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15 Attorneys for Plaintiff

16 **IN THE UNITED STATES DISTRICT COURT**

17 **FOR THE DISTRICT OF ARIZONA**

19 Samantha Charlot,  
20 Individually and on behalf of all  
21 others similarly situated,

22 Plaintiff,

23 v.

24 Ascenda USA, Inc.  
25 d/b/a 24-7 InTouch,  
26 An Arizona Corporation,

27 Defendant.  
28

No. \_\_\_\_\_

**COLLECTIVE ACTION COMPLAINT  
AND DEMAND FOR JURY TRIAL**

1 Plaintiff Charlot brings this action individually and on behalf of all current and  
2 former non-exempt call-center employees (hereinafter “Plaintiff and the Putative Class  
3 Members”) who worked for Ascenda USA, Inc. d/b/a 24-7 InTouch (hereinafter  
4 “Defendant” or “24-7 InTouch”), at any time from January 21, 2016 through the final  
5 disposition of this matter, to recover compensation, liquidated damages, and attorneys’ fees  
6 and costs, pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*  
7  
8

9  
10 **I.**  
**OVERVIEW**

11 1. This is a collective action to recover overtime wages and liquidated damages  
12 brought pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*

13 2. Plaintiff and the Putative Class Members are those similarly situated persons  
14 who have worked for 24-7 InTouch in its call centers at any time from January 21, 2016  
15 through the final disposition of this matter and have not been paid for all hours worked in  
16 violation of federal law.

17 3. Specifically, 24-7 InTouch has enforced a uniform company-wide policy  
18 wherein it improperly required (and continues to require) its non-exempt hourly call-center  
19 employees—Plaintiff and the Putative Class Members—to perform work off-the-clock and  
20 without pay, and also failed to pay its employees overtime until their hours exceeded fifty  
21 (50) per workweek.  
22

23 4. 24-7 InTouch’s illegal company-wide policy has caused Plaintiff and the  
24 Putative Class Members to have hours worked that were not compensated and further  
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1 created a miscalculation of their regular rate(s) of pay for purposes of calculating their  
2 overtime compensation each workweek.

3 5. Although Plaintiff and the Putative Class Members routinely worked in  
4 excess of forty (40) hours per workweek, Plaintiff and the Putative Class Members have  
5 not been paid overtime of at least one and one-half their regular rates for all hours worked  
6 in excess of forty (40) hours per workweek.  
7

8 6. 24-7 InTouch knowingly and deliberately failed to compensate Plaintiff and  
9 the Putative Class Members for all hours worked and the proper amount of overtime each  
10 workweek on a routine and regular basis during the relevant time period.  
11

12 7. Plaintiff and the Putative Class Members did not and currently do not  
13 perform work that meets the definition of exempt work under the FLSA.  
14

15 8. Plaintiff and the Putative Class Members seek to recover all unpaid overtime,  
16 liquidated damages, and other damages owed under the FLSA as a collective action  
17 pursuant to 29 U.S.C. § 216(b).  
18

19 9. Plaintiff prays that all similarly situated workers (Putative Class Members)  
20 be notified of the pendency of this action to apprise them of their rights and provide them  
21 an opportunity to opt-in to this lawsuit.  
22

23 **II.**  
24 **THE PARTIES**

25 10. Plaintiff Samantha Charlot (“Charlot”) was employed by 24-7 InTouch  
26 within the relevant time period. Plaintiff Charlot did not receive compensation for all hours  
27  
28

1 worked or the correct amount of overtime compensation for all hours worked in excess of  
2 forty (40) hours per workweek.<sup>1</sup>

3 11. The Putative Class Members are those current and former call-center  
4 employees who were employed by 24-7 InTouch at any time from January 21, 2016  
5 through the final disposition of this matter, and have been subjected to the same illegal pay  
6 system under which Plaintiff Charlot worked and was paid.  
7

8 12. Defendant, Ascenda USA, Inc. d/b/a 24-7 InTouch (“24-7 InTouch”) is a for-  
9 profit corporation whose corporate headquarters are located in Aurora, Colorado. 24-7  
10 InTouch may be served through its registered agent for service of process: CT Corporation  
11 System, 3800 N Central Ave Suite 460, Phoenix, Arizona 85012.  
12  
13

14 **III.**  
15 **JURISDICTION AND VENUE**

16 13. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C.  
17 § 1331 as this is an action arising under 29 U.S.C. §§ 201–19.

18 14. This Court has personal jurisdiction over 24-7 InTouch because the cause of  
19 action arose within this District as a result of 24-7 InTouch’s conduct within this District.  
20

21 15. Venue is proper in the District of Arizona because this is a judicial district  
22 where a substantial part of the events or omissions giving rise to the claim occurred.  
23 Specifically, 24-7 InTouch has maintained a working presence throughout this District, and  
24 Plaintiff Charlot performed work for 24-7 InTouch in this District.  
25  
26  
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<sup>1</sup> The written consent of Samantha Charlot is hereby attached as Exhibit “A.”

1 16. Venue is proper in this this District pursuant to 28 U.S.C. § 1391.

2 **IV.**  
3 **ADDITIONAL FACTS**

4 17. 24-7 InTouch operates customer service call centers throughout the United  
5 States and claims to be “consistently recognized as an award-winning global outsourcer.”<sup>2</sup>

6  
7 18. Plaintiff and the Putative Class Members’ job duties consisted of answering  
8 phone calls made by 24-7 InTouch’s clients’ customers, answering those customers’  
9 inquiries, troubleshooting on behalf of those customers, and generally assisting those  
10 customers.

11  
12 19. Plaintiff Charlot was employed by 24-7 InTouch in customer service in  
13 Mesa, Arizona from approximately January 2015 until September 2017.

14 20. Plaintiff and the Putative Class Members are non-exempt employees that  
15 were (and continue to be) paid by the hour.

16  
17 21. Plaintiff and the Putative Class Members typically worked approximately  
18 forty (40) “on-the-clock” hours per week.

19  
20 22. In addition to their forty (40) “on-the-clock” hours, Plaintiff and the Putative  
21 Class Members often worked up to three (3) hours “off-the-clock” per week and have not  
22 been compensated for that time.

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<sup>2</sup> <https://24-7intouch.com/what-we-do/>

1           23. Plaintiff and the Putative Class Members have not been compensated for all  
2 the hours they worked for 24-7 InTouch as a result of 24-7 InTouch's corporate policy and  
3 practice requiring all of its call-center employees to be ready to take their first phone call  
4 the moment their official shift starts.  
5

6           24. Specifically, Plaintiff and the Putative Class Members were (and are)  
7 required to log-in to their computer, open multiple different 24-7 InTouch computer  
8 programs, log-in to each 24-7 InTouch program, and ensure that each 24-7 InTouch  
9 program is running correctly, all of which can take up to thirty (30) minutes to have ready  
10 before they were (and are) able to take their first phone call, which comes in as soon as  
11 their official shift starts.  
12

13           25. During this start-up time, Plaintiff and the Putative Class Members were not  
14 compensated although they were (and are) expected to have completed this process in  
15 advance of their official start time(s).  
16

17           26. In addition, 24-7 InTouch failed to pay Plaintiff and the Putative Class  
18 Members any overtime compensation unless and until their weekly hours exceeded fifty  
19 (50).  
20

21           27. Further, when calculating Plaintiff and the Putative Class Members' hours  
22 worked each pay period, 24-7 InTouch deducted (and continue to deduct) time from  
23 Plaintiff and the Putative Class Members' daily on-the-clock hours in violation of the  
24 FLSA.  
25

26           28. In other words, each time Plaintiff and the Putative Class Members' hours  
27 worked exceeded their scheduled hours, such as when Plaintiff and the Putative Class  
28

1 Members clocked in before the beginning of their scheduled shift or clocked out after the  
2 end of their scheduled shift, Defendant deducted (and continue to deduct) hours from  
3 Plaintiff and Putative Class Members' total hours worked.  
4

5 29. 24-7 InTouch intentionally deducted hours worked from Plaintiff and the  
6 Putative Class Members in order to not pay the full and correct amount of overtime.

7 30. Defendant's systematic deduction of any pre-shift or post-shift time from  
8 Plaintiff and the Putative Class Members' hours worked, which is commonly referred to as  
9 "time-shaving," resulted (and continues to result) in Plaintiff and the Putative Class  
10 Members' working hours for which they were (and are) not compensated in violation of  
11 the FLSA.  
12

13 31. As a result of 24-7 InTouch's company-wide policy and practice of requiring  
14 Plaintiff and the Putative Class Members to perform their computer start-up tasks before  
15 their shifts begin, not paying them overtime unless and until their weekly hours exceeded  
16 fifty (50), and intentionally deducting their hours—Plaintiff and the Putative Class  
17 Members have not been compensated for all hours worked, including all worked in excess  
18 of forty (40) in a workweek at the rates required by the FLSA.  
19

20 32. 24-7 InTouch has employed other individuals who perform(ed) the same or  
21 similar job duties under the same pay provisions as Plaintiff.  
22

23 33. 24-7 InTouch is aware of its obligation to pay for all hours worked and to  
24 pay the proper amount of overtime for all hours worked over forty (40) each week, but has  
25 failed to do so.  
26  
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1 employees handling, selling, or otherwise working on goods or materials that have been  
2 moved in or produced for commerce by any person, or in any closely related process or  
3 occupation directly essential to the production thereof, and in that those enterprises have  
4 had, and have, an annual gross volume of sales made or business done of not less than  
5 \$500,000.00 (exclusive of excise taxes at the retail level which are separately stated).  
6

7 40. During the respective periods of Plaintiff and the FLSA Collective Members'  
8 employment by 24-7 InTouch, these individuals provided services for 24-7 InTouch that  
9 involved interstate commerce for purposes of the FLSA.  
10

11 41. In performing the operations hereinabove described, Plaintiff and the FLSA  
12 Collective Members were engaged in commerce or in the production of goods for  
13 commerce within the meaning of §§ 203(b), 203(i), 203(j), 206(a), and 207(a) of the FLSA.  
14 29 U.S.C. §§ 203(b), 203(i), 203(j), 206(a), 207(a).  
15

16 42. Specifically, Plaintiff and the FLSA Collective Members have been non-  
17 exempt employees of 24-7 InTouch who assisted customers who live throughout the United  
18 States. 29 U.S.C. § 203(j).  
19

20 43. At all times hereinafter mentioned, Plaintiff and the FLSA Collective  
21 Members are (or were) individual employees who were engaged in commerce or in the  
22 production of goods for commerce as required by 29 U.S.C. §§ 206–07.  
23

24 44. The proposed collective of similarly situated employees, i.e. putative  
25 collective members sought to be certified pursuant to 29 U.S.C. § 216(b), is defined in  
26 Paragraph 36.  
27  
28

1           45.    The precise size and identity of the proposed class should be ascertainable  
2 from the business records, tax records, and/or employee or personnel records of 24-7  
3 InTouch.  
4

5    **B.    FAILURE TO PAY WAGES AND OVERTIME UNDER THE FLSA**

6           46.    24-7 InTouch violated provisions of Sections 6, 7 and 15 of the FLSA, 29  
7 U.S.C. §§ 207, and 215(a)(2) by employing individuals in an enterprise engaged in  
8 commerce or in the production of goods for commerce within the meaning of the FLSA  
9 for workweeks longer than forty (40) hours without compensating such non-exempt  
10 employees for hours worked in excess of forty (40) hours per week at rates at least one and  
11 one-half times the regular rates for which they were employed.  
12

13           47.    Moreover, 24-7 InTouch knowingly, willfully and in reckless disregard  
14 carried out its illegal pattern of failing to pay Plaintiff and other similarly situated  
15 employees overtime compensation. 29 U.S.C. § 255(a).  
16

17           48.    24-7 InTouch knew or should have known its pay practices were in violation  
18 of the FLSA.  
19

20           49.    24-7 InTouch is a sophisticated party and employer, and therefore knew (or  
21 should have known) its policies were in violation of the FLSA.  
22

23           50.    Plaintiff and the FLSA Collective Members, on the other hand, are (and  
24 were) unsophisticated laborers who trusted 24-7 InTouch to pay overtime in accordance  
25 with the law.  
26

27           51.    The decision and practice by 24-7 InTouch to not pay overtime was neither  
28 reasonable nor in good faith.

1           52.     Accordingly, Plaintiff and the FLSA Collective Members are entitled to  
2 overtime wages for all hours worked in excess of forty (40) in a workweek pursuant to the  
3 FLSA in an amount equal to one-and-a-half times their regular rate of pay, plus liquidated  
4 damages, attorneys' fees and costs.  
5

6     **C.     COLLECTIVE ACTION ALLEGATIONS**

7           53.     All previous paragraphs are incorporated as though fully set forth herein.  
8

9           54.     Pursuant to 29 U.S.C. § 216(b), this collective claim is made on behalf of all  
10 of 24-7 InTouch's employees who have been similarly situated to Plaintiff with regard to  
11 the work they performed and the manner in which they have not been paid.

12           55.     Other similarly situated employees have been victimized by 24-7 InTouch's  
13 patterns, practices, and policies, which are in willful violation of the FLSA.  
14

15           56.     The FLSA Collective Members are defined in Paragraph 36.

16           57.     24-7 InTouch's failure to pay Plaintiff and the FLSA Collective Members  
17 for all hours worked and overtime compensation at the rates required from the FLSA,  
18 results from generally applicable policies and practices of 24-7 InTouch and does not  
19 depend on the personal circumstances of Plaintiff or the individual FLSA Collective  
20 Members.  
21

22           58.     Thus, Plaintiff's experiences are typical of the experiences of the FLSA  
23 Collective Members.  
24

25           59.     The specific job titles or precise job requirements of the various FLSA  
26 Collective Members does not prevent collective treatment.  
27  
28



1           b.       For an Order approving the form and content of a notice to be sent to all  
2 putative FLSA Collective Members advising them of the pendency of this litigation and of  
3 their rights with respect thereto;

4  
5           c.       For an Order awarding Plaintiff (and those FLSA Collective Members who  
6 have joined in the suit) back wages that have been improperly withheld;

7           d.       For an Order pursuant to Section 16(b) of the FLSA finding 24-7 InTouch  
8 liable for unpaid back wages due to Plaintiff (and those FLSA Collective Members who  
9 have joined in the suit), for liquidated damages equal in amount to the unpaid compensation  
10 found due to Plaintiff (and those FLSA Collective Members who have joined in the suit);

11           e.       For an Order awarding the costs and expenses of this action;

12           f.       For an Order awarding attorneys' fees;

13           g.       For an Order awarding pre-judgment, post-judgment and moratory interest  
14 at the highest rates allowed by law;

15           h.       For an Order awarding Plaintiff Charlot a service award as permitted by law;

16           i.       For an Order compelling the accounting of the books and records of 24-7  
17 InTouch, at 24-7 InTouch's own expense;

18           j.       For an Order granting such other and further relief as may be necessary and  
19 appropriate.

20 DATED this 21st day of January, 2019.

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LUBIN & ENOCH, P.C.  
ANDERSON ALEXANDER, PLLC

By: /s/ Nicholas J. Enoch  
Nicholas J. Enoch

Attorney for Plaintiff and the Putative Class  
Members

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury  
on all questions raised by the foregoing complaint.

DATED this 21st day of January, 2019.

LUBIN & ENOCH, P.C.  
ANDERSON ALEXANDER, PLLC

By: /s/ Nicholas J. Enoch  
Nicholas J. Enoch

Attorney for Plaintiff and the Putative Class  
Members

**CERTIFICATE OF SERVICE**

I hereby certify that on the 21st day of January 2019, I electronically transmitted the  
attached Complaint and Jury Demand to the Clerk's Office using the ECF System for filing.

/s/ Stacey L. Lucas

JS 44 (Rev. 06/17)

**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.)

**I. (a) PLAINTIFFS**

Samantha Charlot, Individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Maricopa  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Nicholas J. Enoch, Esq.; Lubin & Enoch, P.C.; 349 N. Fourth Avenue; Phoenix, Arizona 85003; 602-234-0008

**DEFENDANTS**

Ascenda USA, Inc., dba 24-7 InTouch

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" 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)

Click here for: Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<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 - Product Liability</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"/> 835 Patent - Abbreviated New Drug Application <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/DIWW (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"/> 376 Qui Tam (31 USC 3729(a)) <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<b>Habeas Corpus:</b> <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 <b>Other:</b> <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 - Transfer
- 8 Multidistrict Litigation - Direct File

**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. Sections 201, et seq.


Brief description of cause:  
Collective action to recover overtime wages and liquidated damages

**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: 01/21/2019 SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY: RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

# EXHIBIT A

CONSENT TO JOIN WAGE CLAIM

Print Name: Samantha Charlot

1. I hereby consent to participate in a collective action lawsuit against **ASCENDA USA, INC. D/B/A 24-7 INTOUCH** to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firm and attorneys at **ANDERSON ALEXANDER, PLLC** as my attorneys to prosecute my wage claims.
4. I intend to pursue my claim individually, unless and until the Court certifies this case as a collective action. I agree to serve as the Class Representative if the Court so approves. If someone else serves as the Class Representative, then I designate the Class Representative(s) as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.
5. I authorize the law firm and attorneys at **ANDERSON ALEXANDER, PLLC** to use this consent to file my claim in a separate lawsuit, class/collective action, or arbitration against the company.

Signature:  Samantha Charlot (Jan 16, 2019)

Date: Jan 16, 2019

# ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)

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