

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

<p>ARCHARD “ARCHIE” SIMMONS, on behalf of himself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff(s)</p> <p style="text-align: center;">v.</p> <p>ALLIED UNIVERSAL; UNIVERSAL PROTECTION SERVICE, LLC; and DOE DEFENDANTS 1-10,</p> <p style="text-align: center;">Defendant(s)</p>	<p>Civil Action No.:</p> <p>CLASS AND COLLECTIVE ACTION COMPLAINT</p> <p><u>JURY TRIAL DEMANDED</u></p>
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Plaintiff Archard “Archie” Simmons (“Plaintiff”), individually and on behalf of all similarly situated employees, alleges as follows:

INTRODUCTION

1. Defendant (as defined herein) is the “leading security company in North America,” providing its clients with “localized response and national support with industry-leading solutions and approximately 140,000 highly-trained employees.”

2. Defendant’s position as a self-described “leader” in the security industry, unfortunately, has come at the expense of its employees.

3. As set forth below, Defendant has, since its formation resulting from a merger of two predecessor companies, improperly failed to pay Plaintiff and other hourly-paid security guards and the hourly-paid site supervisors, who also provided security services, employed by Defendant (collectively “Security Guards”) premium overtime compensation for hours worked in excess of forty.

4. This conduct is in contravention of black letter law. Indeed, absent certain limited

legal exemptions which are not applicable here, all workers are entitled to compensation for all hours worked including premium overtime compensation for all hours worked in excess of forty in a given workweek.

5. Thus, Defendant's conduct, as explained in detail below, is in violation of applicable federal and state wage and hour laws, including the Fair Labor Standards Act ("FLSA" or the "Act"), 29 U.S.C. § 201 *et seq.*, the Pennsylvania Minimum Wage Act ("PMWA"), 43 P.S. § 333.101 *et seq.*, the Pennsylvania Wage Payment and Collection Law ("WPCL"), 43 P.S. § 260.1 *et seq.*, and Pennsylvania common law.

SUMMARY OF CLAIMS

6. Plaintiff brings this action as a collective action to recover unpaid overtime wages, pursuant to the FLSA.

7. In particular, Plaintiff brings this suit on behalf of the following similarly situated persons:

All current and former Security Guards who have worked for Defendant in the Commonwealth of Pennsylvania during the statutory period covered by this Complaint and elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. § 216(b) ("Collective Class").

8. Plaintiff allege on behalf of the Collective Class that they are: (a) entitled to unpaid overtime wages for all hours worked in excess of forty in a work week; and (b) entitled to liquidated damages pursuant to the FLSA.

9. In addition, Plaintiff also brings this action as a state-wide class action to recover unpaid overtime wages pursuant to the PMWA, the WPCL, and common law (the "PA State Laws").

10. Specifically, Plaintiff brings this suit on behalf of a class of similarly situated

persons composed of:

All current and former Security Guards who have worked for Defendant in the Commonwealth of Pennsylvania during the statutory period covered by this Complaint (the “PA Class”).

11. Plaintiff allege on behalf of the PA Class that Defendant violated the PA State Laws by failing to pay overtime wages for all hours worked in excess of forty hours in a work week. In addition, Plaintiff alleges on behalf of the PA Class that they are entitled to liquidate damages pursuant to the PMWA and WPCL.

12. The Collective Class and the PA Class are collectively referred to herein as the “Classes.”

PARTIES

13. Plaintiff Archard “Archie” Simmons (“Simmons” or “Plaintiff”) is a resident of the Commonwealth of Pennsylvania who is employed by Defendant as a “Site Supervisor” at the Qwest Diagnostics facility located in Horsham, PA. While employed by Defendant, Plaintiff has been denied compensation for all hours worked in excess of forty in a workweek.

14. Plaintiff has consented in writing to be plaintiff in this action and hereby submits his executed Consent To Sue form as Exhibit “A.”

15. Defendant Allied Universal (“Allied Universal”) is the product of the merger between two companies: AlliedBarton Security Services and Universal Services of America. The merger was finalized in August of 2016. As set forth below, Defendant Allied Universal maintained one of its corporate headquarters in the geographic area encompassed within this jurisdictional district. During the Class Period, Defendant improperly failed to pay Security Guards for all hours worked in contravention of applicable law. Upon information and belief, at all relevant times, Defendant Allied Universal’s annual gross volume of sales made or business

done was not less than \$500,000.00.

16. Defendant Universal Protection Service, LLC (“Universal”) is, upon information and belief, a subsidiary of Defendant Allied Universal. Notably, Plaintiff’s paychecks were from Allied Universal. Upon information and belief, at all relevant times, Defendant Universal’s annual gross volume of sales made or business done was not less than \$500,000.00.

17. Plaintiff is unaware of the names and the capacities of those defendants sued as DOES 1 through 10 but will seek leave to amend this Complaint once their identities become known to Plaintiff. Upon information and belief, Plaintiff alleges that at all relevant times each defendant was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants. In engaging in the alleged conduct herein, defendants acted in the course, scope of, and in furtherance of the aforementioned relationship. Accordingly, unless otherwise specified herein, Plaintiff will refer to all defendants collectively as “Defendant” and each allegation pertains to each of the defendants.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 201 *et seq.*

19. This Court also has original jurisdiction over all claims in this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). This is a putative class action whereby: (a) the proposed Rule 23 class consists of over 100 or more members; (b) at least some of the members of the proposed class have a different citizenship from Defendant; and (c) the claims of the proposed Rule 23 class exceed \$5,000,000.00 in the aggregate.

20. Further, this Court also has supplemental jurisdiction over Plaintiff’ state law claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common nucleus of operative facts.

21. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) as a substantial part of the acts or omissions giving rise to the claims alleged herein occurred within this judicial district, and Defendant is subject to personal jurisdiction in this district.

22. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

FACTUAL ALLEGATIONS

23. The crux of the FLSA and PA State Laws is, *inter alia*, that all employees are entitled to premium overtime compensation for all hours worked in excess of 40 hours a week.

24. Contrary to these basic protections, Defendant failed to pay Plaintiff and members of the Classes for all hours worked in excess of forty in a workweek.

25. Plaintiff and the members of the Classes are, or were, Security Guards who worked at one or more of the facilities in which Defendant contracted with third parties to provide security services for.

26. Security Guards include both the hourly-paid security personnel and their hourly-paid supervisors (site supervisors) both of which provided security services for the third parties, who contracted with Defendant.

The Merger & Defendant's Reporting Structure

27. Allied Universal was formed in August 2016 with the merger of AlliedBarton Security Services ("AlliedBarton") and Universal Services of America ("Universal Services").

28. The merger was in response to consolidation in the U.S. security services market. Allied Universal now has approximately 140,000 individuals and maintains headquarters in Santa Ana, California and Conshohocken, Pennsylvania.

29. As a result of the merger, the Chief Executive Officer ("CEO") of Universal Services, Steve Jones, became the CEO of Allied Universal and the CEO of AlliedBarton

became the Chairman of the Board of Allied Universal.

30. After the merger, Allied Universal offered the following lines of services to its clients: (a) Allied Universal Security Systems, (b) Allied Universal Building Maintenance Services, and (c) Allied Universal Staffing Services.

31. Within Defendant's corporate structure, Security Guards who work at one of Defendant's client's locations report their hours to a regional/branch office. That office then, upon information and belief, reports the hours to one of Defendant's headquarters for payroll processing and distribution of paychecks.

32. One such regional/branch office is the King of Prussia office located at 150 South Warner Road, Suite 170, King of Prussia, Pennsylvania.

33. Upon information and belief, within the King of Prussia office, Thomas Eliason holds the title "Branch Manager for Pennsylvania."

Plaintiff's Experience

34. Plaintiff works as a Security Guard at the Qwest Diagnostics facility located in Horsham, Pennsylvania ("Qwest Horsham").

35. He has been employed by Defendant and/or one of its predecessor entities since 2007. He has been a supervisor since 2010.

36. He typically works five to six days per week, having off Saturdays and occasionally Sundays. His typical work day is eight to ten hours long. On occasion, he works a double shift thereby working upwards of ten to twelve hours that day.

37. Plaintiff was paid an hourly rate of \$13.90 per hour. Thus, his overtime rate was \$20.85 per hour.

38. Plaintiff and his fellow Security Guards at the Qwest Horsham location reported

their hours to Defendant's King of Prussia office.

Defendant's Failure To Pay All Overtime Worked

39. Plaintiff works as a Security Guard at the Qwest Horsham location.

40. At this location, Defendant calculates that it will require Security Guards to incur 253 hours providing security services for the Quest location as this is the time that Qwest wants the Security Guards protecting its property.

41. However, Security Guards at the Qwest Horsham location regularly incur overtime hours protecting the property due to, among other things, working past their scheduled shift due to a particularly busy day at the location and/or the location being short staffed.

42. Upon information and belief, Security Guards also incur overtime at other locations due to similar reasons – busy day at the location, being short staffed, tardy/absent colleagues.

43. Thus, Security Guards on occasion, work past their scheduled shift and/or work additional shifts which results in overtime being incurred.

44. Accordingly, Defendant is well aware of the fact that Security Guards can and do work in excess of forty hours per week.

45. Upon information and belief, since the merger, Defendant has been systematically failing to pay Security Guards for all hours worked – in particular premium compensation for hours worked in excess of forty in a workweek.

46. For example, in the week ending November 17, 2016, Plaintiff worked forty-eight (48) hours according to the work schedule. *See* Exhibit "B." The following week, Plaintiff worked sixty-one (61) hours according to Qwest Horsham schedule. *Id.* These times are also reflected in the Employee Sign-In sheets for each of these weeks. *See* Exhibit "C" and "D,"

respectively.

47. Yet, according to Plaintiff's Earnings Statement for each of these respective weeks, Plaintiff was only paid for forty (40) hours each week.¹ *See* Exhibits "E" and "F."

48. This failure to pay for all overtime worked, according to Plaintiff, has been an ongoing issue since, at least, October 2016.

49. Despite Plaintiff's repeated requests, Defendant has failed to reimburse Plaintiff for all overtime worked. Rather, on one occasion in December 2016, Defendant provided Plaintiff a check for 10 hours of work at his overtime rate of \$20.85. *See* Exhibit "G."

50. To date, Plaintiff has still not been paid for all hours worked.

51. Plaintiff is aware of other Security Guards, both at the Quest Horsham location and at other of Defendant's locations, who have not been paid for all overtime hours worked. Such locations include those that also report to Defendant's King of Prussia office such as Security Guards who work at the Comcast location in Horsham, Pennsylvania.

52. Defendant has been unjustly enriched to the detriment of the Classes by: (a) failing to pay Security Guards for all hours worked; (b) requiring Security Guards to forfeit all or part of their overtime compensation to Defendant; and (c) failing to pay Security Guards premium overtime compensation for all hours worked in excess of forty in a work week.

53. Evidence generally reflecting the number of uncompensated hours worked by Security Guards is in the possession of Defendant.

54. While Plaintiff is unable to state at this time the exact amount owed to the Classes, Plaintiff believes that such information will become available during the course of

¹ For the week ending November 24th, which was the week that included the Thanksgiving holiday, Plaintiff was paid his regular rate for 32 hours and his holiday rate (which is the same as his overtime rate) for 8 hours.

discovery. Irrespective of the foregoing, when an employer fails to keep complete and accurate time records, employees may establish the hours worked solely by their testimony and the burden of overcoming such testimony shifts to the employer. *See Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680 (1946).

CLASS & COLLECTIVE ACTION ALLEGATIONS

55. Plaintiff brings this action on behalf of the Collective Class as a collective action pursuant to the FLSA. Plaintiff also brings this action as a class action pursuant to F.R.C.P. 23 on behalf of herself and the PA Class for claims under the PA State Laws.

56. The claims under the FLSA may be pursued by those who opt-in to this case pursuant to 29 U.S.C. §216(b). The claims brought pursuant to the PA State Laws may be pursued by all similarly-situated persons who do not opt out of the PA Class pursuant to F.R.C.P. 23.

57. Upon information and belief, the members of each of the Classes are so numerous that joinder of all members is impracticable. While the exact number of the members of these Classes is unknown to Plaintiff at this time, and can only be ascertained through appropriate discovery, Plaintiff believes there are over forty individuals in each of the Classes.

58. Defendant has acted or has refused to act on grounds generally applicable to the Classes, thereby making final injunctive relief or corresponding declaratory relief with respect to the Classes as a whole, appropriate.

59. The claims of Plaintiff are typical of the claims of the Classes she seeks to represent. Plaintiff and the members of the Classes work or have worked for Defendant and were subject to the same compensation policies and practices, including not being compensated for all hours worked.

60. Common questions of law and fact exist as to the Classes that predominate over

any questions only affecting them individually and include, but are not limited to, the following:

- (a) whether Plaintiff and Security Guards were paid for all hours worked by Defendant;
- (b) whether Defendant has failed to pay overtime compensation for all hours worked in excess of 40 per workweek;
- (c) whether Plaintiff and members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages; and
- (d) whether Defendant is liable for attorney's fees and costs.

61. Plaintiff will fairly and adequately protect the interests of the Classes as his interests are in alignment with those of the members of the Classes. He has no interests adverse to the class he seeks to represent, and has retained competent and experienced counsel.

62. The class action/collective action mechanism is superior to other available methods for a fair and efficient adjudication of the controversy. The damages suffered by individual members of the Classes may be relatively small when compared to the expense and burden of litigation, making it virtually impossible for members of the Classes to individually seek redress for the wrongs done to them.

63. Plaintiff and the Classes he seeks to represent have suffered and will continue to suffer irreparable damage from the illegal policy, practice and custom regarding Defendant's pay practices.

64. Defendant has acted willfully and has engaged in a continuing violation of the FLSA and PA State Laws.

FIRST CLAIM FOR RELIEF
FAIR LABOR STANDARDS ACT OVERTIME WAGE VIOLATIONS
(On Behalf of the Collective Class)

65. Plaintiff, on behalf of himself and the Collective Class, re-alleges and

incorporates by reference the paragraphs above as if they were set forth again herein.

66. At all relevant times, Defendant has had gross revenues in excess of \$500,000.00.

67. At all relevant times, Defendant has been and continue to be, an employer engaged in interstate commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

68. At all relevant times, Defendant has employed, and/or continues to employ, Plaintiff and each of the Collective Class Members within the meaning of the FLSA.

69. At relevant times in the period encompassed by this Complaint, Defendant has a willful policy and practice of refusing to pay premium overtime compensation for all hours worked in excess of 40 hours per workweek due to Defendant's pay practice.

70. Defendant has violated and, continues to violate, the FLSA. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

71. Due to Defendant's FLSA violations, Plaintiff, on behalf of himself and the members of the Collective Class, are entitled to recover from the Defendant, compensation for unpaid wages; an additional equal amount as liquidated damages; and reasonable attorneys' fees and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

SECOND CLAIM FOR RELIEF
PENNSYLVANIA MINIMUM WAGE ACT- OVERTIME WAGE VIOLATIONS
(On Behalf of the PA Class)

72. Plaintiff, on behalf of himself and the members of the PA Class, re-alleges and incorporates by reference the paragraphs above as if they were set forth again herein.

73. At all relevant times, Defendant has employed, and/or continues to employ, Plaintiff and each of the PA Class Members within the meaning of the PMWA.

74. At relevant times in the period encompassed by this Complaint, Defendant has a willful policy and practice of refusing to pay premium overtime compensation for all hours worked in excess of 40 hours per workweek.

75. Pursuant to Defendants' policies and procedures, Plaintiff and the members of the PA Class were improperly all compensation due and owing including when a Security Guard worked in excess of forty hours in a particular week.

76. This did not compensate Security Guards premium overtime compensation in an amount at least equal to one and one-half times the applicable minimum wage for all hours worked in excess of forty in a workweek.

77. Defendant has violated and, continues to violate, the PMWA.

78. Due to the Defendant's violations, Plaintiff, on behalf of himself and the members of the PA Class, are entitled to recover from Defendant the amount of unpaid overtime wages, attorneys' fees and costs.

THIRD CLAIM FOR RELIEF
PENNSYLVANIA WAGE PAYMENT COLLECTION LAW
(On Behalf of the PA Class)

79. Plaintiff, on behalf of himself and the members of the PA Class, re-alleges and incorporates by reference the paragraphs above as if they were set forth again herein.

80. At all relevant times, Defendant has employed, and/or continues to employ, Plaintiff and each of the PA Class Members within the meaning of the WPCL.

81. Pursuant to the WPCL, Plaintiff and the members of the PA Class were entitled to receive all compensation due and owing to them on their regular payday.

82. As a result of Defendant's unlawful policies, Plaintiff and the members of the PA Class have been deprived of compensation due and owing.

83. Plaintiff, on behalf of himself and the members of the PA Class, are entitled to recover from Defendant the amount of unpaid compensation, and an additional amount of 25% of the unpaid compensation as liquidated damages.

FOURTH CLAIM FOR RELIEF
PENNSYLVANIA COMMON LAW – UNJUST ENRICHMENT
(On Behalf of the PA Class)

84. Plaintiff, on behalf of herself and the PA Class Members, re-alleges and incorporates by reference the paragraphs above as if they were set forth again herein.

85. Plaintiff and the members of the PA Class were employed by Defendant within the meaning of the PA State Laws.

86. At all relevant times, Defendant has a willful policy and practice of denying Security Guards their full compensation for all hours worked in excess of forty in a workweek.

87. During the class period covered by this Complaint, Defendant has a willful policy and practice of having Security Guards subsidize Defendant's business expenses by requiring Security Guards to effectively forfeit a portion of their compensation due and owing to Defendant.

88. Defendant retained the benefits of these unlawful forfeitures from Plaintiff and Security Guards under circumstances which rendered it inequitable and unjust for Defendant to retain such benefits.

89. Defendant was unjustly enriched by subjecting Plaintiff and the members of the PA Class to such unlawful deductions.

90. As direct and proximate result of Defendant's unjust enrichment, Plaintiff and the members of the PA Class have suffered injury and are entitled to reimbursement, restitution, and disgorgement from Defendant of the benefits conferred by Plaintiff and the PA Class.

91. Plaintiff, on behalf of himself and the members of the PA Class, are entitled to

reimbursement, restitution, and disgorgement of monies received by Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and/or on behalf of himself and all other similarly situated members of the Collective Class and members of the PA Class:

A. Designation of this action as a collective action on behalf of the Collective Class, and prompt issuance of notice pursuant to 29 U.S.C. §216(b), apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. §216(b);

B. Designation of the action as a class action under F.R.C.P. 23 on behalf of the PA Class;

C. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and PMWA;

D. An injunction against Defendant and its officers, agents, successors, employees, representatives and any and all persons acting in concert with it, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;

E. An award of unpaid overtime wages to Plaintiff and the members of the Classes;

F. Restitution of wages and gratuities improperly retained by Defendant;

G. An award of liquidated damages to Plaintiff and members of the Classes;

H. An award of costs and expenses of this action together with reasonable attorneys' and expert fees to Plaintiff and members of the Classes; and

I. Such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

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

Date: March 7, 2017

Respectfully submitted,
KALIKHMAN & RAYZ, LLC



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Counsel for Plaintiff and the Proposed Class

EXHIBIT “A”

CONSENT TO BECOME A PARTY PLAINTIFF

1. I, Archard Simmons, consent to sue as a Plaintiff in this action, pursuant to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.

2. During the applicable period, I was an employee of Defendants and was not paid the mandated minimum wage for all hours worked.

3. By my signature below, I hereby authorize counsel to prosecute the claims in my name and on my behalf, in this action, for Defendants' improper use of a tip credit and failure to pay minimum wages as required under federal law.

2-1-17
Date

Archard Simmons
Print Name

Richard Simmons
Signature

EXHIBIT “B”

Quest - Horsham Schedule

Date/Time	Supervisor	Fri.	Sat.	SUN.	MON.	Tue.	Wed.	Thurs.
	Simmons	Nov 11	Nov 12	Nov 13	Nov 14	Nov 15	Nov 16	Nov 17
8AM-4PM		SIMMONS			6 HR SIMMONS	SIMMONS	SIMMONS	10 HR SIMMONS
4PM-12AM								
9PM-6AM			X	X				
12AM-8AM				*** SIMMONS				
8AM-4PM	800BLDG		X	X				
Date/Time	Supervisor	Fri.	Sat.	SUN.	MON.	Tue.	Wed.	Thurs.
	Simmons	Nov 18	Nov 19	Nov 20	Nov 21	Nov 22	Nov 23	Nov 24
8AM-4PM		SIMMONS			10 HRS SIMMONS	9 HRS SIMMONS	SIMMONS	SIMMONS
4PM-12AM	** SIMMONS			6 HRS SIMMONS			SIMMONS	SIMMONS
9PM-6AM			X	X				
12AM-8AM								
8AM-4PM			X	X				closed

week ending 17th →

week ending 24th →

Simmons worked 21 HRS over time

EXHIBIT “C”

Week ending 17th

Nov 17TH, 2016

EMPLOYEE SIGN-IN



Week Ending Date 11-17-16

Page 1 of 1

Comet Diagnostics

Address:

900 Business Drive Horsham Pa 19044

Job #:

GM-633672

Employee Name	DATE		11-1-16	11-12-16	11-13-16	11-14-16	11-15-16	11-16-16	11-17-16	TOTAL
	DAY		Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	
Print: A. SIMMONS - [REDACTED] Sign:	in	8 AM	8			12 AM	8 AM	8 AM	8 AM	48
	out	4 PM				2 PM	4 PM	4 PM	6 PM	
[REDACTED] Sign:	in	4 PM	8		4 PM	2 PM		12 AM	12 AM	42
	out	12 AM		12 AM	12 AM	12 AM		8 AM	8 AM	
Print: [REDACTED] Sign:	in	12 AM	8	12 AM	12 AM		4 PM	4 PM		40.75
	out	8 AM		8:45 AM	8 AM		12 AM	12 AM		
[REDACTED] Sign:	in	8 AM	8			8 AM	8 AM	8 AM	8 AM	40
	out	4 PM				4 PM	4 PM	4 PM	4 PM	
Print: [REDACTED] Sign:	in	9 PM	9			9 PM	9 PM		9 PM	36
	out	6 AM				6 AM	6 AM		6 AM	
Print: [REDACTED] Sign:	in			8:15 AM	7:25 AM				6 PM	13.25
	out			4 PM					12 AM	
Print: [REDACTED] Sign:	in			4 PM	8 AM	8 AM				16
	out			12 AM	4 PM					
Print: [REDACTED] Sign:	in							9 PM		9
	out							6 AM		
Print: [REDACTED] Sign:	in						12 AM			8
	out						8 AM			
TOTAL:			41	24	24	41	41	41	41	253

TIME VERIFIED BY _____

EXHIBIT “D”

Week ending 24TH

Nov 24TH, 2016

EMPLOYEE SIGN-IN



Week Ending Date 11-24-16
Page 1 of 1

Client: Diagnostix

Address:

900 Business Drive Horsham Pa 19044

Job #:

GM-533672

Employee Name	DATE		11-18-16		11-19-16		11-20-16		11-21-16		11-22-16		11-23-16		11-24-16		TOTAL
	DAY		hrs		hrs		hrs		hrs		hrs		hrs		hrs		
Print: A. Simmons-	in	8 AM	12 HR			6 PM	6	8 AM	10 HR	8 AM	9	8 AM	12 HR	8 AM	12 HR	61	
Sign:	out	8 PM				12 AM		6 PM		5 PM		8 PM	8 PM				
Print: [Redacted]	in	12 AM	8	12 AM	8:45 AM	12 AM	8					12 AM	8	12 AM	8	40.75	
Sign:	out	8 AM		8:45 AM		8 AM						8 AM		8 AM			
Print: [Redacted]	in	8 PM	4									8 PM	4			8	
Sign:	out	12 AM										12 AM					
Print: [Redacted]	in	8 AM	8					8 AM	8	8 AM	8	8 AM	8	8 AM	8	32	
Sign:	out	4 PM						4 PM		4 PM		4 PM		4 PM			
Print: [Redacted]	in	9 PM	9					9 PM	9	9 PM	9		9	9 PM	9	36	
Sign:	out	6 AM						6 AM		6 AM				6 AM			
Print: [Redacted]	in			8:45 AM	7:25 AM			6 PM	6					8 PM	4	17.25	
Sign:	out			4 PM				12 AM						12 AM			
Print: [Redacted]	in			4 PM	8	8 AM	10 HR			5 PM	7					25	
Sign:	out			12 AM		6 PM				12 AM							
Print: [Redacted]	in							12 AM	8	12 AM	8	9 PM	9			25	
Sign:	out							8 AM		8 AM		6 AM					
Print:	in																
Sign:	out																
TOTAL:			41	24		24		41	41	41		33				245	

TIME VERIFIED BY

* [Redacted Signature]

EXHIBIT “E”

Universal Protection Service, LLC
 1551 N. Tustin Ave., Ste 650
 Santa Ana, CA 92705
 (714)619-9700

Page 001 of 001
 Period Beg/End 11/11/2016 - 11/17/2016
 Advice Date: 11/23/2016
 Advice Number: 25244673
 Batch Number: 40286
 Employee No: [REDACTED]

ARCHARD SIMMONS
 [REDACTED]
 [REDACTED]
 [REDACTED]

Exemptions Addl Status
 Fed: 2 \$0.00 Single
 State: 2 \$0.00

Gross Pay	Current	YearToDate	Misc Income/Adj	Current	YearToDate
Wages	556.00	1939.05			
Misc Income/Adj	.00	.00			
Total Gross Pay	556.00	1939.05			
Deductions					
Pre-tax	44.43	152.20			
Taxes	114.23	7695.06			
Additional Deductions	1.16	3.48			
Total Deductions	159.82	7850.74			
NET PAY	396.18	1153.31			
Federal Earnings	511.57	31638.44			
FICA Earnings	511.57	31638.44			
Wages					
	Reg	Prm	Reg	OT	DT
WkEnding Type	Rate	Rate	Hours	Hours	Hours
11/17/16 Regular	13.900		40.00		
		Total	40.00	.00	.00
Taxes					
Federal W/H				27.96	2897.92
FICA				31.72	1961.55
Medicare				7.42	458.79
PA W/H				15.71	971.32
PA SUI W/H				.47	22.55
PA, Philadelphia Cit				19.95	1236.93
PA LST, Hershaw Twp				1.00	46.00
Additional Deductions					
Vol Employee SUI Lif				1.16	3.48

Universal Protection Service, LLC
 1551 N. Tustin Ave., Ste 650
 Santa Ana, CA 92705

Advice Number: 25244673
 Advice Date: 11/23/2016

Deposited to the account of	Account Number	Amount
ARCHARD SIMMONS	XXXXXXXX4971	396.18

NON-NEGOTIABLE

EXHIBIT “F”

EXHIBIT “G”

Universal Protection Service, LLC
 1551 N. Tustin Ave., Ste 650
 Santa Ana, CA 92705
 (714)619-9700

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 Period Beg/End 11/25/2016 - 12/01/2016
 Advice Date: 12/05/2016
 Advice Number: 25345377
 Batch Number: 40356
 Employee No: [REDACTED]

ARCHARD SIMMONS
 [REDACTED]
 [REDACTED]
 [REDACTED]

Exemptions Addl Status
 Fed: 2 \$0.00 Single
 State: 1 \$0.00

Gross Pay	Current	YearToDate	Misc Income/Adj	Current	YearToDate
Wages	208.50	2759.15			
Misc Income/Adj	.00	.00			
Total Gross Pay	208.50	2759.15			
Deductions					
Pre-tax	.00	200.51			
Taxes	32.62	7857.26			
Additional Deductions	.00	4.64			
Total Deductions	32.62	8062.41			
NET PAY	175.88	1952.74			
Federal Earnings	208.50	32410.23			
FICA Earnings	208.50	32410.23			
Wages					
	Reg	Prem	Reg	OT	DT
WkEnding Type	Rate	Rate	Hours	Hours	Hours
12/01/16 Adjustment	20.850		10.00		
			Total	10.00	.00 .00
Taxes					
Federal W/H		.95			3044.59
FICA		12.93			2009.40
Medicare		3.02			469.98
PA W/H		6.40			995.01
PA SUI W/H		.19			23.25
PA, Philadelphia Cit		8.13			1267.03
PA 1ST, Horsham Twp		1.00			48.00
Additional Deductions					
Vol Employee SUP Lif					4.64

Universal Protection Service, LLC
 1551 N. Tustin Ave., Ste 650
 Santa Ana, CA 92705

Advice Number: 25345377
 Advice Date: 12/05/2016

Deposited to the account of	Account Number	Amount
ARCHARD SIMMONS	XXXXXXXX4971	175.88

NON-NEGOTIABLE

JS 44 (Rev. 12/07)

PBT

CIVIL COVER SHEET

17cv. 1029

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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Simmons, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Philadelphia, PA

(c) Attorney's (Firm Name, Address, and Telephone Number) Kalikhman & Rayz, LLC 1051 County Line Road, Suite "A" Huntingdon Valley, PA 19006 (215) 364-5030

DEFENDANTS

Allied Universal, et al.

County of Residence of First Listed Defendant Conshohocken, PA

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

Attorneys (If Known) TR

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

(For Diversity Cases Only)

- 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)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, 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
7 Appeal to District Judge from Magistrate Judgment

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: Violation of the Fair Standards Labor Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMANDS CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 3/8/17

SIGNATURE OF ATTORNEY OF RECORD

MAR - 8 2017

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 to indicate the category of the case for the purpose of assignment to appropriate calendar.

17 1029

Address of Plaintiff: c/o Kalikhman & Rayz, LLC 1051 County Line Rd., Suite "A" Huntingdon Valley, PA

Address of Defendant: Eight Tower Bridge 161 Washington Street Suite 600 Conshohocken, PA 19428

Place of Accident, Incident or Transaction: Eastern District of Pennsylvania (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes [] No [x]

Does this case involve multidistrict litigation possibilities?

Yes [] No [x]

RELATED CASE, IF ANY:

Case Number: Judge Date Terminated:

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?
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?
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 in this court?
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

CIVIL: (Place check 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) 29 U.S.C. § 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

(Check Appropriate Category)

I, Arkady "Eric" Rayz, Esq., counsel of record do hereby certify: Pursuant to Local Civil Rule 53.2, Section 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: 3/8/2017

Attorney-at-Law

87976

Attorney I.D.#

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

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

DATE: 3/8/2017

Attorney-at-Law

87976

Attorney I.D.#

MAR - 8 2017

PBT

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

CASE MANAGEMENT TRACK DESIGNATION FORM

SIMMONS

v.

ALLIED UNIVERSAL, et al.

:
:
:
:
:
:

CIVIL ACTION

17 1029

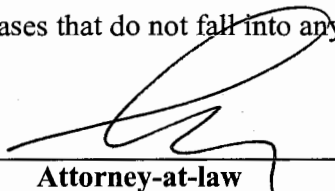
NO.

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.) (x)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

3/8/17
Date


Attorney-at-law

Plaintiff
Attorney for

(215) 364-5030
Telephone

(215) 364-5029
FAX Number

erayz@kalraylaw.com
E-Mail Address

MAR - 8 2017

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Security Guards Weren't Paid Overtime, Suit Says](#)
