

YEN PILCH ROBAINA & KRESIN PLC

6017 N. 15th Street
Phoenix, Arizona 85014
Telephone: (602) 682-6450
Ty D. Frankel (027179)
TDF@yprklaw.com

YEN PILCH ROBAINA & KRESIN PLC

9655 Granite Ridge Drive, Suite 200
San Diego, California 92123
Telephone: (619) 756-7748
Patricia N. Syverson (020191)
PNS@yprklaw.com

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Julie Glover, on behalf of herself and all
those similarly situated,

Plaintiff,

v.

Carvana, LLC, an Arizona limited liability
company,

Defendant.

Case No.:

**COLLECTIVE ACTION AND
CLASS ACTION COMPLAINT**

[JURY TRIAL DEMANDED]

Plaintiff Julie Glover (“Plaintiff”), individually and on behalf of all others similarly
situated, for her Complaint against Defendant Carvana, LLC (“Carvana” or “Defendant”)
alleges as follows:

I. NATURE OF THE CASE

1. Plaintiff, on behalf of herself and all those similarly situated, brings this action
against Carvana for its failure to pay her all wages due, including regular time and overtime,
in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”) and Arizona
wage law, A.R.S. § 23-350 *et seq.* (“Arizona Wage Statute”).

1 2. This action is brought as a collective action pursuant to 29 U.S.C. § 216(b) to
2 recover unpaid overtime compensation, liquidated damages, statutory penalties, and
3 damages owed to Plaintiff and all others similarly situated. For collective action purposes,
4 the proposed class consists of:

5 **All current and former Verification Advocates who were**
6 **employed by Carvana within the last three years prior to the**
7 **filing of this Complaint.**

8 3. This lawsuit is also brought as a class action under Federal Rule of Civil
9 Procedure 23, to recover unpaid wages and statutory damages resulting from Carvana’s
10 violations of the Arizona Wage Statute. For class action purposes, the proposed Class
11 consists of:

12 **All current and former Verification Advocates employed by**
13 **Carvana in Arizona from September 29, 2019 to the present.**

14 4. For at least three (3) years prior to the filing of this action (the “Liability
15 Period”), Carvana had and continues to have a consistent policy and practice of suffering or
16 permitting employees who worked as Verification Advocates, including Plaintiff, to work
17 more than forty (40) hours per week, without paying them proper overtime compensation
18 and wages due as required by federal and state wage and hour laws. Plaintiff seeks to
19 recover unpaid overtime compensation, including interest thereon, statutory penalties,
20 reasonable attorneys’ fees, and litigation costs on behalf of herself and all similarly situated
21 current and former Verification Advocates. Plaintiff and all similarly situated current and
22 former Verification Advocates who may opt-in pursuant to 29 U.S.C. § 216(b) also seek
23 liquidated damages.

24 5. Plaintiff intends to request the Court authorize notice to all similarly situated
25 persons informing them of the pendency of the action and their right to “opt-in” to this
26 lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking overtime compensation
27 and liquidated damages under federal law.

1 26. As a Verification Advocate, Plaintiff handled customer calls related to
2 underwriting and other questions regarding purchasing a vehicle from Carvana.
3 Verification Advocates interact with customers on the phone, assist with compliance
4 with underwriting policies and the “constant changes in policies and procedures”
5 specifically identified as an important aspect of the job in Carvana’s job listing for the
6 position. The Verification Advocates help customers select vehicles, explain financial
7 terms, guide customers through the verification process, resolve account issues, review
8 underwriting requirements with customers, and collaborate with other Carvana departments
9 to assist customers with titles/registration and financial operations.

10 27. Given the ever-changing requirements associated with underwriting,
11 Verification Advocates like Plaintiff were expected to review materials from Carvana
12 regarding the latest underwriting regulations and policies, to ensure they are providing
13 customers the up-to-date information needed to assist with their vehicle purchase and
14 underwriting immediately when they speak with the customers.

15 28. As a result of the requirement to be ready to work immediately when their
16 shifts start because inbound customer calls begin when their shift is scheduled to start,
17 Verification Advocates like Plaintiff are required to perform work off the clock before they
18 are clocked in at the start of their shifts.

19 29. During a typical week, Plaintiff was schedule to and did work from 11 am to
20 7:30 pm on Tuesday, Wednesday, Thursday, Friday, and Sunday with an unpaid half hour
21 lunch every day.

22 30. Plaintiff’s pay stubs do not reflect the amount of time she actually worked,
23 resulting in unpaid overtime and regular time because Carvana required her to work off the
24 clock on a daily basis to complete her job duties.

25 31. To carry out, effectuate, and complete her assigned work tasks, Plaintiff and
26 Defendants’ other Verification Advocates are required to use multiple computer programs,
27 software programs, servers, and applications, while performing their job duties. They are
28

1 also required to review numerous materials related to the substance of the underwriting calls
2 they take throughout the day. These responsibilities are an integral part of their work as
3 Verification Advocates because they cannot perform their jobs without them.

4 32. As a result, prior to the start of every shift during her typical week of
5 employment, Plaintiff had to work from 30 to 40 minutes off the clock to be prepared to
6 take inbound customer calls immediately when the start of her shift was scheduled to begin.

7 33. During that 30 to 40 minutes Plaintiff was required to work off the clock prior
8 to a typical shift, Plaintiff had to review the Alvaria scheduling system to know what
9 timeline she was required to follow to complete her job duties for that day and read Slack
10 messages and email with updates about underwriting requirements and profit changes that
11 she had to communicate to customers.

12 34. Management provided Verification Advocates like Plaintiff with updates
13 regarding the underwriting requirements to be communicated to customers and process
14 changes that frequently occurred in how they were expected to perform their job.

15 35. Verification Associates like Plaintiff were expected to be prepared to take
16 inbound calls from customers immediately when the start of their shift began, requiring
17 them to review their schedules and update materials before they were clocked in so they
18 could be ready to work when the calls started.

19 36. Plaintiff was routinely required to work off the clock, although her pay
20 statements fail to account for all the hours she worked off the clock in addition to her
21 scheduled time.

22 37. Carvana failed to pay Plaintiff and the other Verification Advocates for off-
23 the-clock work performed prior to the beginning of their scheduled shifts.

24 38. Carvana failed to properly pay Plaintiff and the Verification Advocates all the
25 overtime wages they are due, despite recognizing that the Verification Advocates are
26 entitled to overtime and paying them for some but not all of the overtime they were required
27 to work.

28

1 39. For example, on a typical day, Plaintiff was required to work between 30 and
2 40 minutes off the clock starting Carvana's systems, reviewing her schedule for the day,
3 and analyzing updates related to underwriting procedures and policies.

4 40. Plaintiff complained to her manager about having to work when she was not
5 clocked in, and her manager responded that she was expected to review the information and
6 be prepared at the start of her shift or risk being placed on a performance improvement plan.

7 41. As a result of these job duties required to be completed off the clock, Plaintiff
8 and the Verification Advocates typically worked two and a half to three hours off the clock
9 during their typical week. This resulted in unpaid overtime when these hours worked off
10 the clock are added to the regular forty hours that Plaintiff and the Verification Advocates
11 were required to work each week.

12 42. For example, for the pay period beginning on April 19, 2021 and ending on
13 May 2, 2021, Plaintiff was paid \$18 per hour for 80 hours and \$27 per hour for 6.35 hours
14 of overtime. However, the overtime Plaintiff was paid for constituted voluntary overtime,
15 and it did not include any of the hours Plaintiff was required to work off the clock before
16 her shift to prepare to take calls. During the typical week, Plaintiff worked between two
17 and a half to three hours off the clock, meaning that she was due that additional time for
18 hours that she worked. Plaintiff's pay statement indicates that she worked the full 40 hours
19 per week during this two week pay period, meaning that the approximate six hours she
20 worked off the clock over the course of this two week period should have been paid as
21 overtime. However, Plaintiff was not paid for that time resulting in unpaid overtime in
22 violation of the FLSA.

23 43. This example is indicative of how the off the clock work resulted in unpaid
24 overtime during the typical week throughout Plaintiff's employment at Carvana.

25 44. In addition, in weeks when Plaintiff and the Verification Advocates worked
26 under forty hours, they would be due regular wages for time worked off the clock.

27

28

1 45. For example, during the pay period of October 18, 2021 to November 5, 2021,
2 Plaintiff used personal time off for 32 hours. As a result, she worked less than her typical
3 40 hours per week. When she was working, she was still required to complete the
4 approximately thirty to forty minutes of off the clock work per day prior to the start of her
5 shift. This resulted in unpaid regular time up to forty hours per week during this pay period,
6 since Plaintiff did not work her usual forty hour schedule.

7 46. This example is indicative of how off the clock work resulted in unpaid
8 regular wages during Plaintiff's employment at Carvana.

9 47. Carvana's failure to pay wages resulted in part because it failed to maintain
10 accurate records of its Verification Advocates' time and payroll in violation of the FLSA,
11 including records sufficient to accurately determine the wages and hours of employment for
12 Plaintiff and the similarly situated Verification Advocates.

13 48. Carvana's failure to maintain accurate payroll records resulted in Plaintiff and
14 the similarly situated Verification Advocates not receiving wages for time that they worked.

15 49. Plaintiff routinely worked in excess of forty (40) hours per week as part of her
16 regular schedule as a Verification Advocate, including many hours for which she was
17 required to work off the clock.

18 50. Despite having worked numerous hours of overtime, Plaintiff was not paid
19 proper overtime wages at a rate of one and one-half times her regular rate of pay for hours
20 worked over forty in a work week.

21 51. Carvana also failed to timely pay Plaintiff all the wages that she was due in
22 violation of the Arizona Wage Statute, including overtime and regular time for hours
23 worked off the clock.

24 52. Plaintiff's duties, hours and compensation are indicative of the similarly
25 situated Verification Advocates.

26 53. Plaintiff recalls team meetings with other Verification Advocates and
27 management, during which management told them that they had to review and become
28

1 knowledgeable about the underwriting updates on their own time when they were not
2 clocked in.

3 54. Carvana's improper policies and compensation practices applied to Plaintiff
4 and all similarly situated Verification Advocates she intends to represent.

5 55. All the Verification Advocates are uniformly subject to the same unlawful
6 compensation practices that Plaintiff was subject to during her employment at Carvana.

7 **V. COLLECTIVE ACTION ALLEGATIONS**

8 56. Plaintiff brings her claim under the FLSA, 29 U.S.C. § 201 *et seq.*, as a
9 collective action. Plaintiff brings this action on behalf of herself and others similarly
10 situated, properly defined in paragraph 2 above.

11 57. Carvana's illegal overtime wage practices were widespread with respect to
12 the proposed Collective. The failure to pay proper overtime was not the result of random
13 or isolated individual management decisions or practices.

14 58. Carvana's overtime wage practices were routine and consistent. Throughout
15 the Liability Period, Verification Advocates regularly were not paid the proper overtime
16 wage despite working in excess of forty hours per week.

17 59. Other Verification Advocates performed the same or similar job duties as
18 Plaintiff. Moreover, these Verification Advocates regularly worked more than forty hours
19 in a workweek. Accordingly, the Verification Advocates victimized by Carvana's unlawful
20 pattern and practices are similarly situated to Plaintiff in terms of employment and pay
21 provisions.

22 60. Carvana's failure to pay overtime compensation at the rates required by the
23 FLSA result from generally applicable policies or practices and do not depend on the
24 personal circumstances of the members of the collective action. Thus, Plaintiff's experience
25 is typical of the experience of the others employed by Carvana.

26 61. All Verification Advocates, including Plaintiff, regardless of their precise job
27 requirements or rates of pay, are entitled to overtime compensation for hours worked in
28

1 excess of forty (40). Although the issue of damages may be individual in character, there
2 is no detraction from the common nucleus of facts pertaining to liability.

3 **VI. CLASS ACTION ALLEGATIONS**

4 62. The state law claim under the Arizona Wage Statute is brought as a class
5 action under Federal Rules of Civil Procedure 23(a) and (b)(3). The Class is defined in
6 paragraph 3 above.

7 63. Throughout the relevant time period, Carvana has employed hundreds of
8 Verification Advocates in Arizona. The Class is therefore so numerous that joinder of all
9 members is impracticable. Members of the Class can readily be identified from business
10 records maintained by Carvana.

11 64. Proof of Carvana's liability under the Arizona Wage Statute involves factual
12 and legal questions common to the Class. Whether Defendants paid Class members the
13 proper wages due in accordance with A.R.S. §§ 23-351, 23-353, 23-355 is a question
14 common to all Class members, including whether they were paid all the regular and
15 overtime wages they had earned.

16 65. Like Plaintiff, all Class members worked without being paid statutorily
17 required wages. Plaintiff's claim is therefore typical of the claims of the Class.

18 66. Plaintiff has no interest antagonistic to those of other Class members and has
19 retained attorneys who are knowledgeable in wage and hour and class action litigation. The
20 interests of Class members are therefore fairly and adequately protected.

21 67. This action is maintainable as a class action under Rule 23(b)(3) because
22 questions of law or fact common to the Class predominate over any questions affecting only
23 individual members.

24 68. In addition, a class action is superior to other available methods for the fair
25 and efficient adjudication of the controversy. Because the damages suffered by individual
26 Class members may be relatively small, the expense and burden of individual litigation
27 makes it difficult for members of the Class to individually redress the wrongs done to them.

28

1 76. Plaintiff and the Verification Advocates are entitled to statutory remedies
2 provided pursuant to 29 U.S.C. § 216(b), including but not limited to liquidated damages
3 and attorneys' fees and costs.

4 **VIII. COUNT TWO**

5 **(Failure to Pay Timely Wages Due - Arizona Wage Statute –**
6 **A.R.S. § 23-350 *et seq.*)**

7 77. Plaintiff incorporates by reference all of the above allegations as though fully
8 set forth herein.

9 78. Carvana was aware of its obligation to pay timely wages pursuant to A.R.S. §
10 23-351.

11 79. Carvana was aware that, under A.R.S. §§ 23-351-353, it was obligated to pay
12 all wages due to Plaintiff and the Verification Advocates.

13 80. Carvana failed to timely pay Plaintiff and the Verification Advocates wages
14 they were due without a good faith basis for withholding the wages.

15 81. Carvana has willfully failed and refused to timely pay wages due to Plaintiff
16 and the Verification Advocates.

17 82. As a result of Carvana's unlawful acts, Plaintiff and the Verification
18 Advocates are entitled to the statutory remedies provided pursuant to A.R.S. § 23-355.

19 **IX. REQUESTED RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
21 prays:

22 A. For the Court to order Carvana to provide to Plaintiff's counsel a list of the
23 names, cell phone numbers, email addresses, and addresses of all current and former
24 Verification Advocates who worked in Arizona for the past three years;

25 B. For the Court to authorize Plaintiff's counsel to issue notice at the earliest
26 possible time to all current and former Verification Advocates who worked in Arizona in
27 the past three years immediately preceding this Complaint, informing them that this action

28

1 has been filed and the nature of the action, and of their right to opt-in to this lawsuit pursuant
2 to the FLSA;

3 C. For the Court to certify the State law claim as a class action under Fed. R. Civ.
4 P. 23;

5 D. For the Court to declare and find that Carvana committed one or more of the
6 following acts:

7 i. violated overtime provisions of the FLSA, 29 U.S.C. § 207, by failing
8 to pay overtime wages to Plaintiff and persons similarly situated who opt-in to this action;

9 ii. willfully violated overtime provisions of the FLSA, 29 U.S.C. § 207;

10 iii. willfully violated the Arizona Wage Statute by failing to timely pay all
11 wages due to Plaintiff;

12 E. For the Court to award compensatory damages, including liquidated damages
13 pursuant to 29 U.S.C. § 216(b) and/or treble damages pursuant to A.R.S. § 23-355, to be
14 determined at trial;

15 F. For the Court to award interest on all compensation due accruing from the
16 date such amounts were due;

17 G. For the Court to award such other monetary, injunctive, equitable, and
18 declaratory relief as the Court deems just and proper;

19 H. For the Court to award restitution;

20 I. For the Court to award Plaintiff's reasonable attorneys' fees and costs;

21 J. For the Court to award pre- and post-judgment interest;

22 K. For the Court to award Plaintiff's resulting consequential damages, in an
23 amount to be proven at trial; and

24 L. For such other relief as the Court deems just and proper.

25 **X. DEMAND FOR JURY TRIAL**

26 83. Plaintiff, on behalf of herself and all others similarly situated, hereby demands
27 trial of her claims by a jury to the extent authorized by law.

28

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

DATED: September 29, 2022

YEN PILCH ROBAINA & KRESIN PLC
By: s/ Ty D. Frankel
Ty D. Frankel
6017 N. 15th Street
Phoenix, Arizona 85014

YEN PILCH ROBAINA & KRESIN PLC
Patricia N. Syverson
9655 Granite Ridge Drive, Suite 200
San Diego, California 92123

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Julie Glover

Defendant(s): Carvana, LLC

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Ty D. Frankel
Yen Pilch Robaina & Kresin PLC
6017 N. 15th Street
Phoenix, Arizona 85014
6026826450**

**Patricia N. Syverson
Yen Pilch Robaina & Kresin PLC
9655 Granite Ridge Drive, Ste. 200
San Diego, California 92123
6197984593**

II. Basis of Jurisdiction:

3. Federal Question (U.S. not a party)

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- N/A
Defendant:- N/A

IV. Origin :

1. Original Proceeding

V. Nature of Suit:

710 Fair Labor Standards Act

VI. Cause of Action:

FLSA – 29 U.S.C. § 207 et seq. (Failure to Properly Pay Overtime Wages and Record Keeping Violations); Arizona Wage Statute – A.R.S. § 23-350 et seq. (Failure to Pay Timely Wages Due)

VII. Requested in Complaint

Class Action: **Yes**

Dollar Demand:

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: s/ Ty D. Frankel

Date: 09/29/2022

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

EXHIBIT A

1 **YEN PILCH ROBAINA & KRESIN PLC**
6017 N. 15th Street
2 Phoenix, Arizona 85014
Telephone: (602) 682-6450
3 Ty D. Frankel (027179)
TDF@yprklaw.com

4 **YEN PILCH ROBAINA & KRESIN PLC**
9655 Granite Ridge Drive, Suite 200
5 San Diego, California 92123
6 Telephone: (619) 756-7748
Patricia N. Syverson (020191)
7 PNS@yprklaw.com

8 **IN THE UNITED STATES DISTRICT COURT**
9 **DISTRICT OF ARIZONA**

10 Julie Glover, on behalf of herself and all
11 those similarly situated,

12 Plaintiff,

13 v.

14 Carvana, LLC,

15 Defendant.
16

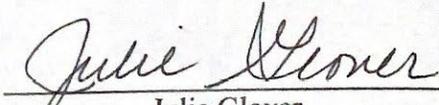
Case No.

**CONSENT TO BE NAMED
PLAINTIFF AND OPT IN TO
LAWSUIT**

17
18 I, Julie Glover, pursuant to 29 U.S.C. §§ 216(b) and 256, file this consent to opt in
19 to this lawsuit. I was an employee who worked as a Verification Advocate for Defendant
20 within the prior three years. During my employment with Defendant, I was not paid wages
21 statutorily required by the Fair Labor Standards Act for hours that I worked.

22 I consent to opt in to this lawsuit and authorize counsel of record to pursue this
23 lawsuit on my behalf, along with all those similarly situated employees of Defendant who
24 I agree to represent. I consent to be the Named Plaintiff in this lawsuit and specifically
25 authorize counsel of record to file suit on my behalf and on behalf of all those similarly
26 situated.

27 Dated: 09-29-2022


Julie Glover

28

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Carvana Owes Verification Advocates Unpaid Wages for Off-the-Clock Work, Lawsuit Alleges](#)
