

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

ANGELA ROPER and RENEE JOHNSON, for themselves and all others similarly situated,	:	
	:	
Plaintiffs,	:	Case No. _____
	:	
v.	:	COLLECTIVE / CLASS ACTION
	:	
VERIZON COMMUNICATIONS, INC. and	:	JURY TRIAL DEMANDED
CELLCO PARTNERSHIP d/b/a VERIZON	:	
WIRELESS,	:	
Defendants.	:	

CLASS AND COLLECTIVE ACTION COMPLAINT

Angela Roper and Renee Johnson (“Plaintiffs”), by and through their undersigned counsel, hereby make the following allegations against Verizon Communications, Inc. and Cellco Partnership d/b/a Verizon Wireless (“Defendants”) concerning their acts upon actual knowledge and concerning all other matters upon information, belief and the investigation of their counsel:

NATURE OF THE ACTION

1. Plaintiffs bring this action to redress Defendants’ violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201, *et seq.* (“FLSA”), the Pennsylvania Minimum Wage Act of 1968, 43 P.S. §§ 333.101, *et seq.* (“PMWA”) and the Illinois Minimum Wage Law, 820 ILCS 105 *et seq.* (“IMWL”) by knowingly suffering or permitting certain full-time, hourly employees to perform approximately 15 minutes of off-the-clock pre-shift work, approximately 30 minutes of off-the-clock meal break work and approximately 15 minutes of off-the-clock post-shift work each day without paying any wages for this work. ¹

¹ Plaintiffs presently expect that this case will include several similar job titles, including: B2B Sales Representative, Business Account Specialist, Business Customer Service Representative, Client Services Consultant, Client Services Specialist, Customer Care Representative, Sales Associate and Technical Customer Service Representative. Plaintiffs reserve the right to revise this list as needed based on further investigation and discovery.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 29 U.S.C. §216(b) and 28 U.S.C. §1331.

3. This Court has supplemental jurisdiction over Plaintiffs' Pennsylvania and Illinois claims under 28 U.S.C. § 1367, because these claims arise from the same occurrence or transaction as Plaintiffs' FLSA claim (i.e., Defendants' failure to pay overtime wages for pre- and post-shift work) and are so related to this claim as to form part of the same case or controversy.

4. Venue is proper in this District under 28 U.S.C. § 1391(b)(2), because Plaintiff Roper resides in this District, worked for Defendants in this District and suffered the losses at issue in this District, because Defendants has significant business contacts in this District and engaged in the wrongful conduct at issue in this District and because actions and omissions giving rise to Plaintiff Roper's claims occurred in this District.

PARTIES

5. Angela Roper is an adult citizen of the Commonwealth of Pennsylvania who resides in Lehigh County PA. Ms. Roper worked as a full-time, hourly, phone-based Sales Consultant for Verizon Communications, Inc. in Allentown, PA from January 2007 to November 2017. Ms. Roper is personally familiar with, and was personally affected by, the policies and practices described in this Complaint. Ms. Roper has completed and filed an opt-in consent form to join this litigation. *See* Roper Consent Form (Exhibit A).

6. Renee Johnson is an adult citizen of the State of Illinois who resides in Cook County IL. Ms. Johnson worked as a full-time, hourly, phone-based Technical Customer Service Representative for Cellco Partnership d/b/a Verizon Wireless in Rolling Meadows, IL from August 2002 to October 2018. Ms. Johnson is personally familiar with, and was personally affected by,

the policies and practices described in this Complaint. Ms. Johnson has completed and filed an opt-in consent form to join this litigation. *See* Johnson Consent Form (Exhibit A).

7. Verizon Communications, Inc. (“Verizon”) is a Delaware company with a corporate headquarters in New York, N.Y., an operations headquarters in Basking Ridge, N.J. and more than 150,000 employees worldwide. *See* <https://www.verizon.com/about/careers/we-are-global#featured-region-6753>; [https://www.verizon.com/about/sites/default/files/Verizon Fact Sheet.pdf](https://www.verizon.com/about/sites/default/files/Verizon_Fact_Sheet.pdf); <http://www.verizon.com/about/our-company/overview>. Verizon designs, builds and operates telecommunications networks, information systems and mobile technologies and provides a wide array of customer help, information and support services relating to its various products and services from dozens of call centers and offices in more than 20 states. *Id.*

8. Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) is a wholly-owned subsidiary of Verizon with a corporate headquarters in Basking Ridge, N.J. *See* <https://www.verizon.com/about/news/cellco-partnership-dba-verizon-wireless-verizon-wireless-capital-llc-partially-redeem-8500>. Verizon Wireless provides wireless, residential, and business telecommunications products and services to over 150 million subscribers in the United States. *See* https://en.wikipedia.org/wiki/Verizon_Wireless; <https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=3589977>.

BACKGROUND FACTS

9. All full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless have similar jobs that include answering customer phone calls on Defendants’ phone system, using Defendants’ computer system to access databases and create work orders, following-up with employees in other departments about work orders and completing paperwork relating to their customer calls and work orders.

10. All full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless receive common training with respect to their work and the common policies underlying Plaintiffs' claims.

11. All full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless have a similar daily work schedule that includes eight work hours and a one-hour meal break.

12. Defendants maintain a common "adherence" policy requiring all full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless to create daily time records that strictly follow their daily work schedule. Under this policy, employees must log-in to Defendants' phone system within one minute of their scheduled shift start-time, log-out of Defendants' phone system within one minute of their scheduled meal break start-time, log-in to Defendants' phone system within one minute of their scheduled meal break end time and log-out of Defendants' phone system within one minute of their scheduled shift end-time every day. Employees who consistently follow this policy are considered to be "in adherence." Employees who do not consistently follow this policy are considered "not in adherence," can have their daily wages docked and are subject to counselling and disciplinary action up to and including termination.

13. Defendants maintain a common policy and practice providing that all full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless will be paid for all work hours tracked by Defendants' phone system which, because of the adherence policy, almost always winds up being the same as their scheduled work hours.

14. Defendants maintain a common policy requiring all full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless to answer one customer call after another, from the minute their scheduled shift starts until their meal break begins and

from the minute their meal break ends until the minute their shift ends. Compliance with this policy is encouraged through the “adherence” policy, the threat of counselling and disciplinary action and the use of performance benchmarks that require all phone-based Customer Service and Sales employees for Verizon and Verizon Wireless to handle a large volume of calls.

15. Defendants maintain a common policy prohibiting all full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless from placing outgoing calls on Defendants’ phone system while they are on-the-clock, including outgoing calls to employees in other departments where they have sent work orders.

16. Defendants maintain a common policy requiring all full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless to resolve their work orders and complete all related paperwork within the time-frame promised to the customer. Compliance with this policy is frustrated on a daily basis by the policies and practices referenced above that require these employees to spend every minute of their scheduled work day on customer calls, meet their performance benchmarks and refrain from making outgoing calls to employees in other departments while on-the-clock.

UNPAID PRE-SHIFT WORK

17. Consistent with the policies and practices described above, and with the knowledge and approval of their supervisors, all full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless routinely spend approximately 15 minutes before their scheduled shift start-time each day performing job-related tasks that include: reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed.

18. For approximately ten years, Ms. Roper arrived at her desk about 15 minutes before her scheduled shift start-time to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed. Over the years, Ms. Roper has personally observed around 50 full-time, hourly, phone-based Verizon Sales employees arrive at their desks about 15 minutes before their scheduled shift start-times to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers – including her – about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed.

19. For approximately sixteen years, Ms. Johnson arrived at her desk about 15 minutes before her scheduled shift start-time to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed. Over the years, Ms. Johnson has personally observed dozens of full-time, hourly, phone-based Verizon Wireless Customer Service employees arrive at their desks about 15 minutes before their scheduled shift start-times to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers – including her – about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed.

20. Plaintiffs' supervisors, through their regular observation of Plaintiffs, regular interactions with Plaintiffs and regular discussions with Plaintiffs, knew that Plaintiffs started working approximately 15 minutes before their scheduled shift start-time almost every day, but

never freed them from performing pre-shift work, required them to enter their pre-shift work in Defendants' timekeeping system, or caused them to be paid any wages for their pre-shift work.

21. Full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless so regularly perform unpaid, off-the-clock pre-shift work with their supervisors' knowledge and approval that it has become a *de facto* part of their required job duties.

22. If full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless do not spend approximately 15 minutes performing the tasks described above before the scheduled start of their shift each day, they cannot resolve their work orders, complete their required paperwork, or provide the customer services their jobs require, placing them at risk of counselling and disciplinary action up to and including termination.

23. Defendants do not capture any full-time, hourly, phone-based Customer Service and Sales employees' pre-shift work in their timekeeping system, or pay these employees any wages for their pre-shift work.

UNPAID MEAL BREAK WORK

24. Consistent with the policies and practices described above, and with the knowledge and approval of their supervisors, full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless routinely spend approximately 30 minutes of their scheduled one-hour meal break on job-related tasks that include: reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed.

25. For approximately ten years, Ms. Roper used about 30 minutes of her scheduled one-hour meal break to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers about work orders and other issues,

problems and procedures and create new work orders when requested work has not been completed. Over the years, Ms. Roper has personally observed around 50 full-time, hourly, phone-based Verizon Sales employees spend about 30 minutes of their scheduled one-hour meal break reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers – including her – about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed.

26. For approximately sixteen years, Ms. Johnson used about 30 minutes of her scheduled one-hour meal break to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed. Over the years, Ms. Johnson has personally observed dozens of full-time, hourly, phone-based Verizon Wireless Customer Service employees spend about 30 minutes of their scheduled one-hour meal break reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers – including her – about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed.

27. Plaintiffs' supervisors, through their regular observation of Plaintiffs, regular interactions with Plaintiffs and regular discussions with Plaintiffs, knew that Plaintiffs worked during about 30 minutes of their scheduled one-hour meal break almost every day, but never freed them from performing meal break work, required them to enter their meal break work in Defendants' timekeeping system, or caused them to be paid any wages for their meal break work.

28. Full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless so regularly perform unpaid, off-the-clock meal break work with their supervisors' knowledge and approval that it has become a *de facto* part of their required job duties.

29. If full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless do not spend approximately 30 minutes performing the tasks described above during their meal break each day, they will not be able to resolve their work orders, complete their required paperwork, or provide the customer services their jobs require, placing them at risk of counselling and disciplinary action up to and including termination.

30. Defendants do not capture any full-time, hourly, phone-based Customer Service and Sales employees' meal break work in their timekeeping system, or pay these employees any wages for their meal break work.

UNPAID POST-SHIFT WORK

31. Consistent with the policies and practices described above, and with the knowledge and approval of their supervisors, full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless routinely spend approximately 15 minutes after their scheduled shift end-time each day performing job-related tasks that include: reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed.

32. For approximately ten years, Ms. Roper remained at her desk about 15 minutes past her scheduled shift end-time to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed. Over the years, Ms. Roper has personally observed around 50 full-time, hourly, phone-

based Verizon Customer Service and Sales employees in Pennsylvania stay at their desks about 15 minutes past their scheduled shift start-times to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers – including her – about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed.

33. For approximately sixteen years, Ms. Johnson stayed at her desk about 15 minutes past her scheduled shift end-time to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed. Over the years, Ms. Johnson has personally seen dozens of full-time, hourly, phone-based Verizon Customer Service and Sales employees in Illinois stay at their desks about 15 minutes past their scheduled shift start-times to review e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talk to supervisors and co-workers – including her – about work orders and other issues, problems and procedures and create new work orders when requested work has not been completed.

34. Plaintiffs' supervisors, through their regular observation of Plaintiffs, regular interactions with Plaintiffs and regular discussions with Plaintiffs, knew that Plaintiffs stopped working about 15 minutes after their scheduled shift end-time almost every day, but never freed them from performing post-shift work, required them to enter their post-shift work in Defendants' timekeeping system, or caused them to be paid any wages for their post-shift work.

35. Full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless so regularly perform unpaid, off-the-clock post-shift work with their supervisors' knowledge and approval that it has become a *de facto* part of their required job duties.

36. If full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless do not spend approximately 15 minutes performing the tasks described above after the scheduled end of their shift each day, they will not be able to resolve their work orders, complete their required paperwork, or provide the customer services their jobs require, placing them at risk of counselling and disciplinary action up to and including termination.

37. Defendants do not capture any full-time, hourly, phone-based Customer Service and Sales employees' post-shift work in their timekeeping system, or pay these employees any wages for their post-shift work.

FLSA COLLECTIVE ACTION ALLEGATIONS

38. Plaintiffs bring their FLSA claim as a collective action pursuant to 29 U.S.C. §216(b) for all full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless who have worked in any week during the maximum limitations period (the "FLSA Collective").

39. Plaintiffs belong to the FLSA Collective, because they worked as full-time, hourly, phone-based Customer Service and Sales employees for Verizon and Verizon Wireless during the relevant period.

40. Although Plaintiffs and the FLSA Collective members worked in different locations and in different states, this action may be properly maintained as a collective action because, among other things:

- a. the FLSA Collective members had the same employer;
- b. the FLSA Collective members had similar job duties;
- c. the FLSA Collective members worked under similar terms and conditions of employment;
- d. the FLSA Collective members were governed by similar timekeeping policies, practices and systems;

e. the FLSA Collective members were governed by similar compensation policies, practices and systems;

f. the FLSA Collective members were governed by similar policies, practices and systems concerning work hours, pre-shift work, meal breaks, post-shift work, overtime hours and overtime wages;

g. the FLSA Collective members received similar training with respect to their work and Defendants' policies; and

h. the FLSA Collective members were required to meet similar performance benchmarks.

41. Plaintiffs and the FLSA Collective members do not meet any test for exemption under the FLSA.

42. Plaintiffs estimate that the FLSA Collective, including both current and former employees over the relevant period, will include at least several thousand members. The precise number of collective group members should be readily available from Defendants' personnel, scheduling, time and payroll records.

PENNSYLVANIA CLASS ACTION ALLEGATIONS

43. Ms. Roper brings her PMWA claim on an opt-out, class action basis pursuant to Fed. R. Civ. P. 23 for all residents of Pennsylvania who have worked as a full-time, hourly, phone-based Customer Service and Sales employees for Verizon without being paid all overtime wages owed for their off-the-clock pre-shift, meal break and post-shift work in any workweek during the past three years (the "Pennsylvania Class"). Plaintiffs reserve the right to amend this definition as necessary.

44. Ms. Roper is a member of the Pennsylvania Class because she is a Pennsylvania resident who worked as a full-time, hourly, phone-based Verizon Sales employee during the relevant period without being paid all of the overtime wages owed for her off-the-clock pre-shift, meal break and post-shift work.

45. Ms. Roper's PMWA claim is appropriate for class treatment because the Pennsylvania Class satisfies the requirements of Fed. R. Civ. P. 23.

46. The Pennsylvania Class is so numerous that joinder of all its members would be impracticable. Defendants has at least several hundred employees who fit the Pennsylvania Class definition, meaning that joining all of their claims would be impracticable.

47. Ms. Roper's claims are typical of the claims belonging to Pennsylvania Class members. Ms. Roper is similarly-situated to the Pennsylvania Class members because she worked for Defendants under the common policies and procedures identified above, and was denied legally-required wages for her pre-shift, meal break and post-shift work as a result of Defendants' common course of wrongful conduct.

48. There are material questions of law or fact common to the Pennsylvania Class members because, as discussed throughout this filing, Defendants engaged in a common course of conduct that violated the Pennsylvania Class members' legal rights. The legality of Defendants' policies will be demonstrated by applying generally applicable legal principles to common evidence. Any individual questions Ms. Roper's claims present will be far less central to this litigation than the numerous common questions of law and fact, including:

- a. whether Ms. Roper and the Pennsylvania Class members have been subjected to materially-identical timekeeping and compensation policies;
- b. whether Defendants maintains policies or procedures to keep accurate, contemporaneous records of the hours worked by Ms. Roper and the Pennsylvania Class members or, in fact, accurately tracked the Pennsylvania Class members work time;
- c. whether Defendants has allowed Ms. Roper and the Pennsylvania Class members to spend about 15 minutes before their scheduled shift start-time each day reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed;

d. whether Defendants has allowed Ms. Roper and the Pennsylvania Class members to spend about 30 minutes during their meal break each day reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed;

e. whether Defendants has allowed Ms. Roper and the Pennsylvania Class members to spend about 15 minutes after their scheduled shift end-times reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed;

f. Whether the Pennsylvania Class members were properly paid for all hours they actually worked;

g. whether Defendants denied Ms. Roper and the Pennsylvania Class members overtime premium wages owed under the PMWA; and

h. whether Defendants should be required to pay compensatory damages, liquidated damages and/or attorneys' fees and costs, or enjoined from continuing the wage and hour violations alleged in this Complaint.

49. Ms. Roper will fairly and adequately assert and protect the interests of the Pennsylvania Class because: there is no apparent conflict of interest between Ms. Roper and the Pennsylvania Class; Ms. Roper's counsel have successfully prosecuted many complex class actions, including state-law wage and hour class actions, and will adequately prosecute these claims; and Ms. Roper has secured adequate financial resources to assure that the interests of the Pennsylvania Class will not be harmed because her counsel have agreed to advance the costs and expenses of litigation on the Class' behalf contingent upon the outcome of this litigation consistent with Pa. R. Prof. Conduct 1.8(e)(1).

50. Allowing this action to proceed as a class action will provide a fair and efficient method for adjudication of the issues presented by this controversy because issues common to the Pennsylvania Class members predominate over any questions affecting only individual members; no difficulties are likely to be encountered in the management of this litigation as a class action;

and the claims addressed in this Complaint are not too small to justify the expenses of class-wide litigation, nor are they likely to be so substantial as to require the litigation of individual claims.

51. Allowing Ms. Roper's PMWA claim to proceed as a class action will be superior to requiring the individual adjudication of each Pennsylvania Class member's claim, since requiring hundreds of hourly-paid employees to file and litigate individual wage claims will place an undue burden on the Pennsylvania Class members, Defendants and the Courts. Class action treatment will allow a large number of similarly-situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of effort and expenses if these claims were brought individually. Moreover, as the damages suffered by each Pennsylvania Class member are relatively small, the expenses and burdens associated with individual litigation would make it prohibitively impractical for them to bring individual claims. Further, the presentation of separate actions by individual Pennsylvania Class members could create a risk for inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants and/or substantially impair or impede the ability of the Pennsylvania Class members to protect their interests.

52. Allowing Ms. Roper's claims to proceed as a class action is also appropriate because Pennsylvania wage laws expressly permit private class action lawsuits to recover unpaid wages.

ILLINOIS CLASS ACTION ALLEGATIONS

53. Ms. Johnson brings her IMWL claim on an opt-out, class action basis pursuant to Fed. R. Civ. P. 23 for all residents of Illinois who have worked as a full-time, hourly, phone-based Customer Service and Sales employees for Verizon Wireless without being paid all overtime wages owed for their off-the-clock pre-shift, meal break and post-shift work in any workweek

during the past three years (the “Illinois Class”). Plaintiffs reserve the right to amend this definition as necessary.

54. Ms. Johnson is a member of the Illinois Class because she is an Illinois resident who worked as a full-time, hourly, phone-based Verizon Wireless Customer Service employee during the relevant period without being paid all of the overtime wages owed for her off-the-clock pre-shift, meal break and post-shift work.

55. Ms. Johnson’s IMWL claim is appropriate for class treatment because the Illinois Class satisfies the requirements of Fed. R. Civ. P. 23.

56. The Illinois Class is so numerous that joinder of all its members would be impracticable. Defendants has at least several hundred employees who fit the Illinois Class definition, meaning that joining all of their claims would be impracticable.

57. Ms. Johnson’s claims are typical of the claims belonging to Illinois Class members. Ms. Roper is similarly-situated to the Illinois Class members because she worked for Defendants under the common policies and procedures identified above, and was denied legally-required wages for her pre-shift, meal break and post-shift work as a result of Defendants’ common course of wrongful conduct.

58. There are material questions of law or fact common to the Illinois Class members because, as discussed throughout this filing, Defendants engaged in a common course of conduct that violated the Illinois Class members’ legal rights. The legality of Defendants’ policies will be demonstrated by applying generally applicable legal principles to common evidence. Any individual questions Ms. Johnson’s claims present will be far less central to this litigation than the numerous common questions of law and fact, including:

- a. whether Ms. Johnson and the Illinois Class members have been subjected to materially-identical timekeeping and compensation policies;

b. whether Defendants maintains policies or procedures to keep accurate, contemporaneous records of the hours worked by Ms. Johnson and the Illinois Class members or, in fact, accurately tracked the Illinois Class members work time;

c. whether Defendants has allowed Ms. Johnson and the Illinois Class members to spend about 15 minutes before their scheduled shift start-time each day reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed;

d. whether Defendants has allowed Ms. Johnson and the Illinois Class members to spend about 30 minutes during their meal break each day reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed;

e. whether Defendants has allowed Ms. Johnson and the Illinois Class members to spend about 15 minutes after their scheduled shift end-times reviewing e-mails from supervisors, work order e-mails, team e-mails and system update e-mails, talking to supervisors and co-workers about work orders and other issues, problems and procedures and creating new work orders when requested work has not been completed;

f. Whether the Illinois Class members were properly paid for all hours they actually worked;

g. whether Defendants denied Ms. Johnson and the Illinois Class members overtime premium wages owed under the PMWA; and

h. whether Defendants should be required to pay compensatory damages, liquidated damages and/or attorneys' fees and costs, or enjoined from continuing the wage and hour violations alleged in this Complaint.

59. Ms. Johnson will fairly and adequately assert and protect the interests of the Illinois Class because: there is no apparent conflict of interest between Ms. Johnson and the Illinois Class; Ms. Johnson's counsel have successfully prosecuted many complex class actions, including state-law wage and hour class actions, and will adequately prosecute these claims; and Ms. Johnson has secured adequate financial resources to assure that the interests of the Illinois Class will not be harmed because her counsel have agreed to advance the costs and expenses of litigation on the

Class' behalf contingent upon the outcome of this litigation consistent with Ill. R. Prof. Conduct 1.8(e)(1).

60. Allowing this action to proceed as a class action will provide a fair and efficient method for adjudication of the issues presented by this controversy because issues common to the Illinois Class members predominate over any questions affecting only individual members; no difficulties are likely to be encountered in the management of this litigation as a class action; and the claims addressed in this Complaint are not too small to justify the expenses of class-wide litigation, nor are they likely to be so substantial as to require the litigation of individual claims.

61. Allowing Ms. Johnson's IMWL claim to proceed as a class action will be superior to requiring the individual adjudication of each Illinois Class member's claim, since requiring hundreds of hourly-paid employees to file and litigate individual wage claims will place an undue burden on the Illinois Class members, Defendants and the Courts. Class action treatment will allow a large number of similarly-situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of effort and expenses if these claims were brought individually. Moreover, as the damages suffered by each Illinois Class member are relatively small, the expenses and burdens associated with individual litigation would make it prohibitively impractical for them to bring individual claims. Further, the presentation of separate actions by individual Illinois Class members could create a risk for inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants and/or substantially impair or impede the ability of the Illinois Class members to protect their interests.

62. Allowing Ms. Johnson's claims to proceed as a class action is also appropriate because Illinois wage laws expressly permit private class action lawsuits to recover unpaid wages.

COUNT I
VIOLATION OF THE FLSA
(For The FLSA Collective)

63. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

64. Defendants are “employers” as defined by 29 U.S.C. § 203(d).

65. Plaintiffs and the FLSA Collective members are “employees” as defined by 29 U.S.C. § 203(e)(1).

66. The wages Defendants paid to Plaintiffs and the FLSA Collective members are “wages” as defined by 29 U.S.C. § 203(m).

67. Defendants are an “enterprise engaged in commerce or in the production of goods for commerce” within the meaning of 29 U.S.C. § 203(s)(1)(A).

68. Plaintiffs and the FLSA Collective members are similarly situated individuals within the meaning of 29 U.S.C. §216(b).

69. 29 U.S.C. § 207(a)(1) states that an employee must be paid an overtime premium rate, equal to at least 1½ times the employee’s regular rate of pay, for all hours worked in excess of 40 hours per week.

70. 29 U.S.C. § 216(b) expressly allows private plaintiffs to bring collective actions to enforce an employer’s failure to comply with its requirements.

71. Throughout the relevant period, Defendants were obligated to comply with the FLSA’s requirements, Plaintiffs and the FLSA Collective members were covered employees entitled to the FLSA’s protections, and Plaintiffs and the FLSA Collective members were not exempt from receiving wages required by the FLSA for any reason.

72. Defendants knowingly violated the FLSA by failing to make or maintain an accurate, contemporaneous record of the pre-shift, meal break and post-shift work Plaintiffs and the FLSA Collective members regularly performed.

73. Defendants knowingly violated the FLSA by regularly allowing Plaintiffs and the FLSA Collective members to perform about one hour of off-the-clock pre-shift, meal break and post-shift work each day.

74. Defendants knowingly violated the FLSA by regularly failing to pay Plaintiffs and the FLSA Collective members any wages for their overtime-eligible pre-shift, meal break and post-shift work.

75. Plaintiffs and the FLSA Collective members have been harmed as a direct and proximate result of Defendants' unlawful conduct, because they have been deprived of wages owed for overtime work they actually performed from which Defendants derived a direct and substantial benefit.

76. By knowingly maintaining common policies, practices, procedures and systems that did not permit Plaintiffs and the FLSA Collective members to accurately record all their pre-shift, meal break and post-shift time, Defendants acted with reckless disregard of clearly applicable FLSA provisions.

77. By knowingly failing to pay Plaintiffs and the FLSA Collective members all wages owed for the overtime-eligible work they actually performed, Defendants acted with reckless disregard of clearly applicable FLSA provisions.

78. Defendants have no good faith justification or defense for the conduct detailed above, or for failing to pay Plaintiffs and the FLSA Collective members all wages mandated by the FLSA.

COUNT II
VIOLATION OF THE PMWA
(for the Pennsylvania Class)

79. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

80. Defendants are covered employers required to comply with the PMWA's mandates.

81. Ms. Roper is seeking to recover "wages" as that term is defined by the PMWA.

82. Ms. Roper and the Pennsylvania Class are employees entitled to the PMWA's protections, and, during the relevant period, were not exempt from receiving wages payable under the PMWA or its enabling Regulations for any reason.

83. PMWA Section 4(c) requires employers to pay their employees overtime compensation of "not less than one and one-half times the employee's regular rate" for all hours worked over 40 in a given workweek. *See* 43 P.S. § 333.104(c).

84. Under the PMWA, overtime is calculated based on the number of hours worked in a "workweek", defined in controlling regulations as "a period of 7 consecutive days." *See* 34 Pa. Code § 231.42.

85. Throughout the relevant period, PMWA Section 8 required Defendants to "keep a true and accurate record of the hours worked by each employee and the wages paid to each." *See* 43 P.S. § 333.108.

86. The PMWA provides that "any agreement between the employer and the worker" does not serve as a defense to civil actions brought to recover wages owed under the Act.

87. Defendants knowingly violated the PMWA by failing to make or maintain an accurate, contemporaneous record of the pre-shift, meal break and post-shift work Plaintiffs and the Pennsylvania Class members regularly performed.

88. Defendants knowingly violated the PMWA by regularly allowing Plaintiffs and the Pennsylvania Class members to perform about one hour of off-the-clock pre-shift, meal break and post-shift work each day.

89. Defendants knowingly violated the PMWA by regularly failing to pay Plaintiffs and the Pennsylvania Class members any wages for their overtime-eligible pre-shift, meal break and post-shift work.

90. By engaging in this conduct, Defendants acted with willful and/or reckless disregard for Ms. Roper's and the Pennsylvania Class members' rights under the PMWA.

91. There is no language in the PMWA, no exception to the PMWA or its enabling Regulations, or any applicable provision elsewhere in Pennsylvania law that permits Defendants to avoid paying Ms. Roper and the Pennsylvania Class members for their overtime work, so Defendants have no good faith justification or defense for failing to pay Ms. Roper and the Pennsylvania Class members all wages mandated by the PMWA.

92. Ms. Roper and the Pennsylvania Class members have been harmed as a direct and proximate result of the unlawful conduct described here, because they have been deprived of overtime premium wages owed for overtime-eligible work they performed and from which Defendants derived a direct and substantial benefit.

COUNT III
VIOLATION OF THE IMWL
(for the Illinois Class)

93. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

94. Defendants are covered employers required to comply with the IMWL's mandates.

95. Ms. Johnson is seeking to recover "wages" as that term is defined by the IMWL.

96. Ms. Johnson and the Illinois Class are employees entitled to the IMWL's

protections, and, during the relevant period, were not exempt from receiving wages payable under the IMWL for any reason.

97. IMWL Section 4(a) requires employers to pay an employee overtime compensation of “not less than 1½ times the regular rate at which he is employed” for all hours worked over 40 in a given workweek. *See* 820 ILCS § 105(4a).

98. Under the IMWL, overtime is calculated based on the number of hours worked in a “workweek.” *See* 820 ILCS § 105(4a).

99. Throughout the relevant period, IMWL Section 8 required Defendants to keep “true and accurate records of... the rate of pay, and the amount paid each pay period to each employee [and] the hours worked each day in each work week by each employee....” *See* 820 ILCS § 105(8).

100. The IMWL provides that any “contract, agreement or understanding for or in relation to such unreasonable and oppressive wage for any employment covered by this Act is void.” *See* 820 ILCS § 105(2).

101. Defendants knowingly violated the IMWL by failing to make or maintain an accurate, contemporaneous record of the pre-shift, meal break and post-shift work Plaintiffs and the Illinois Class members regularly performed.

102. Defendants knowingly violated the IMWL by regularly allowing Plaintiffs and the Illinois Class members to perform about one hour of off-the-clock pre-shift, meal break and post-shift work each day.

103. Defendants knowingly violated the IMWL by regularly failing to pay Plaintiffs and the Illinois Class members any wages for their overtime-eligible pre-shift, meal break and post-shift work.

104. By engaging in this conduct, Defendants acted with willful and/or reckless disregard for Ms. Johnson’s and the Illinois Class members’ rights under the IMWL.

105. There is no language in the IMWL, no exception to the IMWL, or any applicable provision elsewhere in Illinois law that permits Defendants to avoid paying Ms. Johnson and the Illinois Class members for their overtime work, so Defendants have no good faith justification or defense for Defendants' failure to pay Ms. Johnson and the Illinois Class members all wages mandated by the IMWL.

106. Ms. Johnson and the Illinois Class members have been harmed as a direct and proximate result of the unlawful conduct described here, because they have been deprived of overtime premium wages owed for overtime-eligible work they performed and from which Defendants derived a direct and substantial benefit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for an Order:

- a. Authorizing this matter to proceed as an FLSA Collective action with respect to Count I;
- b. Certifying this matter to proceed as a R.23 class action with respect to Counts II and III;
- c. Appointing Stephan Zouras LLP to serve as Class Counsel;
- d. Requiring Defendants to provide the names and current (or best known) mailing and e-mail addresses of all FLSA Collective members;
- e. Authorizing Class Counsel to issue a notice informing the FLSA class members that this action has been filed, of the nature of the action, and of their right to opt-in to this lawsuit;
- f. Finding that Defendants willfully violated the applicable provisions of the FLSA by failing to pay all required overtime wages to Plaintiffs and the FLSA Collective members;
- g. Finding that Defendants willfully violated the applicable provisions of the PMWA by failing to pay all required wages to Ms. Roper and the Pennsylvania Class members;
- h. Finding that Defendants willfully violated the applicable provisions of the IMWL by failing to pay all required wages to Ms. Johnson and the Illinois Class members;

- i. Granting judgment in favor of Plaintiffs and the FLSA Collective members on Count I;
- j. Granting judgment in favor of Ms. Roper and the Pennsylvania Class members on Count II;
- k. Granting judgment in favor of Ms. Johnson and the Illinois Class members on Count III;
- l. Awarding all available compensatory damages in an amount to be determined;
- m. Awarding all available liquidated damages in an amount to be determined;
- n. Awarding pre-judgment interest on all compensatory damages due;
- o. Awarding a reasonable attorney's fee and reimbursement of all costs and expenses incurred in litigating this action;
- p. Awarding equitable and injunctive relief precluding the continuation of the policies and practices pled in this Complaint;
- q. Awarding any further relief the Court deems just, necessary and proper;
- r. Granting leave to add additional plaintiffs by motion, the filing of written consent forms, or any other method approved by the Court; and
- s. Maintaining jurisdiction over this action to ensure Defendants' compliance with the foregoing.

JURY DEMAND

Plaintiffs hereby demand a jury trial in the above-captioned matter.

Respectfully submitted,

Dated: December 7, 2018

/s/ David J. Cohen
David J. Cohen
STEPHAN ZOURAS, LLP
604 Spruce Street
Philadelphia, PA 19106
(215) 873-4836
dcohen@stephanzouras.com

James B. Zouras (*pro hac* motion forthcoming)
Ryan F. Stephan (*pro hac* motion forthcoming)
STEPHAN ZOURAS, LLP
100 North Riverside, Suite 2150
Chicago, IL 60606
(312) 233-1550
jzouras@stephanzouras.com
rstephan@stephanzouras.com

*Attorneys for Plaintiffs and the Putative FLSA
Collective, Pennsylvania Class and Illinois Class*

CONSENT TO BECOME PARTY PLAINTIFF

Roper v. Verizon Communications, Inc.
United States District Court, Eastern District of Pennsylvania

Complete and Mail, Fax or Email to:

Stephan Zouras, LLP
100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
Fax to: (312) 233-1560
Email to: lawyers@stephanzouras.com

By signing below, I state that I have been employed by **Verizon Communications, Inc.**, or one of its subsidiaries or affiliates (“Defendants”), and that I hereby consent to join this lawsuit seeking unpaid overtime wages based on Defendants’ alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et. seq.*

I hereby designate the law firm Stephan Zouras, LLP, to represent me for all purposes of this action.

I also designate the Class Representative as my agent to make decisions on my behalf concerning this lawsuit, the method and manner of conducting the lawsuit, the entering of an agreement with Plaintiffs’ counsel concerning attorneys’ fees and costs, and all other matters pertaining to this lawsuit.

11.28.18
Date


Signature

Angela Roper
Print Name

***Statute of limitations concerns mandate that you return
this form as soon as possible to preserve your rights.**

CONSENT TO BECOME PARTY PLAINTIFF

Roper v. Verizon Communications, Inc.
United States District Court, Eastern District of Pennsylvania

Complete and Mail, Fax or Email to:

Stephan Zouras, LLP
100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
Fax to: (312) 233-1560
Email to: lawyers@stephanzouras.com

By signing below, I state that I have been employed by **Verizon Communications, Inc.**, or one of its subsidiaries or affiliates (“Defendants”), and that I hereby consent to join this lawsuit seeking unpaid overtime wages based on Defendants’ alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et. seq.*

I hereby designate the law firm Stephan Zouras, LLP, to represent me for all purposes of this action.

I also designate the Class Representative as my agent to make decisions on my behalf concerning this lawsuit, the method and manner of conducting the lawsuit, the entering of an agreement with Plaintiffs’ counsel concerning attorneys’ fees and costs, and all other matters pertaining to this lawsuit.

11-26-18
Date

Renee Johnson
Signature

Renee Johnson
Print Name

***Statute of limitations concerns mandate that you return
this form as soon as possible to preserve your rights.**

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

ANGELA ROPER and RENEE JOHNSON

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

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

DAVID J. COHEN, ESQ., STEPHAN ZOURAS LLP
604 SPRUCE STREET, PHILA., PA 19106 (215) 873-4836

DEFENDANTS

VERIZON COMMUNICATIONS, INC. and CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS

County of Residence of First Listed Defendant NEW YORK CO., N.Y.
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

N/A

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 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 checked="" 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	PERSONAL INJURY <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	<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 PERSONAL PROPERTY <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"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <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))	<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	LABOR	FEDERAL TAX SUITS
<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	Habeas Corpus: <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 Other: <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	<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	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

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):
F.L.S.A., 29 U.S.C. SEC. 201 ET SEQ.
 Brief description of cause:
UNPAID OVERTIME WAGES.

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 N/A DOCKET NUMBER N/A

DATE DEC. 7, 2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 37 N. 11th St., Allentown, PA 18101
 Address of Defendant: 1095 AVENUE OF THE AMERICAS, NEW YORK, N.Y. 10013
 Place of Accident, Incident or Transaction: LEHIGH CO., PA

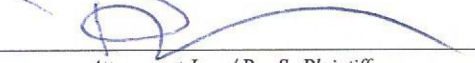
RELATED CASE, IF ANY:

Case Number: N/A Judge: N/A Date Terminated: N/A

Civil cases are deemed related when Yes is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: DEC. 7, 2018  PA 74070
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases

(Please specify): FLSA, 29 U.S.C. SEC. 201 ET SEQ.

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): _____
- 7. Products Liability
- 8. Products Liability - Asbestos
- 9. All other Diversity Cases


(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, DAVID J. COHEN, counsel of record or pro se plaintiff, do hereby certify:

- Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- Relief other than monetary damages is sought.

DATE: DEC. 7, 2018  PA 74070
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
CASE MANAGEMENT TRACK DESIGNATION FORM

Angela Roper, et al, : CIVIL ACTION
v. :
Verizon Communications, Inc., :
et al. : NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

<u>Dec. 7, 2018</u>	<u>David J. Cohen</u>	<u>Plaintiffs</u>
Date	Attorney-at-law	Attorney for
<u>215-873-4836</u>	<u>312-233-1560</u>	<u>dcohen@stephanzoureas.com</u>
Telephone	FAX Number	E-Mail Address

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Customer Service, Sales Employees Sue Verizon Over Alleged Off-the-Clock Work](#)
