

1 Michael A. Velthoen (SBN 187909)  
2 Leslie A. McAdam (SBN 210067)  
3 Max R. Engelhardt (SBN 310968)  
4 FERGUSON CASE ORR PATERSON LLP  
5 1050 S. Kimball Road  
6 Ventura, California 93004  
7 Telephone: (805) 659-6800  
8 Facsimile: (805) 659-6818  
Email: mvelthoen@fcoplaw.com  
lmcadam@fcoplaw.com  
mengelhardt@fcoplaw.com

9 Michael A. Strauss (SBN 246718)  
10 Aris E. Karakalos (SBN 240802)  
11 STRAUSS & STRAUSS, APC  
12 226 W. Ojai Ave. #101-325  
13 Ojai, CA 93023  
14 Telephone: (805) 641-6600  
15 Facsimile: (805) 641-6607  
Email: mike@strausslawyers.com  
aris@strausslawyers.com

16 *Attorneys for Plaintiffs JAMES LEE*  
17 *FREEZE and GARY PFLASTER, on*  
18 *behalf of themselves and a class of*  
19 *employees and/or former employees*  
*similarly situated,*

20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 JAMES LEE FREEZE, on behalf of  
23 himself and a class of employees  
24 and/or former employees similarly  
25 situated GARY PFLASTER, on  
26 behalf of himself and a class of  
employees and/or former employees  
similarly situated,

27 Plaintiffs,  
28

Case No.

**CLASS ACTION COMPLAINT**

*DEMAND FOR JURY*

1 v.

2 CHARTER COMMUNICATIONS,  
3 LLC,

4 Defendant.

5 Plaintiffs JAMES LEE FREEZE and GARY PFLASTER, on behalf of  
6 themselves and a class of employees and/or former employees similarly situated  
7 (“Plaintiffs”), by and through their counsel, bring claims pursuant to the *Texas Labor*  
8 *Code* and the *California Labor Code* against Defendant CHARTER  
9 COMMUNICATIONS, LLC, its subsidiaries and affiliates, and alleges, upon personal  
10 belief as to himself and his own acts, and as for all other matters, upon information  
11 and belief, and based upon the investigation made by his counsel, as follows:

12 **JURISDICTION AND VENUE**

13 1. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(a)  
14 because the amount in controversy exceeds \$5,000,000 and Plaintiffs are citizens of a  
15 state different from the states in which the Defendant is a citizen.

16 2. Venue is proper pursuant to 28 U.S.C. § 1391(a) and (c) because  
17 Defendant is subject to personal jurisdiction in the Central District of California.

18 **PARTIES**

19 3. Defendant Charter Communications, LLC (“Charter”) is a limited  
20 liability company organized under the laws of the State of Delaware. Charter’s  
21 principal place of business is at 12405 Powerscourt Drive, St. Louis, St. Louis County,  
22 Missouri 63131.

23 4. Plaintiff JAMES LEE FREEZE (“Plaintiff Freeze”) is a natural person  
24 and resident of Texas. Plaintiff Freeze was employed by Charter as full-time, non-  
25 exempt employee during the applicable statutory period. Plaintiff is not subject to  
26 Charter’s “Solution Channel” arbitration program. Plaintiff brings this action under  
27 the *Texas Labor Code* on behalf of himself and all other similarly situated employees  
28

1 who currently work, or who worked for Charter as Maintenance Technicians  
2 (“Maintenance Techs”) in Texas during the applicable statutory period.

3 5. Plaintiff GARY PFLASTER (“Plaintiff Pflaster”) is a natural person and  
4 resident of California. Plaintiff Pflaster was employed by Charter as full-time, non-  
5 exempt employee during the applicable statutory period. Plaintiff Pflaster is not  
6 subject to Charter’s “Solution Channel” arbitration program. Plaintiff Pflaster brings  
7 this action under the *California Labor Code* on behalf of himself and all other similarly  
8 situated employees who currently work, or who worked for Charter as Maintenance  
9 Maintenance Techs in California during the applicable statutory period.

### 10 **FACTUAL BACKGROUND**

11 6. Charter is telecommunications and mass media company that provides  
12 cable, internet, and communications products and services throughout the United  
13 States.

14 7. Plaintiffs and the class members worked in Texas and California for  
15 Charter as Maintenance Techs during the applicable statute of limitations period.  
16 Among other duties, Maintenance Techs are responsible for responding to emergency  
17 outages in Charter’s cable, internet, and communication services infrastructure. The  
18 stakes of the job are high as a single outage may affect tens of thousands of Charter’s  
19 customers. Response time to these emergencies is a critical aspect of a Maintenance  
20 Tech’s duties.

21 8. As Maintenance Techs, Plaintiffs and the class members were subjected  
22 to Charter’s written “on-call” corporate policy (the “On-Call Policy”). The stated  
23 purpose of the On-Call Policy was to ensure that Charter’s network and systems  
24 functioned reliably at all times. To that end, Charter required Plaintiffs and the class  
25 members to work “on-call” for designated periods in order to respond to plant and  
26 service emergencies outside of Plaintiffs’ and the class members’ regular 40-hour  
27 workweek schedules. On-call work was mandatory, and according to Charter, “an  
28 *essential function of the position. An employee’s refusal or unavailability may render*

1 *the employee unqualified for the position.*” Any employee who violated the On-Call  
2 Policy was subject to discipline by Charter “*up to and including termination of*  
3 *employment.*”

4 9. Plaintiffs and the class members were assigned on-call duty according to  
5 a rotating schedule. Plaintiffs and the class members were required to be available 24  
6 hours a day during the periods that they were on-call. Thus, Maintenance Techs  
7 assigned to week-long on-call periods worked 128 on-call hours in addition to their  
8 regular full-time 40-hour workweek.

9 10. Charter acknowledged and agreed that on-call duty was compensable  
10 work. Specifically, Charter paid Plaintiffs and the class members flat-rate  
11 compensation known as “On-Call Pay.” On an hourly basis, On-Call Pay amounted  
12 to less than \$2.00 per hour.

13 11. In addition to the weekly On-Call Pay, if Plaintiffs and the class members  
14 were required to actually report to a specific location while on-call, Charter paid  
15 Plaintiffs and the class members “call-out pay,” which was 1.5 times their regular rate  
16 of pay. Plaintiff and the class members were often called in to report to a job site  
17 during their on-call periods, sometimes more than once per day. Getting called in was  
18 a major interruption in their day as responding to emergency outages, including travel  
19 time, almost always took over one hour, and frequently took several hours.

20 12. As Maintenance Techs, Charter subjected Plaintiffs and the class  
21 members to numerous restrictions while they worked on-call, including, for example:

- 22 (a) Charter required Plaintiffs and the class members to carry a cell phone at  
23 all times;
- 24 (b) Charter required Plaintiffs and the class members to always be in an area  
25 where Charter could contact them on the cell phones;
- 26 (c) Per the express language of the On-Call Policy, the response time for  
27 Plaintiffs and the class members to respond to a call from a supervisor or  
28 other Charter personnel was within 15 minutes of receiving the call;

1 (d) The On-Call Policy stated that Plaintiffs and the class members were  
2 required to report to the job site or other Charter location as soon as was  
3 “*reasonably practical after receiving the assignment.*” Charter also  
4 advised Plaintiffs and the class members that they were expected to report  
5 to the site and resolve the particular outage or other emergency all within  
6 two hours. The coverage area that Plaintiffs and the class members were  
7 responsible for while on-call was expansive. Therefore, in order to be  
8 able to respond and resolve emergencies within Charter’s time  
9 requirements, Plaintiffs and the class members could not travel beyond  
10 their coverage area while working on-call;

11 (e) Exacerbating the geographic and time constraints, Charter required  
12 Plaintiffs and the class members to be effectively anchored to Charter-  
13 owned vehicles the entire time that they were on-call. Specifically, if  
14 called in, Plaintiffs and the class members were required report to the site  
15 in a Charter-owned vehicle, which was a large “bucket truck” outfitted  
16 with a crane-like, mechanized aerial lift platform (the “Bucket Trucks”).  
17 The Bucket Trucks enabled Plaintiffs and the class members to perform  
18 maintenance and repair work at heights up to about 40 feet. Per Charter  
19 policy, Plaintiffs and the class members took the Bucket Trucks home  
20 with them after their regular workweek shifts, including the period during  
21 which they were on-call. Charter monitored the exact location of the  
22 Bucket Trucks at all times through the vehicles’ ignition-triggered GPS  
23 system;

24 (f) Charter permitted Plaintiffs and the class members to drive the company-  
25 assigned Bucket Trucks for personal use during on-call periods in order  
26 to “*minimize response time*” after being called to report to a site.  
27 However, Charter did not allow Plaintiffs and the class members to use  
28 the Buckets Truck as a regular “daily driver” vehicles in order to perform

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.