

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

DONALD MADDY, KURT FREDRICK,
FREDERICK R. SHELLHAMMER, III,
FRANK MICHIEZI, LANCE
BERGMANN,
ANTHONY CHELPATY, WILLIAM
MADDEN, STEVEN LE BLANC,
JEFFREY SCOTT WILKERSON,
JEFFREY NAVARETTE, PHILLIP ERIC
BENSON, BRADLEY PALMER, THOMAS
KISS, *Individually, and on behalf of all others
similarly situated,*

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY,
a New York corporation,

Defendant.

INDIVIDUAL AND COLLECTIVE ACTION
FOR UNPAID OVERTIME UNDER FLSA

INDIVIDUAL AND CLASS ACTION FOR
UNPAID OVERTIME AND UNPAID WAGES
UNDER STATE WAGE AND HOUR LAWS

No. 1:14-cv-00490

JURY TRIAL DEMANDED

**SECOND AMENDED
INDIVIDUAL, COLLECTIVE ACTION AND
CLASS ACTION COMPLAINT**

Plaintiffs DONALD MADDY, KURT FREDRICK, FREDERICK R. SHELLHAMMER, III, FRANK MICHIEZI, LANCE BERGMANN, ANTHONY CHELPATY, WILLIAM MADDEN, STEVEN LE BLANC, JEFFREY SCOTT WILKERSON, JEFFREY NAVARETTE, PHILLIP ERIC BENSON, BRADLEY PALMER and THOMAS KISS (“Named Plaintiffs”), through their undersigned attorneys, bring this action against Defendant GENERAL ELECTRIC COMPANY (“Defendant” or “GE” or “Defendant GE”) on behalf of themselves individually and all others similarly situated, for overtime compensation and other relief under the Fair Labor

Standards Act (“FLSA”), 29 U.S.C §201, et seq., and pursuant to the wage and hour laws of multiple states.

INTRODUCTION

1. This action is brought to recover for Named Plaintiffs, and those similarly situated to them, unpaid wages, unpaid overtime wages, liquidated damages, and reasonable attorneys’ fees and costs of this action from Defendant GE pursuant to the FLSA, 29 U.S.C. §216(b), and, pursuant to the wage and hour laws of multiple states, including New Jersey, Pennsylvania, Massachusetts, and Florida, to recover for Named Plaintiffs, and those similarly situated, unpaid applicable minimum wages, unpaid wages at the agreed rates of pay, unpaid overtime wages, liquidated damages, and reasonable attorneys’ fees and costs of this action from Defendant GE.

2. Named Plaintiffs have initiated the instant action to redress violations by Defendant of the FLSA. Named Plaintiffs assert that Defendant failed to pay wages and overtime pay to Named Plaintiffs and those similarly situated for certain hours worked in violation of the FLSA.

3. Named Plaintiff Donald Maddy (“Plaintiff Maddy”) and Named Plaintiff Kurt Fredrick (“Plaintiff Fredrick”), in addition to asserting violations of the FLSA, have initiated the instant action to redress violations by Defendant of the New Jersey Wage and Hour Law (“NJWHL”) and the New Jersey Wage Payment Collection Law (“NJWPCL”) (collectively, “New Jersey Wage Laws”). Plaintiffs Maddy and Fredrick assert Defendant failed to pay Plaintiff Maddy, Plaintiff Fredrick and those similarly situated proper overtime compensation and wages for all hours worked, in violation of New Jersey Wage Laws.

4. Named Plaintiff Frederick Shellhammer, III (“Plaintiff Shellhammer”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the Pennsylvania Minimum Wage Act (“PMWA”) and the Pennsylvania Wage Payment Collection Law (“PWPCCL”) (collectively “Pennsylvania Wage Laws”). Plaintiff Shellhammer asserts Defendant failed to pay him and those similarly situated proper overtime compensation and wages for all hours worked, in violation of Pennsylvania Wage Laws.

5. Named Plaintiff Frank Michienzi (“Plaintiff Michienzi”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the Massachusetts Payment of Wages Law and the Massachusetts Overtime Law (collectively “Massachusetts Wage Laws”). Plaintiff Michienzi asserts Defendant failed to pay him and those similarly situated proper overtime compensation and wages for all hours worked, in violation of Massachusetts Wage Laws.

6. Named Plaintiff Lance Bergmann (“Plaintiff Bergmann”), in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the Florida Constitution and Florida Minimum Wage Law (collectively “Florida Wage Laws”). Plaintiff Bergmann asserts Defendant failed to pay Plaintiff Bergmann and those similarly situated proper wages for all hours worked, in violation of the Florida Wage Laws.

7. Named Plaintiff Steven Le Blanc (“Plaintiff Le Blanc”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the Rhode Island Minimum Wage Law and the Rhode Island Overtime Pay Law (collectively “Rhode Island Wage Laws”). Plaintiff Le Blanc asserts Defendant failed to pay him and those similarly situated proper overtime compensation and wages for all hours worked, in violation of Rhode Island Wage Laws.

8. Named Plaintiff Jeffrey Scott Wilkerson (“Plaintiff Wilkerson”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the Maryland Wage and Hour Law and the Maryland Wage Payment and Collection Law (collectively “Maryland Wage Laws”). Plaintiff Wilkerson asserts Defendant failed to pay him and those similarly situated proper overtime compensation and wages for all hours worked, in violation of Maryland Wage Laws.

9. Named Plaintiff Jeffrey Navarette (“Plaintiff Navarette”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the New York Labor Law and the New York Department of Labor Regulations (collectively “New York Wage Laws”). Plaintiff Navarette asserts Defendant failed to pay him and those similarly situated proper overtime compensation and wages for all hours worked, in violation of New York Wage Laws.

10. Named Plaintiff Phillip Eric Benson (“Plaintiff Benson”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the Michigan Minimum Wage Law (collectively “Michigan Minimum Wage Law”). Plaintiff Benson asserts Defendant failed to pay him and those similarly situated proper overtime compensation and wages for all hours worked, in violation of the Michigan Minimum Wage Law.

11. Named Plaintiff Bradley Palmer (“Plaintiff Palmer”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the California Unfair Competition Law, the California Labor Code and California Wage Orders (collectively “California Wage Laws”). Plaintiff Palmer asserts Defendant failed to pay him

and those similarly situated proper overtime compensation and wages for all hours worked, in violation of the California Wage Laws.

12. Named Plaintiff Thomas Kiss (“Plaintiff Kiss”) in addition to asserting violations of the FLSA, has initiated the instant action to redress violations by Defendant of the Illinois Wage Payment and Collection Act and regulations promulgated thereunder (collectively “Illinois Wage Laws”). Plaintiff Kiss asserts Defendant failed to pay him and those similarly situated proper overtime compensation and wages for all hours worked, in violation of the Illinois Wage Laws.

JURISDICTION AND VENUE

13. The foregoing paragraphs are incorporated herein as if set forth in full.

14. This Court has personal jurisdiction over Defendant because Defendant’s contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional notions of fair play and substantial justice.

15. This Court has original subject matter jurisdiction over this action pursuant to 29 U.S.C. §216(b) and 28 U.S.C. §1331 because the claims herein arise under laws of the United States, the FLSA. This Court has supplemental jurisdiction over related state law claims because they arise out of the same circumstances and are based upon a common nucleus of operative fact.

16. Venue is properly in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1) and (b)(2), because Defendant resides in and/or conducts business in this judicial district and because a substantial part of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

PARTIES

17. The foregoing paragraphs are incorporated herein as if set forth in full.
18. Plaintiff Maddy is an adult individual who resides in New Jersey.
19. At all times relevant herein, Plaintiff Maddy worked for Defendant in New Jersey.
20. Plaintiff Fredrick is an adult individual who resides in New Jersey.
21. At all times relevant herein, Plaintiff Fredrick worked for Defendant in New Jersey.
22. Plaintiff Shellhammer is an adult individual who resides in Pennsylvania.
23. At all times relevant herein, Plaintiff Shellhammer worked for Defendant in Pennsylvania.
24. Plaintiff Michienzi is an adult individual who resides in Massachusetts.
25. At all times relevant herein, Plaintiff Michienzi worked for Defendant in Massachusetts.
26. Plaintiff Bergmann is an adult individual who resides in Florida.
27. At all times relevant herein, Plaintiff Bergmann worked for Defendant in Florida.
28. Plaintiff Chelpaty is an adult individual who resides in Delaware.
29. At all times relevant herein, Plaintiff Chelpaty worked for Defendant in Delaware.
30. Plaintiff Madden is an adult individual who resides in Georgia.
31. At all times relevant herein, Plaintiff Madden worked for Defendant in Georgia.
32. Plaintiff Le Blanc is an adult individual who resides in Rhode Island.

33. At all times relevant herein, Plaintiff Le Blanc worked for Defendant in Rhode Island and Massachusetts.

34. Plaintiff Wilkerson is an adult individual who resides in Maryland.

35. At all times relevant herein, Plaintiff Wilkerson worked for Defendant in Maryland, Delaware and Pennsylvania.

36. Plaintiff Navarette is an adult individual who resides in New York.

37. At all times relevant herein, Plaintiff Navarette worked for Defendant in New York.

38. Plaintiff Benson is an adult individual who resides in Michigan.

39. At all times relevant herein, Plaintiff Benson worked for Defendant in Michigan.

40. Plaintiff Palmer is an adult individual who resides in California.

41. At all times relevant herein, Plaintiff Palmer worked for Defendant in California.

42. Plaintiff Kiss is an adult individual who resides in Illinois.

43. At all times relevant herein, Plaintiff Kiss worked for Defendant in Illinois.

44. Defendant General Electric Company is a New York corporation. Since 2011 to the present date, Defendant GE has done business throughout the United States, including in New Jersey, Pennsylvania, Massachusetts, Florida, Delaware, Georgia, Rhode Island, Maryland, New York, Michigan, California and Illinois.

45. Since January 2011 through the present date (the "Relevant Period") the Named Plaintiffs have worked as service technicians for Defendant GE in New Jersey, Pennsylvania, Massachusetts, Delaware, Georgia, Rhode Island, Maryland, New York, Michigan, California and Illinois as non-exempt employees under the FLSA.

46. Since October 2010 throughout the present date (the “Florida Relevant Period”) the Named Plaintiff Bergmann worked as a service technician for Defendant GE in Florida as a non-exempt employee under the FLSA.

47. At all times relevant herein, Defendant acted by and through its agents, servants, and employees, each of whom acted at all times within the course and scope of their employment with and for Defendant.

FLSA COLLECTIVE ACTION ALLEGATIONS

General Allegations

48. The foregoing paragraphs are incorporated herein as if set forth in full.

49. In addition to bringing this action individually, Named Plaintiffs bring this action for violations of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all Service Technicians currently and formerly employed by Defendant subject to Defendant’s unlawful pay practices and policies and who worked for Defendant at any time within the three years preceding the date the instant action was initiated (members of this putative class are referred to as “Collective Plaintiffs”).

50. Named Plaintiffs and Collective Plaintiffs work and/or worked for Defendant in the United States within the three years preceding the filing date of the instant action.

51. Named Plaintiffs and Collective Plaintiffs are similarly situated, have substantially similar job duties, have substantially similar pay provisions, and are (or have been) subject to Defendant’s unlawful policies and practices as discussed infra.

52. There are numerous similarly situated current and former employees of Defendant who were compensated improperly for overtime work in violation of the FLSA and

who may benefit from the issuance of a Court Supervised Notice of the instant lawsuit advising of their right to join in the present lawsuit, in accordance with 29 U.S.C. §216(b).

53. There are numerous similarly situated current and former employees of Defendant who Defendant failed to pay for pre-shift and post-shift activities and who may benefit from the issuance of a Court Supervised Notice of the instant lawsuit advising of their right to join in the present lawsuit.

54. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and may be located through Defendant's records.

55. Therefore, Named Plaintiffs should be permitted to bring this action as a collective action for and on behalf of themselves and those employees similarly situated, pursuant to the "opt-in" provisions of the FLSA, 29 U.S.C. § 216(b).

CLASS ACTION ALLEGATIONS

Class of New Jersey Employees

56. The foregoing paragraphs are incorporated herein as if set forth in full.

57. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Maddy and Plaintiff Fredrick bring their claims for relief to redress Defendant's violations of the New Jersey Wage Laws on behalf of themselves and those similarly situated.

58. Specifically, Plaintiff Maddy and Plaintiff Fredrick seek to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in New Jersey subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the two years preceding the date the instant action was initiated (members of this putative class are referred to as "New Jersey Plaintiffs").

59. Plaintiff Maddy, Plaintiff Fredrick and New Jersey Plaintiffs are similarly situated, have substantially similar pay provisions, and are or have been all subject to Defendant's unlawful policies and practices as described herein.

60. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Maddy and Plaintiff Fredrick do not know the exact size of the class, as such information is in the exclusive control of Defendant.

61. Plaintiff Maddy and Plaintiff Fredrick's claims are typical of the claims of New Jersey Plaintiffs, because Plaintiff Maddy and Plaintiff Fredrick, like all New Jersey Plaintiffs, were employed by Defendant within the last two years in New Jersey (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper overtime wages as required by New Jersey Wage Laws.

62. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

63. Therefore, Plaintiff Maddy and Plaintiff Fredrick should be permitted to bring this action as a class action for and on behalf of themselves and those New Jersey employees similarly situated.

Class of Pennsylvania Employees

64. The foregoing paragraphs are incorporated herein as if set forth in full.

65. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Shellhammer brings his claims for relief to redress Defendant's violations of the Pennsylvania Wage Laws on behalf of himself and those similarly situated.

66. Specifically, Plaintiff Shellhammer seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in Pennsylvania subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in

the three years preceding the date the instant action was initiated (members of this putative class are referred to as “Pennsylvania Plaintiffs”).

67. Plaintiff Shellhammer and Pennsylvania Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant’s unlawful policies and practices as described herein.

68. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Shellhammer does not know the exact size of the class, as such information is in the exclusive control of Defendant.

69. Plaintiff Shellhammer’s claims are typical of the claims of Pennsylvania Plaintiffs, because Plaintiff Shellhammer, like all Pennsylvania Plaintiffs, was employed by Defendant within the last three years in Pennsylvania (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by Pennsylvania Wage Laws.

70. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant’s records.

71. Therefore, Plaintiff Shellhammer should be permitted to bring this action as a class action for and on behalf of himself and those Pennsylvania employees similarly situated.

Class of Massachusetts Employees

72. The foregoing paragraphs are incorporated herein as if set forth in full.

73. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Michienzi brings his claims for relief to redress Defendant’s violations of the Massachusetts Wage Laws on behalf of himself and those similarly situated.

74. Specifically, Plaintiff Michienzi seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in Massachusetts subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the three years preceding the date the instant action was initiated (members of this putative class are referred to as "Massachusetts Plaintiffs").

75. Plaintiff Michienzi and Massachusetts Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

76. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Michienzi does not know the exact size of the class, as such information is in the exclusive control of Defendant.

77. Plaintiff Michienzi's claims are typical of the claims of Massachusetts Plaintiffs, because Plaintiff Michienzi, like all Massachusetts Plaintiffs, was employed by Defendant within the last three years in Massachusetts (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by Massachusetts Wage Laws.

78. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

79. Therefore, Plaintiff Michienzi should be permitted to bring this action as a class action for and on behalf of himself and those Massachusetts employees similarly situated.

Class of Florida Employees

80. The foregoing paragraphs are incorporated herein as if set forth in full.

81. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Bergmann brings his claims for relief to redress Defendant's violations of the Florida Wage Laws on behalf of himself and those similarly situated.

82. Specifically, Plaintiff Bergmann seeks to bring this action on behalf of all service technicians presently and formerly employed by Defendant in Florida subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the five years preceding the date the instant action was initiated (the members of this putative class are referred to as "Florida Plaintiffs").

83. Plaintiff Bergmann and Florida Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

84. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Bergmann does not know the exact size of the class, as such information is in the exclusive control of Defendant; however, on information and belief, the number of potential class members is at least forty.

85. Plaintiff Bergmann's claims are typical of the claims of Florida Plaintiffs, because Plaintiff Bergmann, like all Florida Plaintiffs, was employed by Defendant within the last five years in Florida whom Defendant forced to work off-the-clock and then failed to pay minimum wages as required by Florida Wage Laws.

86. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

87. Therefore, Plaintiff Bergmann should be permitted to bring this action as a class action for and on behalf of himself and those Florida employees similarly situated.

Class of Rhode Island Employees

88. The foregoing paragraphs are incorporated herein as if set forth in full.

89. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Le Blanc brings his claims for relief to redress Defendant's violations of the Rhode Island Wage Laws on behalf of himself and those similarly situated.

90. Specifically, Plaintiff Le Blanc seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in Rhode Island subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the three years preceding the date the instant action was initiated (members of this putative class are referred to as "Rhode Island Plaintiffs").

91. Plaintiff Le Blanc and Rhode Island Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

92. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Le Blanc does not know the exact size of the class, as such information is in the exclusive control of Defendant.

93. Plaintiff Le Blanc's claims are typical of the claims of Rhode Island Plaintiffs, because Plaintiff Le Blanc, like all Rhode Island Plaintiffs, was employed by Defendant within the last three years in Rhode Island (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by Rhode Island Wage Laws.

94. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

95. Therefore, Plaintiff Le Blanc should be permitted to bring this action as a class action for and on behalf of himself and those Rhode Island employees similarly situated.

Class of Maryland Employees

96. The foregoing paragraphs are incorporated herein as if set forth in full.

97. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Wilkerson brings his claims for relief to redress Defendant's violations of the Maryland Wage Laws on behalf of himself and those similarly situated.

98. Specifically, Plaintiff Wilkerson seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in Maryland subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the three years preceding the date the instant action was initiated (members of this putative class are referred to as "Maryland Plaintiffs").

99. Plaintiff Wilkerson and Maryland Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

100. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Wilkerson does not know the exact size of the class, as such information is in the exclusive control of Defendant.

101. Plaintiff Wilkerson's claims are typical of the claims of Maryland Plaintiffs, because Plaintiff Wilkerson, like all Maryland Plaintiffs, was employed by Defendant within the last three years in Maryland (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by Maryland Wage Laws.

102. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

103. Therefore, Plaintiff Wilkerson should be permitted to bring this action as a class action for and on behalf of himself and those Maryland employees similarly situated.

Class of New York Employees

104. The foregoing paragraphs are incorporated herein as if set forth in full.

105. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Navarette brings his claims for relief to redress Defendant's violations of the New York Wage Laws on behalf of himself and those similarly situated.

106. Specifically, Plaintiff Navarette seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in New York subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the three years preceding the date the instant action was initiated (members of this putative class are referred to as "New York Plaintiffs").

107. Plaintiff Navarette and New York Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

108. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Navarette does not know the exact size of the class, as such information is in the exclusive control of Defendant.

109. Plaintiff Navarette's claims are typical of the claims of New York Plaintiffs, because Plaintiff Navarette, like all New York Plaintiffs, was employed by Defendant within the last three years in New York (1) whom Defendant forced to work off-the-clock and (2)

whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by New York Wage Laws.

110. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

111. Therefore, Plaintiff Navarette should be permitted to bring this action as a class action for and on behalf of himself and those New York employees similarly situated.

Class of Michigan Employees

112. The foregoing paragraphs are incorporated herein as if set forth in full.

113. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Benson brings his claims for relief to redress Defendant's violations of the Michigan Minimum Wage Law on behalf of himself and those similarly situated.

114. Specifically, Plaintiff Benson seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in Michigan subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the three years preceding the date the instant action was initiated (members of this putative class are referred to as "Michigan Plaintiffs").

115. Plaintiff Benson and Michigan Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

116. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Benson does not know the exact size of the class, as such information is in the exclusive control of Defendant.

117. Plaintiff Benson's claims are typical of the claims of Michigan Plaintiffs, because Plaintiff Benson, like all Michigan Plaintiffs, was employed by Defendant within the last three years in Michigan (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by Michigan Minimum Wage Law.

118. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

119. Therefore, Plaintiff Benson should be permitted to bring this action as a class action for and on behalf of himself and those Michigan employees similarly situated.

Class of California Employees

120. The foregoing paragraphs are incorporated herein as if set forth in full.

121. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Palmer brings his claims for relief to redress Defendant's violations of the California Wage Laws on behalf of himself and those similarly situated.

122. Specifically, Plaintiff Palmer seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in California subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the three years preceding the date the instant action was initiated (members of this putative class are referred to as "California Plaintiffs").

123. Plaintiff Palmer and California Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

124. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Palmer does not know the exact size of the class, as such information is in the exclusive control of Defendant.

125. Plaintiff Palmer's claims are typical of the claims of California Plaintiffs, because Plaintiff Palmer, like all California Plaintiffs, was employed by Defendant within the last three years in California (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by California Wage Laws.

126. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

127. Therefore, Plaintiff Palmer should be permitted to bring this action as a class action for and on behalf of himself and those California employees similarly situated.

Class of Illinois Employees

128. The foregoing paragraphs are incorporated herein as if set forth in full.

129. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Kiss brings his claims for relief to redress Defendant's violations of the Illinois Wage Laws on behalf of himself and those similarly situated.

130. Specifically, Plaintiff Kiss seeks to bring this action on behalf of all Service Technicians presently and formerly employed by Defendant in Illinois subject to Defendant's unlawful pay practices and policies and who worked for Defendant at any point in the three years preceding the date the instant action was initiated (members of this putative class are referred to as "Illinois Plaintiffs").

131. Plaintiff Kiss and Illinois Plaintiffs are similarly situated, have substantially similar pay provisions, and are all subject to Defendant's unlawful policies and practices as described herein.

132. The class is so numerous that the joinder of all class members is impracticable. Plaintiff Kiss does not know the exact size of the class, as such information is in the exclusive control of Defendant.

133. Plaintiff Kiss's claims are typical of the claims of Illinois Plaintiffs, because Plaintiff Kiss, like all Illinois Plaintiffs, was employed by Defendant within the last three years in Illinois (1) whom Defendant forced to work off-the-clock and (2) whom Defendant required to work more than 40 hours per workweek and then failed to pay proper wages and overtime wages as required by Illinois Wage Laws.

134. Similarly situated employees are known to Defendant, are readily identifiable by Defendant, and can be located through Defendant's records.

135. Therefore, Plaintiff Kiss should be permitted to bring this action as a class action for and on behalf of himself and those Illinois employees similarly situated.

FACTUAL BACKGROUND

136. The foregoing paragraphs are incorporated herein as if set forth in full.

137. Plaintiff Maddy has worked for Defendant for approximately 9 years and currently is employed by Defendant as a service technician.

138. Plaintiff Fredrick worked for Defendant as a service technician for approximately 16 years, ending in September of 2011.

139. Plaintiff Shellhammer worked for Defendant as a service technician for approximately 24 years and currently is employed by Defendant as a service technician.

140. Plaintiff Michienzi worked for Defendant as a service technician for approximately 19 years, ending in December of 2011.

141. Plaintiff Bergmann worked for Defendant as a service technician for approximately 7 years and currently is employed by Defendant as a service technician.

142. Plaintiff Chelpaty worked for Defendant as a service technician for approximately 26 years and currently is employed by Defendant as a service technician.

143. Plaintiff Madden worked for Defendant as a service technician for approximately 12 years, ending in October of 2013.

144. Plaintiff Le Blanc worked for Defendant as a service technician for approximately 33 years and currently is employed by Defendant as a service technician.

145. Plaintiff Wilkerson worked for Defendant as a service technician for approximately 13 years and currently is employed by Defendant as a service technician.

146. Plaintiff Navarette worked for Defendant as a service technician for approximately 39 years, ending in March of 2014.

147. Plaintiff Benson worked for Defendant as a service technician for approximately 9 years and currently is employed by Defendant as a service technician.

148. Plaintiff Palmer worked for Defendant as a service technician for approximately 29 years, ending in August 2013.

149. Plaintiff Kiss worked for Defendant as a service technician for approximately 31 years and currently is employed by Defendant as a service technician.

150. Defendant committed the wage and hour violations asserted herein throughout Named Plaintiffs' employment with Defendant and continue to commit such violations currently to those Named Plaintiffs currently employed by Defendant.

151. Named Plaintiffs, Collective Plaintiffs, New Jersey Plaintiffs, Pennsylvania Plaintiffs, Massachusetts Plaintiffs, Florida, Rhode Island, Maryland, New York, Michigan, California and Illinois Plaintiffs (collectively referred to herein as “Plaintiffs”) are those who within the last three years have been or are presently employed by Defendant as service technicians, i.e. from January 2011 to January 2014 and continuing to the present date (this period is referred to herein as the “Relevant Period”).

152. Upon information and belief, Defendant has maintained an unlawful wage payment system for at least the last three years, and has enforced such unlawful policies nationwide to all of its service technicians.

153. Throughout the Relevant Period, Defendant GE, through its managers, supervisors and other management employees directly or indirectly acted in the interest of an employer toward Plaintiffs, and other similarly situated employees, including controlling the terms of employment and compensation of Plaintiffs, and others similarly situated.

154. Throughout the Relevant Period, Defendant GE, including its General Electric Consumer Services (“GECS”) division, was an enterprise engaged in commerce or in the production of goods for commerce as defined in the FLSA, 29 U.S.C. §§ 203(r) and (s). The annual gross sales volume of Defendant GE was in excess of \$500,000.00.

155. Named Plaintiffs and those similarly situated worked for Defendant GE as non-exempt service technicians and were compensated on an hourly basis for the work they performed pursuant to an agreed regular rate of pay under the applicable Collective Bargaining Agreement between Defendant and the Plaintiffs’ authorized collective bargaining representative.

156. Throughout the Relevant Period, Defendant GE organized its GECS into “zones” which were assigned to either the East Region or West Region of the United States.

157. Named Plaintiffs and other employees similarly situated reported to Customer Service Managers (CSM) who managed several zones.

158. Named Plaintiffs regularly worked over forty (40) hours per week during their employment. However, Defendant GE did not compensate Named Plaintiffs, and the other similarly situated employees, for all the hours and overtime hours worked including, without limitation, time Named Plaintiffs spent at the beginning of the shift performing tasks such as logging on to GE’s service tech computer to download jobs, responding to e-mails and other computer work – and then traveling to their first job of the day, as well as time spent working through lunch and time spent before their first call of each work day or after their last call of each work day.

159. Throughout the Relevant Period and continuing, Defendant GE failed to comply with the pay and overtime pay requirements of the FLSA, U.S.C. §§ 201-209, because Named Plaintiffs and those employees similarly situated performed labor for Defendant GE for which Defendant GE failed to pay Named Plaintiffs and the other similarly situated employees the compensation to which they were lawfully entitled for all of the hours worked in excess of forty (40) hours within a 7 day workweek at the rate of one and one-half times their regular rate of pay.

160. Throughout the Relevant Period, Defendant GE had in place policies and procedures purportedly requiring Named Plaintiffs and other similarly situated employees to properly report their daily start and stop times, as well as their lunch breaks, and any overtime hours. Also, Defendant GE's claimed policy and practice was to ensure Named Plaintiffs and

similarly situated employees were fully compensated for all hours worked, including pay for all overtime hours.

161. Throughout the Relevant Period, Defendant GE has had in place daily revenue goals for its service technicians, including Named Plaintiffs and other similarly situated employees, which penalized or reduced the daily revenue amount when overtime hours actually were worked, i.e. when more than 8 hours of work was performed in a day.

162. Additionally, throughout the Relevant Period, Defendant GE has had in effect a Performance Improvement Plan (“PIP”) which provides that a failure to meet or exceed the applicable daily revenue goals will result in counseling, written discipline, suspension and potential termination of employment of service technicians employed by Defendant GE, including Named Plaintiffs and other similarly situated employees.

163. Despite these purported policies and practices, Defendant knew through its direct managers (“CSM”) of the Named Plaintiffs, its direct managers of others similarly situated, and its Human Resource department employees, that it was not possible for Named Plaintiffs and others similarly situated, to perform all of their daily scheduled calls and other job duties, as well as to take their daily lunch break, without working overtime hours.

164. Because working overtime hours caused a reduction in the daily revenue computation for Named Plaintiffs’, it was well known by Plaintiffs’ managers, and the Human Resource department, that Named Plaintiffs and others similarly situated were performing substantial work off the clock every week in order to meet Defendant GE's daily revenue goals.

165. Failure to meet Defendant GE’s daily revenue goals, of course, pursuant to the PIP resulted in counseling, written reprimands and discipline. As a result of the concerns over

such potential discipline, Named Plaintiffs and those similarly situated were forced to work significant overtime hours off the clock.

166. Defendant GE directed Named Plaintiffs and others similarly situated to take daily a one-half hour unpaid lunch break (which sometimes was combined with two daily 15 minute breaks for a one hour unpaid lunch break).

167. However, due to high levels of scheduled customer calls and the threat of discipline, Named Plaintiffs, and those similarly situated, were not able to perform all of their scheduled service calls, and take the daily lunch break, but instead often performed work during their lunch break for Defendant GE.

168. As needed to perform their jobs for Defendant GE, Named Plaintiffs, and others similarly situated, took their vans in for servicing off the clock.

169. On a daily basis, after they completed their last service call of the day, Named Plaintiffs, and others similarly situated, then drove home, and in order to perform their jobs for Defendant GE, logged on to their computers and connected with Defendant GE's computer system to obtain the next day's service calls, to obtain information regarding those calls, to obtain information regarding parts ordered and/or received, to read and respond to e-mails, and to fulfill other job duties, all of which work for Defendant GE's benefit was performed off the clock.

170. Instead of following Defendant GE's purported policies which mandated compliance with the FLSA, to ensure Named Plaintiffs, and others similarly situated, met or exceeded Defendant GE's daily revenue goals, GE Managers threatened and intimidated Named Plaintiffs not to submit accurate timecards which reflected their actual hours worked.

171. For example, Defendant GE's computer software automatically included lunch in each day's electronic time cards, and in response to a service technician's submission of a time card showing lunch was not being taken, an e-mail was sent to the manager, who after would call the service technician to intimidate the service technician into changing the time card.

172. Requests for overtime by a service technician were denied, similarly not through an e-mail or text message to the service technician (which would create a record), but instead managers called and intimidated the service technician not to include overtime.

173. In direct violation of the FLSA and the applicable law requiring compensation for work performed during a continuous workday, Defendant GE through its policies, practices and communications advised Named Plaintiffs and those similarly situated that the time they spent on Defendant GE's computer system in the morning before their first call, the time thereafter spent driving to their first service call of the day, as well as the time spent driving from their final service call of the day and the time spent on Defendant GE's computer after they had returned home was not compensable time.

174. Despite its purported policies to ensure full wage payments to Plaintiffs, Defendant GE did not compensate Named Plaintiffs, and others similarly situated, for their overtime hours worked off the clock servicing their vans, receiving and/or obtaining parts and confirming, organizing and placing those parts in their vans, working during their lunch breaks, as well as calling customers before and after their clock in times.

175. Throughout the Relevant Period and continuing, Defendant GE failed to comply with the overtime pay requirements of the FLSA, 29 U.S.C. § 207, as Named Plaintiffs and others similarly situated performed labor for Defendant GE for which Defendant GE failed to

pay Named Plaintiffs and others similarly situated, the compensation to which they were lawfully entitled for all of the hours worked in excess of forty (40) hours within a 7 day workweek at the rate of one and one-half times their regular rate of pay.

COUNT I
Fair Labor Standards Act (“FLSA”)
(Claim for Unpaid Wages and Overtime Compensation)
(Named Plaintiffs and Collective Plaintiffs v. Defendant)

176. The foregoing paragraphs are incorporated herein as if set forth in full.

177. Plaintiffs regularly worked in excess of forty (40) hours per week during their employment with Defendant GE.

178. Also, other service technicians, who were similarly situated to Plaintiffs, were employed by Defendant GE and regularly worked in excess of forty (40) hours in one or more workweeks during their employment with Defendant GE during the Relevant Period and continuing.

179. Defendant failed to pay Plaintiffs, and the other employees similarly situated to them, one and one-half times their regular rate of pay for all overtime hours worked, in one or more workweeks within the three (3) year FLSA statute of limitations period.

180. Any time records and the compensation records of the amounts actually paid to Plaintiffs, and all other similarly situated employees, are in the possession and custody of Defendant GE.

181. Plaintiffs are entitled to be paid one and one-half times their regular rate of pay for each hour worked in excess of forty (40) hours per workweek during their employment with Defendant GE during the past three (3) years.

182. All similarly situated employees of Defendant GE also are owed unpaid overtime wages for each overtime hour they worked but were not properly paid during the three

(3) year FLSA statute of limitations period since January 2011 to the present date and continuing.

183. Defendant GE knowingly and willfully failed to pay Plaintiffs, and the other employees similarly situated to them, at time and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in a week and, therefore, are entitled to liquidated damages.

184. As a result of Defendant GE's intentional and willful failure to pay overtime in accordance with the FLSA, Plaintiffs, and those similarly situated to them, have suffered damages, plus incurred costs of this suit and reasonable attorneys' fees.

185. As a result of Defendant GE's willful violations of the FLSA, the Plaintiffs, and those similarly situated to them, are entitled to liquidated damages.

186. Plaintiffs have retained the undersigned attorneys to represent them in this action, and pursuant to 29 U.S.C. §216(b), Plaintiffs are entitled to recover all reasonable attorneys' fees and costs incurred in this action from Defendant GE.

187. Plaintiffs demand a jury by trial.

COUNT II
New Jersey Wage and Hour Law
(Failure to pay Overtime Compensation)
(Plaintiffs Maddy, Fredrick and New Jersey Plaintiffs v. Defendant)

188. The foregoing paragraphs are incorporated herein as if set forth in full.

189. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the NJWHL.

190. At all times relevant herein, Defendant was responsible for paying wages to Plaintiffs Maddy, Fredrick and New Jersey Plaintiffs.

191. At all times relevant herein, Plaintiffs Maddy, Fredrick and New Jersey Plaintiffs were employed with Defendant as “employees” within the meaning of the NJWHL.

192. Under the NJWHL, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

193. Defendant’s violations of the NJWHL include, but are not limited to, not paying Plaintiffs Maddy, Fredrick and New Jersey Plaintiffs for time worked on pre-shift and post-shift activities.

194. Defendant’s conduct in failing to pay Plaintiffs Maddy, Fredrick and New Jersey Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

195. As a result of Defendant’s unlawful conduct, Plaintiffs Maddy, Fredrick and New Jersey Plaintiffs have suffered damages as set forth herein.

COUNT III
New Jersey Wage Payment Collection Law
(Failure to pay Wages Earned)
(Plaintiffs Maddy and Fredrick and New Jersey Plaintiffs v. Defendant)

196. The foregoing paragraphs are incorporated herein as if set forth in full.

197. At all times relevant herein, Defendant has and continues to be an employer within the meaning of the NJWPCL.

198. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Maddy, Plaintiff Fredrick and New Jersey Plaintiffs.

199. At all times relevant herein, Plaintiff Maddy, Plaintiff Fredrick and New Jersey Plaintiffs were employed with Defendant as “employees” within the meaning of the NJWPCL.

200. Under the NJWPCL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

201. Defendant's violations of the NJWPCL include, but are not limited to not paying Plaintiff Maddy, Plaintiff Fredrick and New Jersey Plaintiffs for time worked on pre-shift and post-shift activities.

202. Defendant's conduct in failing to pay Plaintiff Maddy, Plaintiff Fredrick and New Jersey Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

203. As a result of Defendant's unlawful conduct, Plaintiff Maddy, Plaintiff Fredrick and New Jersey Plaintiffs have suffered damages as set forth herein.

COUNT IV
Pennsylvania Minimum Wage Act
(Failure to pay Overtime Compensation)
(Plaintiff Shellhammer and Pennsylvania Plaintiffs v. Defendant)

204. The foregoing paragraphs are incorporated herein as if set forth in full.

205. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the PMWA.

206. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Shellhammer and Pennsylvania Plaintiffs.

207. At all times relevant herein, Plaintiff Shellhammer and Pennsylvania Plaintiffs were employed with Defendant as "employees" within the meaning of the PMWA.

208. Under the PMWA, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

209. Defendant's violations of the PMWA include, but are not limited to, not paying Plaintiff Shellhammer and Pennsylvania Plaintiffs for time worked on pre-shift and post-shift activities.

210. Defendant's conduct in failing to pay Plaintiff Shellhammer and Pennsylvania Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

211. As a result of Defendant's unlawful conduct, Plaintiff Shellhammer and Pennsylvania Plaintiffs have suffered damages as set forth herein.

COUNT V
Pennsylvania Wage Payment Collection Law
(Failure to pay Wages Earned)
(Plaintiffs Shellhammer and Pennsylvania Plaintiffs v. Defendant)

212. The foregoing paragraphs are incorporated herein as if set forth in full.

213. At all times relevant herein, Defendant has and continues to be an employer within the meaning of the PWPCL.

214. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Shellhammer and Pennsylvania Plaintiffs.

215. At all times relevant herein, Plaintiff Shellhammer and Pennsylvania Plaintiffs were employed with Defendant as "employees" within the meaning of the PWPCL.

216. Under the PWPCL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

217. Defendant's violations of the PWPCL include, but are not limited to not paying Plaintiff Shellhammer and Pennsylvania Plaintiffs for time worked on pre-shift and post-shift activities.

218. Defendant's conduct in failing to pay Plaintiff Shellhammer and Pennsylvania Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

219. As a result of Defendant's unlawful conduct, Plaintiff Shellhammer and Pennsylvania Plaintiffs have suffered damages as set forth herein.

COUNT VI
Massachusetts Overtime Law
(Failure to pay Overtime Compensation)
(Plaintiff Michienzi and Massachusetts Plaintiffs v. Defendant)

220. The foregoing paragraphs are incorporated herein as if set forth in full.

221. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the Massachusetts Overtime Law (MOL”).

222. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Michienzi and Massachusetts Plaintiffs.

223. At all times relevant herein, Plaintiff Michienzi and Massachusetts Plaintiffs were employed with Defendant as “employees” within the meaning of the MOL.

224. Under the MOL, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

225. Defendant’s violations of the MOL include, but are not limited to, not paying Plaintiff Michienzi and Massachusetts Plaintiffs for time worked on pre-shift and post-shift activities.

226. Defendant’s conduct in failing to pay Plaintiff Michienzi and Massachusetts Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

227. As a result of Defendant’s unlawful conduct, Plaintiff Michienzi and Massachusetts Plaintiffs have suffered damages as set forth herein.

COUNT VII
Massachusetts Payment of Wages Law
(Failure to pay Wages Earned)
(Plaintiff Michienzi and Massachusetts Plaintiffs v. Defendant)

228. The foregoing paragraphs are incorporated herein as if set forth in full.

229. At all times relevant herein, Defendant has continued to be an employer within the meaning of the Massachusetts Payment of Wages Law (“MPWL”).

230. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Michienzi and Massachusetts Plaintiffs.

231. At all times relevant herein, Plaintiff Michienzi and Massachusetts Plaintiffs were employed with Defendant as “employees” within the meaning of the MPWL.

232. Under the MPWL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

233. Defendant’s violations of the MPWL include, but are not limited to not paying Plaintiff Michienzi and Massachusetts Plaintiffs for time worked on pre-shift and post-shift activities.

234. Defendant’s conduct in failing to pay Plaintiff Michienzi and Massachusetts Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

235. As a result of Defendant’s unlawful conduct, Plaintiff Michienzi and Massachusetts Plaintiffs have suffered damages as set forth herein.

COUNT VIII
Florida Law
(Failure to pay Wages Earned)
(Plaintiff Bergmann and Florida Plaintiffs v. Defendant)

236. The foregoing paragraphs are incorporated herein as if set forth in full.

237. At all times relevant herein, Defendant has and continues to be an employer within the meaning of the Florida Wage and Hour Law (“FWHL”).

238. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Bergmann and Florida Plaintiffs.

239. At all times relevant herein, Plaintiff Bergmann and Florida Plaintiffs were employed with Defendant as “employees” within the meaning of the FWHL.

240. Under the FWHL, an employer must pay an employee minimum wages for all hours worked.

241. Defendant’s violations of the FWHL include, but are not limited to not paying Plaintiff Bergmann and Florida Plaintiffs for time worked on pre-shift and post-shift activities.

242. Defendant’s conduct in failing to pay Plaintiff Bergmann and Florida Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

243. As a result of Defendant’s unlawful conduct, Plaintiff Bergmann and Florida Plaintiffs have suffered damages as set forth herein.

COUNT IX
Rhode Island Minimum Wage Act
(Failure to pay Overtime Compensation)
(Plaintiff Le Blanc and Rhode Island Plaintiffs v. Defendant)

244. The foregoing paragraphs are incorporated herein as if set forth in full.

245. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the Rhode Island Minimum Wage Act (“RIMWA”).

246. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Le Blanc and Rhode Island Plaintiffs.

247. At all times relevant herein, Plaintiff Le Blanc and Rhode Island Plaintiffs were employed with Defendant as “employees” within the meaning of the RIMWA.

248. Under the RIMWA, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

249. Defendant's violations of the RIMWA include, but are not limited to, not paying Plaintiff Le Blanc and Rhode Island Plaintiffs for time worked on pre-shift and post-shift activities.

250. Defendant's conduct in failing to pay Plaintiff Le Blanc and Rhode Island Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

251. As a result of Defendant's unlawful conduct, Plaintiff Le Blanc and Rhode Island Plaintiffs have suffered damages as set forth herein.

COUNT X
Rhode Island Minimum Wage Law
(Failure to pay Wages Earned)
(Plaintiff Le Blanc and Rhode island Plaintiffs v. Defendant)

252. The foregoing paragraphs are incorporated herein as if set forth in full.

253. At all times relevant herein, Defendant has continued to be an employer within the meaning of the Rhode Island Minimum Wage Act ("RIMWA").

254. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Le Blanc and Rhode Island Plaintiffs.

255. At all times relevant herein, Plaintiff Le Blanc and Rhode Island Plaintiffs were employed with Defendant as "employees" within the meaning of the RIMWA.

256. Under the RIMWA, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

257. Defendant's violations of the RIMWA include, but are not limited to not paying Plaintiff Le Blanc and Rhode Island Plaintiffs for time worked on pre-shift and post-shift activities.

258. Defendant's conduct in failing to pay Plaintiff Le Blanc and Rhode Island Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

259. As a result of Defendant's unlawful conduct, Plaintiff Le Blanc and Rhode Island Plaintiffs have suffered damages as set forth herein.

COUNT XI
Maryland Wage and Hour Law
(Failure to pay Overtime Compensation)
(Plaintiff Wilkerson and Maryland Plaintiffs v. Defendant)

260. The foregoing paragraphs are incorporated herein as if set forth in full.

261. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the Maryland Wage and Hour Law, Md. Code §§ 30401, et seq. ("MWHL").

262. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Wilkerson and Maryland Plaintiffs.

263. At all times relevant herein, Plaintiff Wilkerson and Maryland Plaintiffs were employed with Defendant as "employees" within the meaning of the MWHL.

264. Under the MWHL, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

265. Defendant's violations of the MWHL include, but are not limited to, not paying Plaintiff Wilkerson and Maryland Plaintiffs for time worked on pre-shift and post-shift activities.

266. Defendant's conduct in failing to pay Plaintiff Wilkerson and Maryland Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

267. As a result of Defendant's unlawful conduct, Plaintiff Wilkerson and Maryland Plaintiffs have suffered damages as set forth herein.

COUNT XII
Maryland Wage Payment and Collection Law
(Failure to pay Wages Earned)
(Plaintiff Wilkerson and Maryland Plaintiffs v. Defendant)

268. The foregoing paragraphs are incorporated herein as if set forth in full.

269. At all times relevant herein, Defendant has continued to be an employer within the meaning of the Maryland Wage Payment and Collection Law, Md. Code, Lab. & Empl. §§ 3-501 et seq. (“MWPCL”).

270. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Wilkerson and Maryland Plaintiffs.

271. At all times relevant herein, Plaintiff Wilkerson and Maryland Plaintiffs were employed with Defendant as “employees” within the meaning of the MWPCL.

272. Under the MWPCL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

273. Defendant’s violations of the MWPCL include, but are not limited to not paying Plaintiff Wilkerson and Maryland Plaintiffs for time worked on pre-shift and post-shift activities.

274. Defendant’s conduct in failing to pay Plaintiff Wilkerson and Maryland Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

275. As a result of Defendant’s unlawful conduct, Plaintiff Wilkerson and Maryland Plaintiffs have suffered damages as set forth herein.

COUNT XIII
New York Labor Law
(Failure to pay Overtime Compensation)
(Plaintiff Navarette and New York Plaintiffs v. Defendant)

276. The foregoing paragraphs are incorporated herein as if set forth in full.

277. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the New York Labor Law, Article 19, §§ 650 et seq. (“NYLL”).

278. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Navarette and New York Plaintiffs.

279. At all times relevant herein, Plaintiff Navarette and New York Plaintiffs were employed with Defendant as “employees” within the meaning of the NYLL.

280. Under the NYLL, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

281. Defendant’s violations of the NYLL include, but are not limited to, not paying Plaintiff Navarette and New York Plaintiffs for time worked on pre-shift and post-shift activities.

282. Defendant’s conduct in failing to pay Plaintiff Navarette and New York Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

283. As a result of Defendant’s unlawful conduct, Plaintiff Navarette and New York Plaintiffs have suffered damages as set forth herein.

COUNT XIV
New York Labor Law
(Failure to pay Wages Earned)
(Plaintiff Navarette and New York Plaintiffs v. Defendant)

284. The foregoing paragraphs are incorporated herein as if set forth in full.

285. At all times relevant herein, Defendant has continued to be an employer within the meaning of the New York Labor Law, Article 19, §§ 650 et seq. (“NYLL”).

286. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Navarette and New York Plaintiffs.

287. At all times relevant herein, Plaintiff Navarette and New York Plaintiffs were employed with Defendant as “employees” within the meaning of the NYLL.

288. Under the NYLL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

289. Defendant’s violations of the NYLL include, but are not limited to not paying Plaintiff Navarette and New York Plaintiffs for time worked on pre-shift and post-shift activities.

290. Defendant’s conduct in failing to pay Plaintiff Navarette and New York Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

291. As a result of Defendant’s unlawful conduct, Plaintiff Navarette and New York Plaintiffs have suffered damages as set forth herein.

COUNT XV
Michigan Labor Law
(Failure to pay Overtime Compensation)
(Plaintiff Benson and Michigan Plaintiffs v. Defendant)

292. The foregoing paragraphs are incorporated herein as if set forth in full.

293. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the Michigan Minimum Wage Law, §408.381 et seq; Michigan statutes (“MMWL”).

294. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Benson and Michigan Plaintiffs.

295. At all times relevant herein, Plaintiff Benson and Michigan Plaintiffs were employed with Defendant as “employees” within the meaning of the MMWL.

296. Under the MMWL, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

297. Defendant's violations of the MMWL include, but are not limited to, not paying Plaintiff Benson and Michigan Plaintiffs for time worked on pre-shift and post-shift activities.

298. Defendant's conduct in failing to pay Plaintiff Benson and Michigan Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

299. As a result of Defendant's unlawful conduct, Plaintiff Benson and Michigan Plaintiffs have suffered damages as set forth herein.

COUNT XVI
Michigan Labor Law
(Failure to pay Wages Earned)
(Plaintiff Benson and Michigan Plaintiffs v. Defendant)

300. The foregoing paragraphs are incorporated herein as if set forth in full.

301. At all times relevant herein, Defendant has continued to be an employer within the meaning of the Michigan Minimum Wage Law, §408.381 et seq; Michigan statutes ("MMWL").

302. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Benson and Michigan Plaintiffs.

303. At all times relevant herein, Plaintiff Benson and Michigan Plaintiffs were employed with Defendant as "employees" within the meaning of the MMWL.

304. Under the MMWL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

305. Defendant's violations of the MMWL include, but are not limited to not paying Plaintiff Benson and Michigan Plaintiffs for time worked on pre-shift and post-shift activities.

306. Defendant's conduct in failing to pay Plaintiff Benson and Michigan Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

307. As a result of Defendant's unlawful conduct, Plaintiff Benson and Michigan Plaintiffs have suffered damages as set forth herein.

COUNT XVII
California Labor Law
(Failure to Pay Overtime Compensation)
(Plaintiff Palmer and California Plaintiffs v. Defendant)

308. The foregoing paragraphs are incorporated herein as if set forth in full.

309. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the California Wage Orders and Labor Code §510, 1194, 1198 and 558, California Wage Laws ("CWL").

310. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Palmer and California Plaintiffs.

311. At all times relevant herein, Plaintiff Palmer and California Plaintiffs were employed with Defendant as "employees" within the meaning of the CWL.

312. Under the CWL, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

313. Defendant's violations of the CWL include, but are not limited to, not paying Plaintiff Palmer and California Plaintiffs for time worked on pre-shift and post-shift activities.

314. Defendant's conduct in failing to pay Plaintiff Palmer and California Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

315. As a result of Defendant's unlawful conduct, Plaintiff Palmer and California Plaintiffs have suffered damages as set forth herein.

COUNT XVIII
California Labor Law
(Failure to Pay Wages Earned)
(Plaintiff Palmer and California Plaintiffs v. Defendant)

316. The foregoing paragraphs are incorporated herein as if set forth in full.

317. At all times relevant herein, Defendant has continued to be an employer within the meaning of the California Wage Order No. 4, and California Labor Code §510 and §1194 (“CWL”).

318. At all times relevant herein, Defendant was responsible for paying overtime compensation to Plaintiff Palmer and California Plaintiffs.

319. At all times relevant herein, Plaintiff Palmer and California Plaintiffs were employed with Defendant as non-exempt “employees” within the meaning of the California law.

320. Throughout the Relevant Period and continuing to the present date, Plaintiff Palmer and California Plaintiffs were non-exempt hourly employees entitled to be paid overtime compensation for all overtime hours worked.

321. Throughout the Relevant Period and continuing through the present date, Plaintiff Palmer and the California Plaintiffs worked in excess of eight hours in a workday and in excess of forty hours per week.

322. Defendants violated the California Wage Order No. 4 and California Code §510 and §1194 by failing to pay Plaintiff Palmer and California Plaintiffs overtime pay for hours worked in excess of eight hours per day and forty hours in a 7 day week.

323. Under the CWL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

324. Defendant's violations of the CWL include, but are not limited to not paying Plaintiff Palmer and California Plaintiffs for time worked on pre-shift and post-shift activities.

325. Defendant's conduct in failing to pay Plaintiff Palmer and California Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

326. As a result of Defendant's unlawful conduct, Plaintiff Palmer and California Plaintiffs have suffered damages as set forth herein.

COUNT XIX
California Labor Law
(Failure to Pay Wages Within Time Specified)
(Plaintiff Palmer and California Plaintiffs v. Defendant)

327. The foregoing paragraphs are incorporated herein as if set forth in full.

328. California Labor Code § 201 and § 202 require Defendant to pay its employees all wages due within the time specified by law. California labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wage until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

329. Plaintiff Palmer and all California Plaintiffs who ceased employment with Defendants are entitled to unpaid compensation, but to date have not received such compensation.

330. More than thirty days have passed since Plaintiff Palmer and California Plaintiffs ceased employment with the Defendant.

331. As a consequence of Defendant's willful conduct in not paying compensation for all hours worked, Plaintiff Palmer, and California Plaintiffs whose employment with Defendant ended during the Relevant Period, are entitled to thirty days' wages under California Labor Code § 203, together with interest thereon, and attorneys' fees and costs.

COUNT XX
California Labor Law
(Failure to Provide Proper Itemized Wage Statements)
(Plaintiff Palmer and California Plaintiffs v. Defendant)

332. The foregoing paragraphs are incorporated herein as if set forth in full.

333. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, hours worked, to Plaintiff Palmer and California Plaintiffs in violation of California Plaintiffs Labor Codes § 226(a), §1174 (d) and the IWC Wage Orders.

334. Plaintiff Palmer and California Plaintiffs are entitled to damages as provided under California Labor Code § 226 (e) , including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period. Plaintiff Palmer and California Plaintiffs are also entitled to damages as provided under California Labor Code § 1174.5, including a civil penalty of five hundred dollars (\$500).

COUNT XXI
California Labor Law
(Failure to Provide Meal Breaks)
(Plaintiff Palmer and California Plaintiffs v. Defendant)

335. The foregoing paragraphs are incorporated herein as if set forth in full.

336. Plaintiff Palmer and California Plaintiffs regularly have worked and/or continue to work in excess of five hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, as required by California Labor Code § 226.7 and § 512 and Wage Order No. 4-2001, § 11(a).

337. As a result of Defendant's failure to afford proper meal periods, Defendant is liable to Plaintiff Palmer and California Plaintiffs for one hour of additional pay at the regular

rate of compensation for each workday that the proper meal periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order No. 4-2001, § 119b).

COUNT XXII
California Labor Law
(Violation of California Unfair Competition Law)
(Plaintiff Palmer and California Plaintiffs v. Defendant)

338. The foregoing paragraphs are incorporated herein as if set forth in full.

339. Defendant has violated California Unfair Competition law (“UCL”), Cal. Bus. & Prof. Code § 17200 et seq.

340. The foregoing conduct, as alleged in this Complaint, violates the California Unfair Competition law, Cal. Bus. & Prof. Code § 17200 et. seq. which prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

341. At least since January 2008, Defendant committed, and continues to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendant’s conduct as herein alleged has injured Plaintiff Palmer and California Plaintiffs by wrongfully denying them earned wages.

342. Defendant engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. California Labor Code § 1194;
- b. California Labor Code §§ 201, 202, 203, 204, and 226;
- c. California Labor Code § 1174; and
- d. California labor Code § 501.

343. The unlawful and unfair business practices and acts of Defendant have unlawfully denied Plaintiff Palmer and the California Plaintiffs payment of earned overtime wages.

344. Plaintiff Palmer and the California Plaintiffs, seek restitution for their unpaid wages earned and due at a rate not less than one and one-half times the regular rate of pay for work performed in excess of forty hours in a workweek, or eight hours in a day, and double the regular rate of pay for work performed in excess of twelve hours per day.

345. Plaintiff Palmer and the California Plaintiffs seek to recover from Defendant their attorneys' fees and costs of this action, as provided by the UCL and California Labor Code § 218, § 218.5, and § 1194.

COUNT XXIII
Illinois Labor Law
(Failure to Pay Overtime Compensation)
(Plaintiff Kiss and Illinois Plaintiffs v. Defendant)

346. The foregoing paragraphs are incorporated herein as if set forth in full.

347. At all times relevant herein, Defendant has been and continues to be an employer within the meaning of the Illinois Minimum Wage Law, Ill. Comp. State §105/I, et seq. (“IMWL”).

348. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Kiss and Illinois Plaintiffs.

349. At all times relevant herein, Plaintiff Kiss and Illinois Plaintiffs were employed with Defendant as “employees” within the meaning of the IMWL.

350. Under the IMWL, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked in excess of forty (40) hours per workweek.

351. Defendant's violations of the IMWL include, but are not limited to, not paying Plaintiff Kiss and Illinois Plaintiffs for time worked on pre-shift and post-shift activities.

352. Defendant's conduct in failing to pay Plaintiff Kiss and Illinois Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

353. As a result of Defendant's unlawful conduct, Plaintiff Kiss and Illinois Plaintiffs have suffered damages as set forth herein.

COUNT XXIV
Illinois Labor Law
(Failure to Pay Wages Earned)
(Plaintiff Kiss and Illinois Plaintiffs v. Defendant)

354. The foregoing paragraphs are incorporated herein as if set forth in full.

355. At all times relevant herein, Defendant has continued to be an employer within the meaning of the Illinois Wage Payment and Collection Act, §820, Ill. Comp. Stat. §105/1, et seq. and the regulations promulgated thereunder. ("Illinois Wage Act").

356. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff Kiss and Illinois Plaintiffs.

357. At all times relevant herein, Plaintiff Kiss and Illinois Plaintiffs were employed with Defendant as "employees" within the meaning of the Illinois Wage Act.

358. Under the Illinois Wage Act, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

359. Defendant's violations of the Illinois Wage Act include, but are not limited to, not paying Plaintiff Kiss and Illinois Plaintiffs for time worked on pre-shift and post-shift activities.

360. Defendant's conduct in failing to pay Plaintiff Kiss and Illinois Plaintiffs properly was willful and was not based upon any reasonable interpretation of the law.

361. As a result of Defendant's unlawful conduct, Plaintiff Kiss and Illinois Plaintiffs have suffered damages as set forth herein.

WHEREFORE, Named Plaintiffs pray that this Court enter an Order providing that:

(1) Defendant is to compensate, reimburse, and make Named Plaintiffs, Collective Plaintiffs, and Class Plaintiffs whole for any and all pay and benefits they would have received had it not been for Defendant's illegal actions, including but not limited to past lost earnings. Named Plaintiffs and Collective Plaintiffs, and Class Plaintiffs should be accorded those benefits illegally withheld;

(2) Named Plaintiffs, Collective Plaintiffs, and Class Plaintiffs are to be awarded liquidated damages, treble damages, and/or punitive damages as applicable under the laws they are suing under in an amount equal to the actual damages in this case;

(3) Named Plaintiffs, Collective Plaintiffs, and Class Plaintiffs are to be awarded the costs and expenses of this action and reasonable attorneys' fees as provided by applicable federal and state law.

(4) Those similarly situated current and former employees of Defendant GE are entitled to join this case as a collective action pursuant to the FLSA, 29 U.S.C. § 216(b).

Respectfully Submitted,

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Dated: November 7, 2014

CERTIFICATE OF SERVICE

I, Justin L. Swidler, hereby certify that I caused to be served the foregoing **First Amended Individual, Collective Action and Class Action Complaint** via ECF upon the following:

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