. Defendant's acts violate federal overtime laws and affect hundreds of their Operations Managers, current and former. Accordingly, Plaintiff, on behalf of himself and all others similarly situated, brings this claim and seeks unpaid compensation, an equal amount of liquidated damages, attorneys' fees and costs, and all other available and appropriate relief to which he and the other Operations Managers are entitled.

II. JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 1337, diversity jurisdiction pursuant to 28 U.S.C. Section 1332, and supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. Section 1367.

6. In addition, the Court has jurisdiction over Plaintiff's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

7. Venue is proper in this district under 28 U.S.C. § 1391 because the acts or omissions giving rise to claims in this Complaint took place in this judicial district.

8. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. Sections 2201 and 2202.

III. PARTIES

9. Plaintiff Andreas Aros is an individual residing and working within this judicial district. He worked for Defendants as an Operations Manager at their Manchester, Connecticut location since approximately January 2009. He held that position until his employment ended on December 1, 2009. In this position, Plaintiff routinely worked 55 hours a week, or more, though he was never paid overtime.

10. Defendant United Rentals, Inc. is a corporation organized and existing

under the laws of Delaware. Its principal office is located at Five Greenwich Office Park, Greenwich, Connecticut.

11. Defendant United Rentals (North America), Inc. is a corporation organized and existing under the laws of Delaware. Its principal office is located at Five Greenwich Office Park, Greenwich, Connecticut.

12. In this Complaint, "URI" refers (unless otherwise stated) to both defendants and all successor, predecessor, subsidiary and related entities to which these allegations pertain.

13. URI, which is subject to FLSA requirements, is an employer within the meaning of the FLSA. URI is the employer of Plaintiff and all other Operations Managers around the country.

IV. COLLECTIVE ACTION ALLEGATIONS

14. Plaintiff sues on behalf of himself and all other URI Operations Managers around the country. This is an appropriate collective or representative action under 29 U.S.C. § 216(b). Plaintiff and the other Operations Managers are similarly situated in that they are all subject to URI's common plan or practice of designating them as exempt from the overtime requirements of the FLSA and the CMWA when in fact their work, as described and defined by the job description and required by URI, is not exempt.

V. FACTS

15. At all relevant times, Plaintiff worked as an Operations Manager for URI. There are many URI Operations Managers around the country who share a common job title and description. They report directly to a General Manager in whom resides the real management authority of the store.

16. URI's corporate office issues operating policies that apply uniformly to all stores nationwide.

17. While Plaintiff and the class have been given the title of Operations Manager, in fact, based on their duties, their real and primary function is to perform non-exempt functions, including mostly inside sales.

18. Plaintiff's duties did not include the hiring and firing of employees.

19. Plaintiff's work was performed for the benefit of the Defendant, in the normal course of the Defendant's business and was integrated into the business of the Defendant.

20. The work performed by Plaintiff required little skill and no capital investment. His duties did not include managerial responsibilities or the exercise of independent judgment. Rather, his work involved many insignificant duties and duties identical to crew members and other non-exempt positions.

21. URI's violations have been willful and intentional in that it has known all along that Plaintiff worked more than forty hours per week, the requirements of the law, and that the primary duty of its Operations Managers has been to perform non-exempt work.

22. As a result of URI's willful violations of the FLSA and the CMWA, Aros and all other similarly situated Operations Managers have suffered damages in that they have not received proper compensation in accordance the FLSA and CMWA.

LEGAL CLAIMS

COUNT ONE VIOLATION OF THE FAIR LABOR STANDARDS ACT

23. Plaintiff, on behalf of herself and all Collective Action Members, re-alleges and incorporates by reference paragraphs 1 through 22 as if they were set forth again herein.

24. At all relevant times, Defendant has been and continues to be an employer engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. Section 206(a) and 207(a).

25. Based on the foregoing, URI's conduct in this regard was a willful violation of the Fair Labor Standards Act and entitles Plaintiff and all other similarly situated Operations Managers who opt into this litigation to compensation for all overtime hours worked, liquidated damages, attorneys' fees and court costs.

DEMAND FOR RELIEF

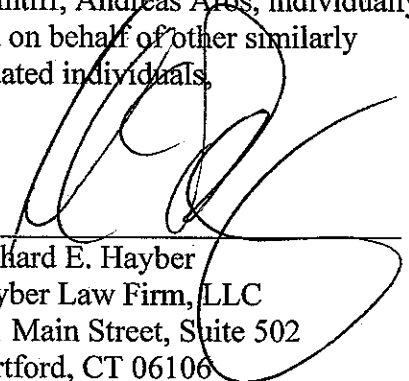
WHEREFORE, Plaintiff claims:

1. Designation of this action as a collective action pursuant to the FLSA and prompt issuance of notice pursuant to 29 U.S.C. Section 216(b);
2. Unpaid overtime wages under the Fair Labor Standards Act and the Connecticut Minimum Wage Act;
3. Liquidated damages under the Fair Labor Standards Act and the Connecticut Minimum Wage Act;
4. An order directing Defendant to supply the names and home addresses of the similarly situated Operations Managers to Plaintiff's counsel so that a notice can be sent to them inviting them to join this action;
5. Interest and costs;
6. Attorneys' fees under the Fair Labor Standards Act and the Connecticut Minimum Wage Act;
7. Such other relief as in law or equity may pertain.

JURY DEMAND

Plaintiff demands a trial by jury by all issues so triable.

Plaintiff, Andreas Aros, individually
and on behalf of other similarly
situated individuals,

By: 
Richard E. Hayber
Hayber Law Firm, LLC
221 Main Street, Suite 502
Hartford, CT 06106
Fed No.: ct11629
Attorney for Plaintiffs
(860) 522-8888
(860) 218-9555 (facsimile)
rhayber@hayberlawfirm.com
Attorney for Plaintiffs