

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BENJAMIN JANKOWSKI,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

**AT&T SERVICES, INC. and
ILLINOIS BELL TELEPHONE
COMPANY, LLC**,

Defendants.

Case No.

COLLECTIVE AND CLASS
ACTION COMPLAINT

JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT

Plaintiff Benjamin Jankowski (“Plaintiff”), individually and on behalf of all others similarly situated, by and through his attorneys at Brown, LLC, hereby brings this Collective and Class Action Complaint against Defendants AT&T Services, Inc. (“AT&T Services”) and Illinois Bell Telephone Company, LLC (“Illinois Bell”) (collectively “Defendants”), and alleges as follows upon personal knowledge as to himself and his own acts, and upon information and belief as to all other matters:

INTRODUCTION

1. Plaintiff brings this action under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, and the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1 *et seq.*, to recover unpaid overtime compensation arising from Defendants’ failure to record and pay for all compensable work performed by hourly-paid Premises Technicians.

2. Defendants employ Premises Technicians to install, activate, test, maintain, and repair telecommunications services and equipment at customer premises throughout Illinois.

3. Premises Technicians are paid by the hour and are scheduled to begin and end work at specified times. Defendants nevertheless require or permit Premises Technicians to perform necessary preparatory and concluding duties outside their recorded work time.

4. Before recording the start of their shifts, Premises Technicians must be ready to begin field work, including by powering and preparing required electronic devices and applications, gathering and preparing equipment and supplies, preparing assigned vehicles, and complying with Defendants' work-apparel and safety-readiness requirements.

5. After recording the end of their shifts, Premises Technicians also perform or have performed necessary concluding duties, including organizing assigned vehicles, unloading and reloading equipment and supplies, completing required customer follow-up, and related work that Defendants know or have reason to know is being performed.

6. Defendants' scheduling, timekeeping, productivity, and overtime-authorization practices fail to capture all such work and result in unpaid overtime compensation recoverable under federal and Illinois law.

JURISDICTION AND VENUE

7. This Court has subject-matter jurisdiction over Plaintiff's FLSA claim under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

8. This Court has supplemental jurisdiction over Plaintiff's related Illinois-law claims under 28 U.S.C. § 1367 because those claims arise from the same common nucleus of operative facts as the FLSA claim.

9. This Court has general personal jurisdiction over Illinois Bell because it is an Illinois limited liability company with its principal office in Chicago, Illinois.

10. This Court has specific personal jurisdiction over AT&T Services because it administered and paid compensation for Plaintiff and other hourly-paid Premises Technicians for work performed in Illinois, and the claims of Plaintiff and the putative FLSA Collective and Illinois Class arise from those Illinois-related payroll and employment activities.

11. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to these claims occurred in this District.

12. Assignment to the Eastern Division is appropriate because Plaintiff worked in Chicago and surrounding areas, the relevant facilities and supervisors were located in this Division, and the alleged unpaid work occurred in this Division.

PARTIES

13. Plaintiff Benjamin Jankowski is a resident of Cook County, Illinois.

14. Plaintiff worked for Defendants as an hourly-paid Premises Technician from approximately January 18, 2008, through August 19, 2025.

15. Defendant AT&T Services, Inc. is a Delaware corporation registered to do business in Illinois.

16. During the relevant period, AT&T Services administered payroll, issued wage statements, and paid compensation to Plaintiff and other hourly-paid Premises Technicians.

17. Defendant Illinois Bell Telephone Company, LLC is an Illinois limited liability company with its principal office in Chicago, Illinois.

18. On information and belief, during the relevant period, Illinois Bell controlled or participated in the Illinois telecommunications field operations through which Plaintiff and other hourly-paid Premises Technicians performed their work.

19. At all relevant times, each Defendant was an “employer” within the meaning of 29 U.S.C. § 203(d) and 820 ILCS 105/3.

DEFENDANTS’ JOINT EMPLOYMENT AND COMMON CONTROL

20. Defendants jointly employed Plaintiff and other hourly-paid Premises Technicians or, alternatively, each Defendant employed Premises Technicians during portions of the relevant period.

21. During the relevant period, AT&T Services administered payroll, issued wage statements, paid wages and overtime compensation, applied payroll coding, and maintained compensation records for Plaintiff and other hourly-paid Premises Technicians.

22. On information and belief, during the relevant period, Illinois Bell operated or participated in the Illinois field operations through which Plaintiff and other hourly-paid Premises Technicians performed their work, including reporting locations, supervision, schedules, work methods, vehicles, equipment, customer assignments, productivity requirements, and operational and safety expectations.

23. On information and belief, Defendants jointly administered or relied upon common timekeeping, dispatch, electronic-device, overtime-authorization, and labor-relations systems applicable to Plaintiff and other hourly-paid Premises Technicians.

24. Defendants each benefited from the work performed by Plaintiff and other hourly-paid Premises Technicians, including the pre-shift and post-shift work alleged in this Complaint.

25. The precise allocation of employment functions between Defendants is within their possession and control. Plaintiff therefore pleads joint employment and alternative employment relationships under Federal Rule of Civil Procedure 8(d).

FACTUAL ALLEGATIONS¹

Defendants' Telecommunications Business

26. Defendants operate or participate in telecommunications businesses that provide services across state lines and through interstate instrumentalities of commerce.

27. At all relevant times, Defendants constituted or participated in an enterprise engaged in commerce whose annual gross volume of sales made or business done exceeded \$500,000.

28. Hourly-paid Premises Technicians install, activate, test, maintain, and repair telecommunications wiring, customer-premises equipment, Voice over Internet Protocol services, internet-enabled products and services, fiber connections, and related facilities used in interstate commerce.

29. Hourly-paid Premises Technicians regularly handle goods, materials, devices, vehicles, and equipment that have moved in interstate commerce and perform work directly supporting Defendants' interstate telecommunications operations.

30. Plaintiff and other hourly-paid Premises Technicians are employees engaged in commerce or in the production of goods for commerce and are employed by an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA.

Common Job Requirements and Time-Control Practices

31. During the relevant period, Defendants treated the Premises Technician position as a standardized hourly-paid job classification and subjected employees holding that position to common or substantially similar job duties, scheduling requirements, work-apparel standards, vehicle and equipment requirements, monitoring practices, and compensation policies.

¹ The allegations in this Complaint, unless otherwise specified, refer to the time period of three years prior to the filing of this Complaint through the date of judgment.

32. Defendants required Premises Technicians to perform installation and maintenance work at customer premises, handle customer-premises equipment, test services, complete field connections, provide customer instruction, and perform related dispatched work.

33. Defendants required Premises Technicians to comply with designated company-branded apparel and safety-readiness standards and reserved the right to determine and change their work schedules.

34. Defendants assigned Premises Technicians company devices, vehicles, equipment, and supplies needed to perform their field duties.

35. Defendants also used electronic systems to dispatch, monitor, and record the work performed by Premises Technicians.

36. Defendants treated Premises Technicians as hourly employees eligible for overtime compensation and paid them one and one-half times their regular rates for recorded overtime hours worked over forty in a workweek.

37. Defendants nevertheless maintained practices that pressured Premises Technicians to record precisely scheduled start and end times while also expecting them to be fully prepared to begin field work at the scheduled start and to complete necessary concluding duties without disrupting productivity metrics or incurring unapproved overtime.

38. The garage-based preparatory and concluding work alleged herein was performed at garages and other reporting locations owned, leased, operated, or controlled by Defendants, using lockers, storage areas, equipment, supplies, and company vehicles provided, maintained, assigned, or controlled by one or both Defendants.

Unpaid Pre-Shift Work

39. Before their recorded start times, hourly-paid Premises Technicians performed necessary preparatory work at garages and other assigned reporting locations owned, leased, operated, or controlled by Defendants so that they were ready to begin field duties at the scheduled start of their shifts.

40. As part of this recurring pre-shift sequence, Premises Technicians powered on employer-issued work phones or other devices, waited for required dispatch and timekeeping applications to load, retrieved or organized equipment and supplies when needed, and prepared assigned vehicles. Once the electronic system was operational and the scheduled start time arrived, technicians used that system to record the beginning of their shifts.

41. The electronic punch function was not available until the required device and applications were powered on and loaded. As a result, the startup work necessarily occurred before the employee could use that same device to record the beginning of the shift.

42. Technicians who reported to garages also, when needed, retrieved customer-premises equipment, tools, and supplies from lockers or storage areas and placed or organized those materials in assigned vehicles. During warm-weather periods, technicians sometimes prepared required water or hydration materials.

43. By the scheduled start time, Defendants required hourly-paid Premises Technicians to be wearing designated company-branded apparel, required safety equipment, and approved footwear and to be ready for work.

44. Through their practices and supervisory expectations, Defendants discouraged Premises Technicians from recording time before the scheduled start without authorization, while treating

employees as late or subject to discipline if they were not punched in and ready at the scheduled start time.

45. Plaintiff regularly powered on his employer-issued work phone, waited for the device and required applications to load, and prepared the electronic system used to receive assignments and record time. When needed, he also retrieved equipment or supplies and placed or organized them in his assigned vehicle before recording his start time.

46. These activities required recurring and measurable pre-shift time, including several minutes necessary to power and load the electronic system before technicians could record their start times.

47. On information and belief, other hourly-paid Premises Technicians who worked for Defendants during the relevant period performed materially similar preparatory work under the same or substantially similar readiness, scheduling, device, timekeeping, and field-operation requirements.

48. Defendants did not record or pay Plaintiff and other hourly-paid Premises Technicians for pre-shift work performed outside their recorded hours.

Unpaid Post-Shift Work

49. Defendants also required or expected hourly-paid Premises Technicians to maintain assigned vehicles, equipment, and supplies in a condition that allows them to perform dispatched work efficiently.

50. During the workday, equipment and customer-premises supplies are repeatedly moved into and out of assigned vehicles, causing the vehicles to become disorganized and requiring periodic unloading, sorting, and reloading.

51. Hourly-paid Premises Technicians also have concluding responsibilities that may include: returning or retrieving equipment and supplies; organizing, unloading, sorting, or reloading assigned vehicles and equipment; completing training or administrative tasks; and making required customer follow-up communications.

52. Defendants discourage Premises Technicians from remaining punched in after the scheduled end of the shift without prior overtime authorization, even when necessary concluding duties remain unfinished.

53. As a result, hourly-paid Premises Technicians sometimes recorded the end of their shifts and then continued performing required or permitted concluding duties.

54. For instance, Plaintiff regularly remained at the garage after recording the end of his shift to organize, unload, or reload his assigned vehicle and equipment so that he could locate necessary materials and efficiently perform his duties during the next workday.

55. Supervisors were present at the garages and observed or had reason to know that Plaintiff and other hourly-paid Premises Technicians performed post-shift work, but did not ensure that all such time was recorded and paid.

56. Defendants failed to record or pay Plaintiff and other hourly-paid Premises Technicians for post-shift work performed outside their recorded hours.

Defendants' Knowledge, Records, and Willfulness

57. Defendants had actual or constructive knowledge of the unpaid work because they established the schedules, readiness requirements, timekeeping rules, device and application requirements, vehicle and equipment responsibilities, productivity standards, and overtime-authorization practices that caused the work to occur outside recorded time.

58. Defendants' supervisors were regularly present at reporting locations and observed or had reason to know that Premises Technicians prepared devices, equipment, supplies, and vehicles in proximity to their recorded start and end times.

59. On information and belief, electronic records maintained by or available to Defendants are capable of reflecting when work devices were activated, when applications were opened, when employees punched in and out, when assignments were dispatched or completed, and when company vehicles moved or returned to reporting locations.

60. Defendants failed to reconcile these records with payroll records or otherwise ensure that all compensable work was recorded and paid.

61. Defendants knew that hourly-paid Premises Technicians worked more than forty hours in at least some workweeks and paid overtime premiums for recorded overtime while excluding unrecorded pre-shift and post-shift work from the overtime calculation.

62. Plaintiff worked more than forty hours in at least one workweek during the June 29 through July 12, 2025, pay period. His July 18, 2025, wage statement reports 84 hours and 41 minutes of regular time for that two-week pay period and a separate "PREMIUM 0.5" payment covering 20 hours and 39 minutes, confirming that his recorded hours exceeded forty in at least one of those workweeks. During that same workweek, Plaintiff also performed the recurring pre-shift and/or post-shift work alleged above, but Defendants did not record that additional time or include it in calculating his total hours worked and overtime compensation.

63. Defendants failed to maintain accurate records of all hours worked by Plaintiff and other hourly-paid Premises Technicians.

64. Defendants' violations were willful because Defendants knew or showed reckless disregard for whether their practices failed to compensate Premises Technicians for all hours worked, including overtime hours.

COLLECTIVE ACTION ALLEGATIONS

65. Plaintiff brings Count I as a collective action under 29 U.S.C. § 216(b) on behalf of himself and the FLSA Collective.

66. The FLSA Collective is defined as:

All current and former hourly-paid Premises Technicians who worked for Defendants in Illinois at any time during the three years preceding the commencement of this action through the date of final judgment.

67. Plaintiff and the FLSA Collective are similarly situated because they share a common hourly-paid Premises Technician job classification, materially similar field duties, common scheduling and compensation provisions, use employer-provided devices, vehicles, equipment, and work systems, and are affected by Defendants' common time-control and readiness practices.

68. Questions of law and fact common to Plaintiff and the FLSA Collective include, but are not limited to, the following: whether the pre-shift and post-shift activities are compensable work; whether Defendants required, permitted, knew of, or had reason to know about the work; whether Defendants failed to record the work; whether the omitted time caused unpaid overtime; and whether Defendants acted willfully.

69. Defendants' liability can be established through common evidence, including job descriptions, work-apparel and readiness standards, schedules, timekeeping policies, device and application records, dispatch data, vehicle data, productivity metrics, overtime-authorization policies, payroll records, and representative testimony.

70. Plaintiff's claims are similar to those of the FLSA Collective because he held the same job title, was paid hourly, performed the same core duties, used the same types of devices and work systems, and experienced the same material off-the-clock practices.

71. The names and addresses of the FLSA Collective Members are available from Defendants' records, and notice should be issued to permit them to file written consents to join this action.

RULE 23 CLASS ACTION ALLEGATIONS

72. Plaintiff brings Count II under Federal Rule of Civil Procedure 23(a) and 23(b)(3) on behalf of himself and the Illinois Class.

73. The Illinois Class is defined as:

All current and former hourly-paid Premises Technicians who worked for Defendants in Illinois at any time during the three years preceding the commencement of this action through the date of final judgment.

74. The Illinois Class is ascertainable from objective criteria contained in Defendants' payroll, personnel, job-title, work-location, and employment-date records.

75. The Illinois Class Members are so numerous that joinder is impracticable. On information and belief, the Illinois Class likely consists of at least 40 employees.

76. Questions of law and fact common to the Illinois Class include, but are not limited to, the following: whether the identified preparatory and concluding activities constitute compensable work; whether Defendants required, permitted, knew of, or had reason to know about the work; whether Defendants failed to record and pay for all such work; whether the omitted time caused unpaid overtime; whether Defendants violated the IMWL; and the appropriate measure of class-wide relief.

77. Plaintiff's claims are typical of the claims of the Illinois Class because he worked as an hourly-paid Premises Technician in Illinois, was subject to the same material scheduling, readiness, timekeeping, device, equipment, vehicle, and overtime-authorization practices, and was denied compensation for the same types of work.

78. Plaintiff will fairly and adequately protect the interests of the Illinois Class. Plaintiff has no interests antagonistic to the Class and has retained counsel experienced in wage-and-hour and complex employment litigation.

79. Common questions predominate over individualized questions because liability turns principally on Defendants' standardized job requirements, schedules, timekeeping mechanisms, electronic records, readiness expectations, productivity practices, and compensation policies.

80. A class action is superior to individual actions because the individual wage losses may be too small to justify separate litigation, common adjudication will conserve judicial and party resources, and class treatment will provide consistent resolution of the common issues.

81. The prosecution of separate actions would create a risk of inconsistent adjudications and would impose duplicative burdens on the parties and the Court.

82. Plaintiff seeks certification of the Illinois Class, appointment as class representative, and appointment of his counsel as class counsel.

COUNT I

Violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* Failure to Pay Overtime Wages (Against Both Defendants)

83. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

84. Plaintiff brings this count individually and on behalf of the FLSA Collective.

85. Plaintiff and the FLSA Collective Members are or were employees covered by the FLSA, and Defendants are or were their employers within the meaning of the FLSA.

86. Under 29 U.S.C. § 207(a), Defendants were required to pay Plaintiff and the FLSA Collective Members at one and one-half times their regular rates for all hours worked over forty in a workweek.

87. Under 29 C.F.R. §§ 785.11 through 785.13, work that an employer suffers or permits, including work performed before or after a shift or away from the premises, is compensable when the employer knows or has reason to believe that the work is being performed.

88. The device and application startup, equipment and supply handling, and vehicle-preparation activities alleged above were integral and indispensable to Premises Technicians' principal duties because those activities were required to access the electronic dispatch and timekeeping systems, receive assignments, obtain necessary equipment and supplies, and begin dispatched field work.

89. Defendants employed Plaintiff and the FLSA Collective Members for more than forty hours in one or more workweeks without including all compensable pre-shift and post-shift work in their hours worked and without paying the required overtime compensation.

90. Defendants' violations were willful within the meaning of 29 U.S.C. § 255(a).

91. Under 29 U.S.C. § 216(b), Plaintiff and the FLSA Collective Members are entitled to unpaid overtime compensation, an equal amount as liquidated damages, reasonable attorneys' fees, costs, and all other relief authorized by law.

COUNT II

Violation of the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* Failure to Pay Overtime Wages (Against Both Defendants)

92. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

93. Plaintiff and the Illinois Class Members are or were employees covered by the IMWL, and Defendants are or were their employers within the meaning of the IMWL.

94. Under 820 ILCS 105/4a, Defendants were required to pay Plaintiff and the Illinois Class Members at one and one-half times their regular rates for all hours worked over forty in a workweek.

95. Under 56 Ill. Admin. Code § 210.110, “hours worked” includes all time an employee is required to be on duty, on the employer’s premises, or at another prescribed place of work, as well as any additional time the employee is required or permitted to work. As construed in *Johnson v. Amazon.com Servs. LLC*, 177 F.4th 904 (7th Cir. 2026), the IMWL does not incorporate the federal Portal-to-Portal Act’s exclusion for preliminary or postliminary activities or a general “benefit of the employer” limitation absent from Illinois law.

96. Plaintiff and the Illinois Class Members spent time performing the pre-shift and post-shift work alleged above while required to be on duty, on Defendants’ premises or at other prescribed places of work, and/or while otherwise required or permitted to work for Defendants. That time constituted “hours worked” under the IMWL.

97. Yet when calculating the total weekly hours worked by Plaintiff and the Illinois Class Members, Defendants failed to account for time spent performing pre-shift and post-shift work.

98. Defendants failed to pay Plaintiff and the Illinois Class Members all overtime compensation owed to them under the IMWL.

99. Under 820 ILCS 105/12(a), Plaintiff and the Illinois Class Members are entitled to treble the amount of their underpayments, damages of five percent of the underpayments for each month the underpayments remain unpaid, reasonable attorneys' fees, costs, and all other relief authorized by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the FLSA Collective and Illinois Class, respectfully requests that the Court:

- A. Designate this action as an FLSA collective action under 29 U.S.C. § 216(b);
- B. Authorize notice to members of the FLSA Collective and permit them to join by filing written consents;
- C. Certify the Illinois Class under Federal Rule of Civil Procedure 23(a) and 23(b)(3);
- D. Permit Plaintiff to proceed as the representative plaintiff for the FLSA Collective;
- E. Appoint Plaintiff as the representative of the Illinois Class;
- F. Appoint Plaintiff's counsel as counsel for the FLSA Collective and the Illinois Class;
- G. Declare that Defendants violated the FLSA and the IMWL;
- H. Award Plaintiff, the FLSA Collective, and the Illinois Class all unpaid overtime compensation proven at trial;
- I. Award liquidated damages under the FLSA in an amount equal to the unpaid overtime compensation;
- J. Award the statutory damages available under the IMWL, including treble underpayments and monthly damages, without duplicative recovery;

- K. Award reasonable attorneys' fees and costs under the FLSA and IMWL;
- L. Award pre-judgment and post-judgment interest to the extent permitted by law; and
- M. Grant such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

Dated: July 27, 2026

/s/ Jason T. Brown

Jason T. Brown

Achchana Ranasinghe (PHV motion forthcoming)

Nicholas Conlon (PHV motion forthcoming)

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