

II. PARTIES, JURISDICTION, VENUE

6. Plaintiff, Richard McVey, is an adult individual domiciled at the above-captioned address.

7. Defendant UPS is a Georgia corporation with its principal place of business at the above-captioned address. The location of Plaintiff's employment is West Chester, Pennsylvania.

8. This Court has federal question jurisdiction over the FLSA claims.

9. Venue is appropriate because the acts or omissions that give rise to this suit occurred at the West Cheshier Hub, 1200 Ward Ave. West Chester, Chester County, Pennsylvania 19380.

III. FACTS

10. In or about June 2018, Plaintiff was hired by UPS.

11. In or about February 2019, Plaintiff was promoted to Part-Time Supervisor.

12. In or about November 2020, Plaintiff began performing the duties of Specialist. However, he was not officially promoted to Specialist until in or about May 2021.

13. During this time, Plaintiff was supervised by Jesse Quave.

14. Shortly after Plaintiff's official promotion, Quave told Plaintiff the number of hours Plaintiff was allowed to put down on his time sheets each day, even though he instructed Plaintiff to work more hours. Quave stated the payable hours worked were based on the number of hours allocated by UPS for employees to perform certain duties.

15. Quave made several misrepresentations to Plaintiff to induce Plaintiff to work without pay. By way of example, and in no way limiting the foregoing, Quave promised Plaintiff that he would receive extra days off for the unpaid overtime – this never happened. Quave told Plaintiff that working unpaid hours was how one got promoted in the company. Quave had induced Plaintiff to perform Specialist duties before his official promotion.

16. These conditions persisted throughout Plaintiff's tenure as Specialist and while being supervised by Quave. Plaintiff is prepared to identify, with his own documents and with additional information from UPS, hundreds of hours of unpaid overtime starting from at least August 17, 2021.

17. Plaintiff was given a reprieve from the unpaid work for a short time starting in or about February 2023 because Quave was replaced by Richard Barnett, Jr. as Plaintiff's supervisor. Barnett did not demand Plaintiff work unpaid time.

18. Barnett was the exception. Other supervisors, like Quave, demanded that specialists/supervisors at the West Chester Hub work unpaid hours, including unpaid overtime hours.

19. Because of this culture of forcing supervisors to work unpaid hours, and because he knew Barnett would not remain his supervisor for long, Plaintiff searched for replacement employment. In or about October 2023, Plaintiff found employment. However, because the new employment paid less than UPS, Plaintiff voluntarily accepted a demotion to Part-Time Supervisor. He remains in UPS at that role.

20. Defendant's conduct was knowing, willful, wanton, reckless, outrageous and/or objectively unreasonable.

21. As a direct and proximate result of Defendant's misconduct, Plaintiff suffered injury in an amount that may be reasonably calculated from Defendant's own records.

COUNT I FLSA

22. Repeats and realleges paragraphs 1-21 as if set forth at length herein.

23. The FLSA prohibits employers from employing any employee more than 40 hours in a workweek unless the employee is paid "not less than one and one-half times the regular rate at which he is compensated." 29 U.S.C. §207(a)(1).

24. Defendant's failure to pay Plaintiff one and a half times their regular rate when they worked more than 40 hours is in violation of the FLSA.

25. Plaintiff was not exempt from the FLSA.

26. Defendant's conduct was knowing, willful, wanton, reckless, outrageous and/or objectively unreasonable.

27. As a direct and proximate result of Defendant's FLSA violations, Plaintiff suffered injury in an amount that may be reasonably calculated from Defendant's own records.

WHEREFORE, Plaintiff, Richard McVey, demands judgment in his favor and against Defendant, United Parcel Service, for all relief available under the applicable laws, including but not limited to unpaid overtime wages, liquidated damages, attorney's fees, costs of suit, and such relief this Court deems just and proper.

TRIAL BY JURY DEMANDED

Respectfully submitted,

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/s/ Timothy P. Creech

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