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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

VIET BUI and CHRISTINA AVALOS-REYES, individually and on behalf of all other similarly situated employees, and on behalf of the general public,

Plaintiffs,

vs.

SPRINT CORPORATION, a SPRINT COMMUNICATIONS COMPANY, L.P., a Delaware Corporation; SPRINT/UNITED MANAGEMENT CO., a Delaware Corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 2:14-CV-02461-TLN-AC

CLASS ACTION

ORDER GRANTING LEAVE TO FILE SECOND AMENDED COMPLAINT

[Fed. R. Civ. P. 15(a)]

Hon. Troy L. Nunley
Courtroom 2, 15th Floor

Compl. Filed: July 10, 2014
First Am. Compl. Filed: September 9, 2014

1 **ORDER**

2 Having read and considered the Joint Stipulation to File Second Amended Complaint entered
3 into and submitted by Plaintiff Viet Bui (“Plaintiff”) and Defendants Sprint/United Management
4 Company and Sprint Communications Company L.P. (“Defendants”) (collectively “the Parties”) on
5 **May 18, 2015**, and finding good cause therefor, the Court HEREBY ORDERS that:

6 1. Plaintiff may file a Second Amended Complaint in the form attached as **Exhibit 1** to
7 the Parties’ Joint Stipulation to allege claims against Defendants for the failure to reimburse the Class
8 Members for necessary business expenses as required by California Labor Code Section 2802 and the
9 failure to properly compensate Class Members for overtime hours due to miscalculations of the Class
10 Members’ regular rate of pay, and to add Christina Avalos-Reyes as an additional named Plaintiff and
11 class representative.

12 2. Defendants shall not be required to file a responsive pleading to the Second Amended
13 Complaint. Immediately upon this Order entering the Second Amended Complaint, the allegations
14 contained therein shall be deemed denied by Defendants and subject to all defenses asserted in
15 Defendants’ Answer to Plaintiff’s First Amended Complaint.

16 3. The Second Amended Complaint shall be deemed served on Defendants on the date the
17 Second Amended Complaint is electronically filed with the Court.

18 4. Pursuant to the Parties’ Joint Stipulation and Settlement Agreement, if the Court
19 declines to grant final approval of the Parties’ settlement or if an appellate court invalidates the
20 Parties’ settlement, the Second Amended Complaint shall be rendered null and void and the First
21 Amended Complaint shall be deemed the operative Complaint in this Action. In such event, neither
22 the fact that Defendants did not oppose the filing of the Second Amended Complaint, the terms of the
23 Parties’ Stipulation, nor the allegations in the Second Amended Complaint shall be used or cited
24 thereafter by any person or entity in any manner whatsoever, including, without limitation, any
25 contested proceeding relating to the certification of any class contemplated by the Second Amended
26 Complaint.

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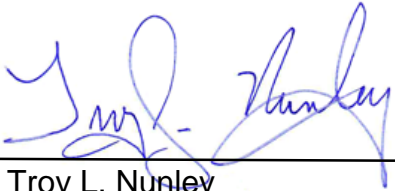
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1 5. Nothing in the Parties' Stipulation or the Second Amended Complaint shall be deemed
2 an admission by Defendants.

3 **IT IS SO ORDERED.**

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5 Dated: May 22, 2015

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Troy L. Nunley
United States District Judge