

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

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CHRISTOPHER AHRENDT, *individually*, :  
*And on behalf of all others similarly* :  
*situated,* :

Plaintiff, :

v. :

WIPRO, LLC :

Defendant. :  
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CIVIL ACTION NO.: \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COLLECTIVE ACTION COMPLAINT**

Plaintiff, **CHRISTOPHER AHRENDT** (hereinafter referred to as “Plaintiff”) individually and on behalf of all others similarly situated, by and through his attorneys, **BROWN, LLC**, hereby files this Collective Action Complaint against Defendant WiPro, LLC (hereinafter referred to as “Defendant”), and alleges of his own knowledge and conduct and upon information and belief as to all other matters, as follows:

**INTRODUCTION**

1. Plaintiff brings this action, individually and as a collective action on behalf of all other call center agents who elect to opt-in to this action to recover unpaid overtime wages, liquidates damages, and reasonable attorneys’ fees and costs as a result of Defendant’s willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*

2. Defendant provides customer service outsourcing services to global clients in industries including fast-moving consumer goods, lighting, information and technology, and consulting.

3. Plaintiff and the members of the putative collective were employed by Defendant as call center agents and were responsible for handling inbound and outbound telephone calls from Defendant's clients and customers.

4. The U.S. Department of Labor recognizes that customer support jobs, like those held by Defendant's call center agents, are homogenous and it issued Fact Sheet #64 in July 2008 to alert customer support employees to some of the abuses which are prevalent in the industry.

5. One of those abuses, which are at issue in this case, is the employer's refusal to pay call center agents for work "from the beginning of the first principal activity of the workday to the end of the last principal activity of the workday. *Id.*

6. More specifically, Fact Sheet #64 condemns an employer's non-payment of an employee's necessary pre-shift activities: "An example of the first principal activity of the day for agents/specialists/representatives working in call centers includes starting the computer to download work instructions, computer applications and work-related emails." Additionally, the FLSA requires that "[a] daily or weekly record of all hours worked, including time spent in pre-shift and post-shift job-related activities must be kept." *Id.*

7. Defendant failed to pay call center agents for their pre-shift time spent starting up their computers, opening, logging into and connecting to required systems and applications, and reviewing work-related e-mails and other information, including time worked in excess of forty (40) hours in a workweek.

8. Additionally, when call center agents were disconnected from their systems and applications due to technical issues, Defendant required them to remain at their computers and attempt to log back in, but refused to pay them for this time.

9. Plaintiff seeks unpaid overtime wages and liquidated damages pursuant to the FLSA on behalf of himself and the FLSA Collective,” defined as” *all current and former hourly-paid, non-exempt employees, employed in the position of call center agent who worked for Defendant in the United States at any time within the three (3) years preceding the commencement of this action and the date of judgment. See 29 U.S.C. §§ 207(a)(1); 216(b).*

### **JURISDICTION AND VENUE**

10. This Court has subject-matter jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff’s claims raise a federal question under 29 U.S.C. § 201, *et seq.*

11. This Court has personal jurisdiction over Defendant because it is headquartered in New Jersey.

12. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this district.

### **PARTIES**

13. Plaintiff Christopher Ahrendt is a resident of Forest Park, Georgia, and worked for Defendant from approximately July 1, 2021 to approximately December 2021.

14. Plaintiff worked remotely for Defendant during the tenure of his employment from his home in Georgia.

15. Defendant WiPro, LLC is a limited liability company registered in Delaware, with a principal address located at 2 Tower Center Boulevard, Suite 2200, East Brunswick, NJ 08816.

16. Pursuant to 29 U.S.C. § 216(b), Plaintiff has signed a consent form to join this lawsuit, which is attached as **Exhibit 1**.

**GENERAL ALLEGATIONS**

17. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

18. Defendant employs call center agents to handle inbound and outbound telephone calls from Defendant's clients and customers.

19. At all times relevant to this action, Defendant was an enterprise whose annual gross volume of sales made or business done exceeded \$500,000.

20. At all times relevant to this action, Defendant was an enterprise that has had employees engaged in commerce or in the production of goods for commerce, and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

21. Call center agents were engaged in commerce, and thus subject to individual coverage under the FLSA.

22. At all times relevant to this action, Defendant was an employer under 29 U.S.C. § 203(d) of the FLSA, subject to the provisions of 29 U.S.C. § 201, *et seq.*

23. Call center agents were "employees" of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

24. Defendant "suffered or permitted" call center agents to work and thus "employed" them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

25. Defendant classified call center agents as non-exempt employees and paid them on an hourly basis without any guaranteed, predetermined amount of pay per week.

26. From approximately July 1, 2021 to approximately December 2021, Plaintiff worked for Defendant as a call center agent.

27. In order to perform their jobs, call center agents were required to start up their computers, open, log in to, and connect to various computer systems and applications, and review work-related e-mails and other information.

28. However, call center agents were not actually “clocked in” for their shifts until *after* the computer start-up/log-in process was complete, meaning that they performed work for which they were not compensated.

29. Defendant failed to pay call center agents for time spent during their shifts attempting to log back into systems and applications after being disconnected due to technical issues.

30. The off-the-clock time call center agents spent starting up and logging into required systems and applications directly benefitted Defendant.

31. The start-up/log-in process was an essential part of the call center agents’ job responsibilities.

32. At all relevant times, Defendant controlled call center agents’ work schedule, duties, protocols, applications, assignments and employment conditions.

33. Despite knowing that Plaintiff and other call center agents performed start-up/log-in activities before and during their shifts, Defendant and their managers did not make any effort to stop or otherwise disallow this off-the-clock work and instead allowed and permitted it to happen.

34. Defendant possesses, controls, and/or has access to information and electronic data that shows the times call center agents started upon and logged into their computer systems and applications each day and the time they logged into their telephone systems.

35. Defendant is/was able to track the amount of time that call center agents spent in connection with start-up/log-in activities; however, Defendant failed to pay call center agents for such time.

36. Defendant used its adherence and attendance policies against call center agents by disciplining call center agents if they were not logged into their phones and ready to handle calls by the start of their scheduled shift time.

37. These policies coerced call center agents into beginning the process of starting up and logging into their computers systems and applications and reading company e-mails and instructions prior to their start of their scheduled shift time.

38. When call center agents were disconnected from their systems and applications due to technical issues, Defendant required them to remain at their computers and attempt to log back in, but refused to pay them for this time.

39. Defendant's policies and practices deprived call center agents of wages owed for the start-up/log-in activities described above.

40. Because call center agents often worked in excess of forty (40) hours in a workweek, Defendant's pay practices also deprived them of overtime pay at a rate of 1.5 times their regular rate of pay.

41. Plaintiff regularly worked in excess of forty (40) hours in a workweek and was not paid for all hours worked in such weeks as a result of the violations alleged herein.

42. By way of example, during the pay period of August 15, 2021 to August 28, 2021, Plaintiff worked 81.80 hours on the clock and additional time performing compensable work off-the-clock. Plaintiff did not receive any pay for the off the clock work.

**FLSA COLLECTIVE ACTION ALLEGATIONS**

43. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

44. This action is brought as a collective action to recover unpaid overtime compensation and liquidated damages owed to Plaintiff and all similarly situated current and former employees of Defendant.

45. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on his own behalf and on behalf of the FLSA Collective, defined as:

*All current and former hourly-paid, non-exempt employees employed in the position of call center agent who worked for Defendant in the United States at any time within three (3) years preceding the commencement of this action and the date of judgment (“FLSA Collective”).*

46. Plaintiff reserves the right to amend this definition as necessary.

47. Excluded from the proposed FLSA Collective are Defendant’s executives, administrative, and professional employees, including computer professionals and outside sales persons.

48. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the putative members of the FLSA Collective are “similarly situated” to Plaintiff under 29 U.S.C. § 216(b) because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan; and (c) their claims are based upon the same factual and legal theories.

49. The employment relationships between Defendant and every FLSA Collective member is the same and differ only by name, location, and rate of pay. The key issue – whether Defendant failed to pay call center agents for preliminary start-up/log-in time, and whether such time is compensable – do not vary substantially among the FLSA Collective members.

50. Plaintiff estimates the FLSA Collective, including both current and former employees over the relevant period, will include over two hundred members. The precise number of the FLSA Collective members should be readily available from a review of Defendant's personnel and payroll records.

51. Plaintiff will request the Court to authorize notice to all current and former similarly situated employees employed by Defendant, informing them of the pendency of this action and their right to "opt-in" to this lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking unpaid compensation, overtime compensation, and liquidated damages under the FLSA.

**COUNT I**  
**FAIR LABOR STANDARDS ACT**  
**29 U.S.C. § 201, et seq.**  
**FAILURE TO PAY OVERTIME COMPENSATION**  
**(Brought on an individual and collective basis)**

52. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

53. Pursuant to Section 206(b) of the FLSA, employees must be compensated for every hour worked in a workweek.

54. Moreover, under Section 207(a)(1) of the FLSA, employees must be paid overtime equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of forty (40) hours per week.

55. In most workweeks, Plaintiff and the FLSA Collective members worked over forty (40) hours.

56. Defendant required Plaintiff and the FLSA Collective members to perform start-up/log-in activities before and during their shifts, but failed to pay these employees the federally mandated overtime compensation for all time worked.

57. The start-up/login activities performed by Plaintiff and the FLSA Collective members every session are an essential part of their jobs and these activities and the time associated with these activities is not *de minimis*.

58. In workweeks in which Plaintiff and the FLSA Collective members worked in excess of forty (40) hours, the uncompensated start-up/log-in time should have been paid at the federally mandated rate of 1.5 times each employee's regular hourly wage. 29 U.S.C. § 207.

59. Additionally, when call center agents were disconnected from their systems and applications due to technical issues, Defendant required them to remain at their computers and attempt to log back in, but refused to pay them for this time.

60. Defendant's violations of the FLSA were knowing and willful. Defendant knew or could have easily determined how long it took for its call center agents to perform start-up/log-in activities and Defendant could have properly compensated Plaintiff and the FLSA Collective members for such time, but did not.

61. The FLSA, 29 U.S.C. § 216(b), provides that as a remedy for a violation of the Act, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) plus an additional equal amount in liquidated damages (double damages), plus costs and reasonable attorneys' fees.

### **RELIEF REQUESTED**

**WHEREFORE**, Plaintiff, on behalf of himself and the FLSA Collective, respectfully requests that this Court grant the following relief against Defendant:

A. Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein;

B. Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names and addresses of all FLSA Collective members, and permitting Plaintiff to send notice of this action to all those similarly situated individuals, including publishing of notice in a manner that is reasonably calculated to apprise the collective members of their rights by law to join and participate in this lawsuit;

C. Designating Plaintiff as the representative of the FLSA Collective and undersigned counsel as Collective counsel for the same;

D. Finding that Defendant willfully violated the FLSA and the Department of Labor's attendant regulations as cited herein;

E. Granting judgement in favor of Plaintiff and against Defendant and awarding Plaintiff and the FLSA Collective the full amount of compensatory damages and liquidated damages available by law;

F. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in filing this action as provided by statute;

G. Granting an incentive award for the Lead Plaintiff for serving as representative of the FLSA Collective members in this action;

H. Awarding pre- and post-judgment interest to Plaintiff on these damages; and

I. Awarding such other and further relief as this Court deems appropriate.

**JURY DEMAND**

Plaintiff Christopher Ahrendt, individually and on behalf of all other FLSA Collective members, by and through his attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above-entitled claims.

Respectfully submitted,

**BROWN, LLC**

Dated: April 28, 2022

By: /s Edmund C. Celiesius

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*Counsel for Plaintiff*

# **Exhibit 1**

