

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

DARYL L. MOORMAN,
On his own behalf and on behalf of all
others similarly situated,

Plaintiff,

Case No.: 18-cv-820

v.

CHARTER COMMUNICATIONS, INC.,
CHARTER COMMUNICATIONS, LLC,
SPECTRUM MANAGEMENT HOLDING COMPANY, LLC,
TWC ADMINISTRATION, LLC

Defendants.

COLLECTIVE ACTION COMPLAINT

Plaintiff Daryl Moorman on behalf of himself and all others similarly situated, through his attorneys, Axley Brynerson, LLP and Gingras, Cates & Wachs, LLP, hereby files this Collective Action Complaint against Defendants Charter Communications, Inc., Charter Communications, LLC, Spectrum Management Holding Company, LLC and TWC Administration, LLC and alleges as follows:

NATURE OF THE CASE

1. This is a collective action for unpaid wages and overtime brought pursuant to the Fair Labor Standards Act (“FLSA”) 29 U.S.C. § 201 et seq.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over Plaintiff’s claim pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

3. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) and (2).

PARTIES

4. Plaintiff Daryl L. Moorman (“Moorman”) is a citizen of the United States and of the State of Tennessee.

5. Moorman is presently employed by Charter Communications, Inc., Charter Communications, LLC, Spectrum Management Holding Company, LLC and/or TWC Administration, LLC as a Field Technician IV.

6. Moorman began his employment with Charter Communications, Inc. and/or Charter Communications, LLC in October, 2005.

7. Moorman, and all others similarly situated, at all material times, were “employees” within the meaning of 29 U.S.C. § 203(e).

8. Moorman has consented in writing to be a party Plaintiff in this action and the written consent form required by 29 U.S.C. § 216(b) is attached to this Complaint as Exhibit A and incorporated herein by reference.

9. At all times relevant hereto, Charter Communications, Inc. was a foreign for profit corporation, registered, organized and formed in the State of Delaware that conducted business in the Western District of Wisconsin, as well as multiple other locations throughout the United States. Its registered agent in Wisconsin is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717.

10. At all times relevant hereto, Charter Communications, LLC was a foreign for profit corporation, registered, organized and formed in the State of Delaware that conducted business in the Western District of Wisconsin, as well as multiple other locations throughout the United States.

Its registered agent in Wisconsin is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717.

11. At all times relevant hereto, Spectrum Management Holding Company, LLC was, on information and belief, a foreign for profit corporation, registered, organized and formed in the State of Delaware that conducted business in the Western District of Wisconsin, as well as multiple other locations throughout the United States.

12. At all times relevant hereto, TWC Administration, LLC was a foreign for profit corporation, registered, organized and formed in the State of Delaware that conducted business in the Western District of Wisconsin, as well as multiple other locations throughout the United States.

13. In May, 2016, Charter Communications, Inc. announced that it had completed its acquisition of Time Warner Cable, Inc. and Bright House Networks, LLC, which acquisition was approved by the United States Federal Communications Commission.

14. On information and belief, at all times relevant hereto, Charter Communications, LLC, Spectrum Management Holding Company, LLC and TWC Administration, LLC (hereinafter, collectively, "Charter"), were "employers" within the meaning of 29 U.S.C. § 203(d).

15. At all times relevant hereto, Charter was an "enterprise" within the meaning of 29 U.S.C. § 203(r).

16. At all times relevant hereto, Charter was an "enterprise engaged in commerce or in the production of goods for commerce" within the meaning of 29 U.S.C. § 203(s)(1).

17. Charter offers services to consumers and businesses under different business (brand) names, including, but not limited to, Spectrum.

18. Charter provides services to more than 26 million residential and business customers in at least 41 states, including Wisconsin, and provides telecommunications services, including telephone, cable, and internet access services.

FACTS

19. Moorman, and all others similarly situated, are employed by Charter as technicians, whose job responsibilities include installation and service of telecommunication services, including telephone, cable, and internet services.

20. In order for Charter to sell and maintain its cable, television, and internet services, Charter employs approximately 10,000 individuals whose responsibility is to install, upgrade, troubleshoot, and maintain these services.

21. The individuals responsible for installing, upgrading, troubleshooting, and maintaining Charter's cable and internet services include a number of broadband and system technicians, including Moorman, and all others similarly situated.

22. Moorman, and all others similarly situated, are required to comply with Charter's policies, including policies regarding company vehicles. Such policies are identical and consistent across the United States.

23. Moorman, and all others similarly situated, are required by company policy and established practice to check their cellular telephones each workday to learn their initial job assignment and to use GPS, or some mapping technology, to determine the appropriate route to this first assignment.

24. Moorman, and all others similarly situated, do not receive any compensation for time spent on a daily basis checking their telephone or similar device and mapping routes to the first assignment of the day.

25. Moorman, and all others similarly situated, are required, at the end of each workday, to remove certain equipment from their Charter vehicle and to return the equipment to their Charter vehicle on the next workday and prior to driving to their first customer job of the day.

26. Technicians are not compensated for time spent removing or returning equipment to their company vehicle each workday.

27. Technicians are subject to discipline, up to termination, for failure to remove certain equipment from their vehicle daily and are subject to having to reimburse Charter for any loss of or damage to such equipment.

28. Moorman, and all others similarly situated, are assigned a company vehicle and are required to follow all Charter policies regarding company vehicles, including policies relating to daily vehicle inspections.

29. As part of the daily-required vehicle inspection, Moorman, and all others similarly situated, must perform a detailed inspection of the vehicle that includes, but is not limited to, inspection of ladders, lights, tires, oil, blinkers, and a complete walk around or “circle of safety” inspection of the vehicle.

30. Moorman, and all others similarly situated, are not compensated for time spent performing required vehicle inspections.

31. Moorman, and all others similarly situated, spend at least 15 minutes daily at the start of their shift performing those tasks set forth in the above paragraphs and receive no compensation for performing these required tasks.

32. The combined time need to perform the tasks set forth in the above paragraphs is more than *de minimis*.

33. It is Charter's policy that Moorman, and all others similarly situated, cannot clock in, for timekeeping purposes, until they arrive at the driveway of their first job of the day, unless there was a specific company obligation prior to the first job such as attending a required company meeting.

34. The tasks set forth above in the above paragraphs were required by Charter of Moorman, and all others similarly situated.

35. The tasks set forth above in the above paragraphs were performed for Charter's benefit.

36. Charter had knowledge that Moorman, and all others similarly situated, were performing the tasks set forth in the above paragraphs.

37. Moorman, and all others similarly situated, are paid on an hourly basis.

38. Moorman, and all others similarly situated, earned quarterly bonuses based on established criteria.

39. Such bonuses were non-discretionary, i.e., if Moorman, and all others similarly situated, satisfied the stated criteria, he or she received the quarterly bonus.

40. Charter did not include quarterly bonuses in total compensation for Moorman or all others similarly situated, resulting in a reduced regular rate of pay and reduced overtime pay to Moorman and all others similarly situated.

COLLECTIVE ACTION ALLEGATIONS

41. Moorman seeks to represent the following FLSA collective classes:

- a) A national class of technicians who performed work off the clock and were not compensated for such work (“National Off Clock Collective Class”);
and
- b) A national class of Charter employees who received non-discretionary bonuses where the bonuses were not included in total compensation for determining regular rate of pay and overtime compensation (“National Bonus Collective Class”).

42. The class definition for the National Off Clock Collective Class is:

Current and former employees of Charter during the period October 4, 2015, to the present, who were employed as field technicians and performed more than *de minimis* off the clock tasks, including, but not limited to, vehicle inspections, reviewing customer assignments, and mapping routes to residences or places of business, and transporting tools and equipment between vehicles and employee residences without receiving compensation.

43. The Class definition for the National Bonus Collective class is:

Current and former Charter employees during the period October 4, 2015, to the present, who received non-discretionary bonuses and such bonuses were not included in the employee’s total compensation for determining the regular rate of pay and corresponding overtime compensation.

44. The putative collective class members are similarly situated because, based upon Charter's established policies, procedures, and practices, all putative National Off Clock Collective Class members are required to perform that work described in the above paragraphs without compensation.

45. The putative collective members are similarly situated because, pursuant to established payroll policies, procedures, and practices, all putative National Bonus Collective Class members did not receive full overtime compensation as required by the FLSA when non-discretionary bonuses were not included in total compensation for determining the putative class members' regular rate of pay and corresponding overtime rate.

46. Charter's conduct was willful for reasons including, but not limited to, the following:

- (a) The law was clearly settled that an employer must pay employees for all hours that the employer permitted or suffered its employees to work and it refused to do so;
- (b) Charter has been involved in past litigation involving the same or similar allegations of off-the-clock work; and
- (c) Federal law is clear that employers must consider periodic bonus payments in calculating the regular rate of pay and overtime owed in a workweek.

FIRST CAUSE OF ACTION:
FLSA VIOLATION FOR FAILURE TO PAY FOR ALL OFF THE CLOCK HOURS
WORKED

47. Plaintiff re-alleges and incorporates by reference herein the allegations set forth in paragraphs 1 through 46 above.

48. During the three years preceding the filing of this action, Charter was an employer and Moorman and putative collective class members were employees as those terms are defined in the FLSA.

49. During the three year period prior to the commencement of this action, Moorman and putative collective class members performed required job duties at the start of their daily work shifts for which they were not compensated, including, but not limited to, those duties described in the above paragraphs.

50. Moorman and other full-time putative collective class members worked more than 40 hours in a workweek.

51. Moorman and other full-time putative collective class members were entitled to overtime compensation at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a workweek.

52. By Charter's failure to compensate Moorman and other full-time Off Clock Collective Class members for hours worked, as described above, Charter violated the FLSA by its failure to pay all wages and overtime owed.

53. Charter's violation of the FLSA was willful.

54. Moorman and members of the National Off Clock Collective Class have suffered harm and are entitled to unpaid overtime, interest on unpaid overtime, liquidated damages, and costs and attorneys' fees as permitted by law.

SECOND CAUSE OF ACTION:
VIOLATION OF THE FLSA FOR FAILURE TO PAY OVERTIME ON NON-
DISCRETIONARY BONUSES

55. Plaintiff re-alleges and incorporates by reference herein the allegations set forth in paragraphs 1 through 54 above.

56. During the three-year period preceding the commencement of this action, Charter paid to its non-exempt employees periodic non-discretionary bonuses.

57. For one or more of these non-discretionary bonuses, Charter failed to include a pro-rated amount of the non-discretionary bonus in Moorman and putative National Bonus Collective class members' total compensation for purposes of determining such employees' regular rate of pay and proper overtime payment.

58. Charter's conduct was willful.

59. Moorman and putative National Bonus Collective Class members have suffered harm as a result of Charter's willful violation of the FLSA and are entitled to recover unpaid overtime, interest on unpaid overtime, liquidated damages, costs, and attorneys' fees as allowed by law.

PRAYER FOR RELIEF

WHEREFORE, Moorman and all others similarly situated request that the Court:

- A. Conditionally certify the FLSA national classes and authorize that notice be sent to class members, informing them of their right to consent to join the FLSA portion of this action;
- B. Declare that Charter's violations of the FLSA were willful;

- C. Award to Moorman, and all others similarly situated, all unpaid wages and overtime owed;
- D. Award to Moorman, and all others similarly situated, liquidated damages in an amount equal to the amount of their unpaid regular and overtime wages pursuant to 29 U.S.C. § 216(b);
- E. Award to Moorman, and all others similarly situated, interest on unpaid wages and overtime;
- F. Award to Moorman, and all others similarly situated, their costs and attorneys' fees pursuant to 29 U.S.C. § 216(b) and Fed. R. Civ. P. 54; and
- G. Award such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Moorman hereby respectfully demands a jury trial pursuant to the Seventh Amendment to the United States Constitution and Fed. R. Civ. P. 38(a).

Dated: October 4, 2018

Respectfully submitted,

s/ Michael J. Modl

Michael J. Modl

Heath P. Straka

AXLEY BRYNELSON, LLP

2 E. Mifflin Street, Suite 200

Madison, WI 53703

Tel: (608) 257-5661

Fax: (608) 257-5444

mmodl@axley.com

hstraka@axley.com

s/ Robert J. Gingras

Robert J. Gingras

GINGRAS, CATES & WACHS

8150 Excelsior Drive

Madison, WI 53717

Tel: (608) 833-2632

Fax: (608) 833- 2874

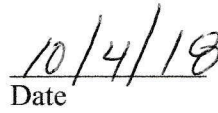
gingras@gcwlawyers.com


Attorneys for Plaintiff Daryl Moorman

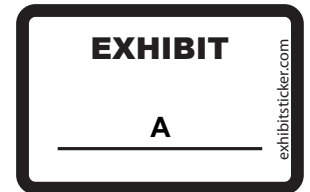
PLAINTIFF CONSENT FORM

I hereby consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., against Charter Communications, LLC, Spectrum Management Holding Company, LLC and TWC Administration, LLC for not being compensated for all work that I performed and for not being properly compensated pursuant to the correct regular and overtime rates of pay.


Signature


Date


Print Name



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

Daryl L. Moorman, on his own behalf and on behalf of others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Axley Brynerson, LLP, Gingras, Cates & Wachs, 2 E. Mifflin St., Suite 200, 8150 Excelsior Drive, Madison, WI 53717

DEFENDANTS

Charter Communications, Inc., Charter Communications, LLC, Spectrum Management Holding Company, LLC, TWC Administration

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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

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. § 201 et seq.

Brief description of cause: Collective action for unpaid wages and overtime brought pursuant to the FLSA

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 10/04/2018 SIGNATURE OF ATTORNEY OF RECORD s/ Michael J. Modl

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

Daryl L. Moorman,
on his own behalf and on behalf of all others similarly
situated

Plaintiff(s)

v.

Charter Communications, et al.

Defendant(s)

Civil Action No. 18-cv-820

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Charter Communications, Inc.
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Attorney Michael J. Modl
Attorney Heath P. Straka
Axley Brynerson, LLP
2 East Mifflin Street, Suite 200
Madison, WI 53703

Attorney Robert J. Gingras
Gingras, Cates & Wachs
8150 Excelsior Drive
Madison, WI 53703

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-820

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

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AO 440 (Rev. 06/12) Summons in a Civil Action

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Defendant(s)

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Madison, WI 53717

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are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Attorney Michael J. Modl
Attorney Heath P. Straka
Axley Brynerson, LLP
2 East Mifflin Street, Suite 200
Madison, WI 53703

Attorney Robert J. Gingras
Gingras, Cates & Wachs
8150 Excelsior Drive
Madison, WI 53703

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-820

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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situated

Plaintiff(s)

v.

Charter Communications, et al.

Defendant(s)

Civil Action No. 18-cv-820

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Spectrum Management Holding Company, LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
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whose name and address are:

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Attorney Heath P. Straka
Axley Brynelson, LLP
2 East Mifflin Street, Suite 200
Madison, WI 53703

Attorney Robert J. Gingras
Gingras, Cates & Wachs
8150 Excelsior Drive
Madison, WI 53703

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You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-820

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was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

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Civil Action No. 18-cv-820

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) TWC Administration, LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Attorney Michael J. Modl
Attorney Heath P. Straka
Axley Brynerson, LLP
2 East Mifflin Street, Suite 200
Madison, WI 53703

Attorney Robert J. Gingras
Gingras, Cates & Wachs
8150 Excelsior Drive
Madison, WI 53703

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-820

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Technician Alleges Charter, Spectrum Fail to Pay Wages for Work-Related Cell Phone Use, Off-The-Clock Tasks](#)
