

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**JESSICA PATRICK, Individually and on  
Behalf of All Others Similarly Situated**

**PLAINTIFF**

vs.

No. 1:21-cv-1236

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC**

**DEFENDANT**

**ORIGINAL COMPLAINT—COLLECTIVE ACTION**

COMES NOW Plaintiff Jessica Patrick (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorney Josh Sanford of Sanford Law Firm, PLLC, and for her Original Complaint—Collective Action (“Complaint”) against Defendant Comcast Cable Communications Management, LLC (“Defendant”), she states and alleges as follows:

**I. PRELIMINARY STATEMENTS**

1. This is a collective action brought by Plaintiff, individually and on behalf of all others similarly situated, against Defendant for violations of the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), and overtime provisions of the Illinois Minimum Wage Law, 820 ILCS 105/1, *et seq.* (“IMWL”).

2. Plaintiff seeks a declaratory judgment, monetary damages, liquidated damages, prejudgment interest, and a reasonable attorney’s fee and costs as a result of Defendant’s failure to pay proper overtime compensation under the FLSA and the IMWL.

## II. JURISDICTION AND VENUE

3. The United States District Court for the Northern District of Illinois has subject matter jurisdiction over this suit under the provisions of 28 U.S.C. § 1331 because this suit raises federal questions under the FLSA.

4. This Complaint also alleges IMWL violations, which arise out of the same set of operative facts as the federal cause of action; accordingly, this Court has supplemental jurisdiction over Plaintiff's IMWL claims pursuant to 28 U.S.C. § 1367(a).

5. The acts complained of herein were committed and had their principal effect against Plaintiff within the Eastern Division of the Northern District of Illinois; therefore, venue is proper within this District pursuant to 28 U.S.C. § 1391.

## III. THE PARTIES

6. Plaintiff is an individual and resident of Lake County.

7. Defendant is a foreign limited liability company.

8. Defendant's registered agent for service of process is The Corporation Company, at 600 South Second Street, Suite 104, Springfield, Illinois 62704.

9. Defendant maintains a website at <https://corporate.comcast.com/>.

## IV. FACTUAL ALLEGATIONS

10. Plaintiff repeats and re-alleges all the preceding paragraphs of this Complaint as if fully set forth in this section.

11. Defendant acted as the employer of Plaintiff and is and has been engaged in interstate commerce as that term is defined under the FLSA.

12. Defendant employs two or more individuals who engage in interstate commerce or business transactions, or who produce goods to be transported or sold in

interstate commerce, or who handle, sell, or otherwise work with goods or materials that have been moved in or produced for interstate commerce, such as computers and office equipment.

13. Defendant's annual gross volume of sales made or business done is not less than \$500,000.00 (exclusive of excise taxes at the retail level that are separately stated) in each of the three years preceding the filing of the Original Complaint.

14. Defendant operates a call center for Comcast customers.

15. Defendant has locations throughout the United States.

16. At all times material herein, Plaintiff has been entitled to the rights, protections, and benefits provided under the FLSA and the IMWL.

17. At all times material herein, Plaintiff was classified by Defendant as non-exempt from the overtime requirements of the FLSA and the IMWL and was paid an hourly wage.

18. Defendant employed Plaintiff within the three years preceding the filing of this lawsuit.

19. Specifically, Defendant employed Plaintiff as an hourly-paid Customer Service Representative from July of 2005 until January of 2021.

20. Plaintiff worked at Defendant's location in Tinley Park.

21. Defendant also employed other hourly-paid Customer Service Representatives.

22. Plaintiff was primarily responsible for receiving calls, communicating with customers, and making sales for cable, internet, phone, and/or home security services.

23. Other Customer Service Representatives had the same or similar duties as Plaintiff.

24. Defendant directly hired Plaintiff and other Customer Service Representatives, controlled their work schedules, duties, protocols, applications, assignments and employment conditions, and kept at least some records regarding their employment.

25. In addition to her hourly wage, Plaintiff received monthly commissions based on sales she made, although, upon information and belief, she did not always receive all of the commissions she earned.

26. Other Customer Service Representatives also received commissions based on sales they made.

27. In addition to her hourly wage, Plaintiff also received quarterly bonuses based on company revenue and other company metrics.

28. Other Customer Service Representatives also received quarterly bonuses based on company revenue and other company metrics.

29. These bonuses were nondiscretionary because Defendant informed Customer Service Representatives of the bonuses upon hiring, the Customer Service Representatives expected to receive these bonuses and did in fact receive the bonuses on a regular basis.

30. Upon information and belief, all or most Customer Service Representatives receive quarterly bonuses.

31. Plaintiff and other Customer Service Representatives regularly worked in excess of forty hours per week throughout their tenure with Defendant.

32. Defendant paid Plaintiff and other Customer Service Representatives 1.5x times their base hourly rate for the hours they worked over 40 in a workweek.

33. However, Defendant did not include the commissions and bonuses that were paid to Plaintiff and other Customer Service Representatives in their regular rates when calculating their overtime pay even though Plaintiff and other Customer Service Representatives received commissions and bonuses in pay periods in which they also worked in excess of forty hours per week.

34. Section 778.117 of Title 29 of the Code of Federal Regulations states that commissions “are payments for hours worked and must be included in the regular rate,” regardless of the basis for them or their frequency.

35. Section 778.208 of Title 29 of the Code of Federal Regulations requires that all forms of compensation, such as nondiscretionary bonuses, “must be totaled in with other earnings to determine the regular rate on which overtime pay must be based.”

36. Defendant violated the FLSA and IMWL by not including all forms of compensation, such as the non-discretionary bonuses of Plaintiff and other Customer Service Representatives, in their regular rate when calculating their overtime pay.

37. Upon information and belief, Defendant’s pay practices were the same for all Customer Service Representatives who received commissions.

38. Upon information and belief, the pay practices that violate the FLSA and IMWL alleged herein were the same at all of Defendant’s facilities because the policy was a centralized human resources policy implemented uniformly from the corporate headquarters.

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