

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No.:

SHARON ETCHIESON, on behalf of herself and all others similarly situated,

Plaintiff,

v.

SYKES ENTERPRISES, INC., and  
ALPINE ACCESS, INC.,

Defendant.

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**COLLECTIVE AND CLASS ACTION COMPLAINT**

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Plaintiff, Sharon Etchieson (“Plaintiff”), by and through counsel, brings this Collective and Class Action Complaint against Defendants Sykes Enterprises, Inc. and Alpine Access, Inc. (collectively, “SEI”)<sup>1</sup>, and states as follows:

**INTRODUCTION**

1. Plaintiff Sharon Etchieson is a former non-exempt, hourly Education Agent and a Work from Home Customer Service Representative for SEI. She performed customer service work utilizing a computer system. She routinely performed work off the clock without minimum wage payment and/or overtime payment for all hours worked over 40 hour per week. SEI also failed to include paid bonuses and other rewards into Plaintiff’s and other like employees’ regular rate of pay. SEI thus violated the FLSA and state wage and hour laws.

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<sup>1</sup> Sykes Enterprises, Inc. purchased Alpine Access ([www.alpineaccess.com](http://www.alpineaccess.com)) in August 2012 for \$150 million and now operates as “SYKES Home Powered by Alpine Access.”

2 Plaintiff brings this class and collective action on behalf of herself and all similarly situated current and/or former employees of SEI to recover for SEI's willful violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, and the Colorado Minimum Wage Act ("CMWA"), C.R.S. §§ 8-6-101, *et seq.* and the Colorado Wage Order.

3 As of January 31, 2016, SEI employs approximately 41,700 employees in global customer service call centers. Additionally, SEI employs approximately 7,500 at-home agents throughout North America. *See* Sykes 2015 Annual Report, p. 9. These operations are staffed by "customer service agents," "customer service representatives," "medical customer service agents," "technical customer service agents," "bilingual Spanish customer service agents," and other similarly described personnel (collectively, "CSAs"). However, regardless of the employees' job titles, all SEI CSAs perform the same basic job duties – providing customer support to individuals over the telephone.

4 The SEI CSA jobs (both at-home and at call center locations) are unskilled, non-exempt positions that typically pay from approximately \$8.00 to \$11.80 per hour.

5 In order to perform her job, Plaintiff was required to start up a USB Drive and log-in to several secure servers in order to access pertinent client data, sales records, etc. The preliminary setup and log-in process involved the startup of an entire suite of programs, the creation of secure (VPN) connections with SEI's and its corporate customer's computer systems, and the downloading of customer information. A typical CSA logs in and out of these systems 2-3 times per day as part of the work schedule and on many days, several more times due to technical issues.

6 Plaintiff was not allowed or even able to electronically "clock in" for her shift(s) until she completed the setup and log-in process. Thus, Plaintiff and all Class members worked "off-the-clock" during the "boot-up" process without compensation. The time Plaintiff spent

setting up and logging in each session directly benefitted SEI and the process was an essential part of Plaintiff's CSA job responsibilities.

7. Additionally, SEI's computer system automatically "clocked out" Plaintiff at the end of her designated shift(s) even if Plaintiff was in the middle of a call. SEI also required Plaintiff to boot down her computer at the end of her shift. SEI never accounted for or paid these postliminary activities even though SEI had the ability to do so. These postliminary activities were an essential part of Plaintiff's job responsibilities and these off-the-clock activities directly benefitted SEI and its corporate clients.

8. SEI did not record these pre-shift and post-shift job-related activities, and Plaintiff could not enter the time manually. SEI paid Plaintiff and other CSAs for three minutes of boot up time which did not fully compensate them for the time the booting up process took at the beginning of her shift or throughout the day.

9. SEI knows or could have easily determined how long it takes for a CSA to complete the preliminary setup and log-in process – indeed, it is the industry leader in the field – and it could have properly compensated Plaintiff and the Class for the work they performed, but it did not. SEI also knows or could have easily determined or tracked how long the last call of each CSA's shift took to wrap up, and SEI could have paid Plaintiff and the Class for the postliminary work they performed, but it did not.

10. SEI deliberate treatment of Plaintiff and its CSAs which denies them minimum wages and/or overtime compensation results in SEI violating the FLSA, and state wage and hour laws including Colorado law.

11. In addition, SEI failed to include bonuses paid to Plaintiff and other CSAs into their regular rate of pay for overtime calculation purposes which violates the FLSA, Colorado

state law, and other state laws. These bonuses include, but are not limited to, Total Rewards cash bonuses, other bonuses, and other rewards.

12. Therefore, Plaintiff seeks to recover unpaid wages on behalf of herself and several classes of CSAs nationwide under the FLSA and several classes of CSAs who worked in Colorado to remedy SEI's willful wage violations.

13. Plaintiff will add Rule 23 claims under other state wage and hour laws as this case progresses.

### **JURISDICTION AND VENUE**

14. This Court has original federal question jurisdiction under 28 U.S.C. § 1331 for the claims brought under the FLSA, 29 U.S.C. § 216(b) *et seq.*

15. This Court has supplemental jurisdiction over the Colorado state law wage and hour classes pursuant to 28 U.S.C. § 1367 in that the claims are part of the same case and controversy as the FLSA claim, the state and federal claims derive from a common nucleus of operative facts, the state claims will not substantially predominate over the FLSA claims, and exercising supplemental jurisdiction would be in the interests of judicial economy, convenience, fairness, and comity.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because SEI has offices, conducts business, and can be found in the District of Colorado, and the causes of action set forth herein have arisen and occurred in part in the District of Colorado. Venue is also proper under 29 U.S.C. § 1132(e)(2) because Defendant has substantial business contacts with the State of Colorado.

### **PARTIES**

17. Plaintiff, Sharon Etchieson, is an individual who currently resides in Colorado.

SEI employed Plaintiff as an Education Agent and a Work from Home Customer Service Representative from approximately September 2013 to March 2015 and from June 2015 to August 2015. Plaintiff's consent to become a FLSA Party Plaintiff is attached as an exhibit.

18. SEI is a publicly traded company incorporated in Florida. SEI provides call center services for a number of well-known global 2,000 companies including AT&T. *See* Sykes 2015 Annual Report, p. 7.

19. In August 2012, Sykes purchased Alpine Access, Inc., another leading provider of call center services, and today SEI (the combined Sykes and Alpine) is one of the largest call center operations in the world.

20. SEI is headquartered in the State of Florida, with its principal address at 400 North Ashley Drive, Suite 3100, Tampa, Florida 33602-4327.

21. Alpine Access has its corporate offices at 1120 Lincoln Street, Suite 1400, Denver, Colorado 80209.<sup>3</sup>

### **GENERAL ALLEGATIONS**

#### ***SEI Required Employees Work Off of the Clock***

22. SEI classified Plaintiff and other CSAs as non-exempt employees entitled to minimum wage and overtime compensation.

23. SEI uniformly applied this hourly payment structure to all CSAs.

24. Plaintiff and the other CSAs had the same primary duty of performing customer service work for customers and/or accounts assigned to them by SEI.

25. All SEI CSAs are similarly situated in that they share common job duties and descriptions, SEI treated them as non-exempt employees at all relevant times, they were all subject to SEI's policy and practice that failed to pay them for all work time and failed to include

the bonuses and other compensation into the regular rate of pay for overtime calculation purposes, and they all performed work without payment for all minimum wage and/or overtime compensation

26. Throughout her employment with SEI, Plaintiff regularly worked off-the-clock as part of her job as an At Home Customer Service Representative.

27. Plaintiff regularly worked off-the-clock while booting up prior to clocking in and as necessary throughout the workday, while wrapping up customer calls after SEI automatically clocked her out, and while booting down after she clocked out.

28. At all relevant times, SEI was Plaintiff's "employer" and SEI and its corporate clients directed and directly benefited from the preliminary and postliminary activities SEI required Plaintiff to perform.

29. At all relevant times, SEI and its corporate clients controlled Plaintiff's work and work schedule.

30. At all relevant times, SEI or its corporate clients tracked the amount of time that Plaintiff spent logged into SEI's or its corporate clients' computer systems; however, SEI failed to document, track, or pay Plaintiff for: (1) preliminary setup and log-in time that Plaintiff spent working prior to every session and as necessary throughout the workday; and (2) postliminary time spent wrapping up the final telephone calls of each shift and/or booting down and logging out after clocking out.

31. Upon information and belief, Plaintiff's supervisors informed her that her requests to be paid were being investigated and would be taken care of in a future payment. SEI never did this.

32. At all relevant times, SEI failed to record any of the preliminary and postliminary

time that Plaintiff worked which violated the FLSA's and CMWA's record keeping requirements.

33. At all relevant times, SEI's policies and practices deprived Plaintiff of wages that SEI owed for the preliminary and postliminary activities Plaintiff performed. In workweeks where Plaintiff worked 40 hours or more, SEI's policies and practices also deprived Plaintiff of overtime pay at a rate of 1.5 times their regular rate of pay.

34. During her employment with SEI, Plaintiff worked numerous hours of overtime. Accordingly, Plaintiff would have been entitled to receive overtime pay (at a rate of 1.5 times her regular hourly rate) for the time she spent working on uncompensated preliminary and postliminary activities had SEI properly documented and paid for the time.

35. SEI suffered and permitted Plaintiff and other CSAs to work hours without payment for minimum wages and in those weeks in which they worked more than forty hours per week, without overtime compensation for all hours worked.

36. For example, Plaintiff schedule fluctuated from day-to-day while a CSA. However, her regular schedule had her working Mondays through Fridays, generally from approximately 9:00 am until 5:30 pm. Additionally, Plaintiff worked at least three weekend days every month, generally working more than eight hours each weekend day. Plaintiff also performed additional hours of work each week booting up her computer system and booting down her computer system daily which was unpaid time.

37. As further example, on Plaintiff's bi-weekly paycheck dated June 5, 2015, SEI paid Plaintiff for 7.91 hours of overtime. However, Plaintiff worked about five hours of unpaid time during the two weeks booting up and down her computer for which SEI failed to pay her.

38. SEI likewise uniformly denied other CSAs payment for booting up and booting down time, and final call time.

***SEI Failed to Include Bonuses And Other Compensation Into Plaintiff's Regular Rate of Pay Which Violates the FLSA and Colorado Law***

39. SEI paid Plaintiff and other CSAs other compensation including bonuses, reward, and other compensation in additional to their regular hourly rate of pay.

40. SEI though violated the FLSA when SEI failed to include these bonuses and other compensation into Plaintiff's and other CSAs' regular rate of play.

41. For example, on Plaintiff's paycheck dated June 5, 2015, SEI paid Plaintiff a bonus of \$72.27. SEI, however, failed to include this bonus into Plaintiff's regular rate of pay when SEI calculated the overtime compensation due Plaintiff.

42. Another example is that Plaintiff won an Apple iPad in an employee drawing. SEI told Plaintiff that the iPad constituted compensation and withheld employee taxes from Plaintiff's paycheck based upon the value of the iPad.

43. However, SEI did not include the value of the iPad in Plaintiff's regular rate of pay for overtime calculation purposes.

***SEI Acted Willfully and in Bad Faith***

44. SEI is a leader in the field of call center services – in fact, it is the largest call center operation in the World. As such, SEI knew or should have known that the DOL issued Fact Sheet Number 64 instructing call centers that “off-the-clock” work encompassing boot-up and call finishing time is compensable.

45. Furthermore, CSAs have repeatedly sued SEI to recover unpaid wages including



overtime, but SEI intentionally refuses to pay its employees for all time worked at the legally required rates of pay. SEI has settled federal wage and hour lawsuits in Arkansas and Minnesota during the last five or so years. SEI thus is fully aware of its wage and hour obligations, but SEI continues to fall woefully short of meeting those obligations, and SEI continues to underpay its hard working employees.

46. SEI's conduct, as set forth in this Complaint, was willful and in bad faith, and has caused significant damages to Plaintiff and other CSAs.

### **COLLECTIVE ACTION ALLEGATIONS**

47. Plaintiffs bring this action as a collective and a class action seeking to certify four employee groups:

- a. A national FLSA § 216(b) opt-in Collective Action for off the clock work;
- b. A national FLSA § 216(b) opt-in Collective Action for failure to include all compensation into the employees' regular rate of pay;
- c. A Colorado state law Rule 23 class action for off the clock work; and
- d. A Colorado state law Rule 23 class action for failure to include all compensation into the employees' regular rate of pay.

48. Plaintiff brings Count I on behalf of herself and other similarly situated employees as authorized under the FLSA, 29 U.S.C. § 216(b). The similarly situated employees are:

All current and former SEI Customer Service Associates who during the last three years were not paid for off the clock work including their preliminary boot-up time, boot-up time during the work day, and postliminary "call completion" and boot down time. ("the FLSA Off the Clock Collective").

The at-home employees provided the same customer service support for SEI as the call center employees, and both worked preliminary and postliminary hours for which SEI failed to

compensate them.

49. SEI's requirement that Plaintiff and the FLSA Off The Clock Collective work off the clock and failure to pay for all work hours including overtime hours over 40 per week is a uniform policy, decision, and/or plan that applies to all CSAs.

50. Plaintiff brings Count II of this action pursuant to 29 U.S.C. § 216(b) of the FLSA individually and on behalf of:

All current and former SEI Customer Service Associates who during the last three years were paid bonuses and other like compensation which SEI failed to include in their regular rate of pay for overtime calculation purposes. ("the FLSA Regular Rate Collective").

The at-home employees provided the same customer service support for SEI as the call center employees, and SEI paid both bonuses and other like compensation for which SEI failed to include in their regular rate of pay.

51. SEI's failure to include the bonuses and other like compensation paid Plaintiff and the FLSA Regular Rate Collective is a uniform policy, decision, or plan that applies to all CSAs.

52. SEI's unlawful FLSA conduct has been widespread, repeated, and consistent.

53. SEI is liable under the FLSA for failing to properly compensate Plaintiff and the FLSA Off The Clock Collective and the FLSA Regular Rate Collective, and as such, notice should be sent to both FLSA Collectives. There are numerous similarly situated, current and former employees of SEI who have been denied minimum wage and/or overtime pay in violation of the FLSA who would benefit from the issuance of a Court supervised notice of the present lawsuit and the opportunity to join. Those similarly situated employees are known to SEI and are readily identifiable through SEI's records.

**COLORADO CLASS ACTION ALLEGATIONS**

54. Plaintiff brings Count III pursuant to Rule 23 on behalf of a putative Colorado

Class defined to include:

All current and former SEI Customer Service Associates who reside in Colorado and during the last three years were not paid for off-the-clock work including their preliminary “boot-up” time, boot-up time during the workday, and postliminary “call completion” time. (the “Colorado Off The Clock Class”).

55. Plaintiff brings Count IV pursuant to Rule 23 on behalf of a putative Colorado

Class defined to include:

All current and former SEI Customer Service Associates who during the last three years were paid bonuses and other like compensation which SEI failed to include in their regular rate of pay for overtime calculation purposes (the “Colorado Regular Rate Class”).

56. *Numerosity:* The members of the Colorado Off The Clock Class and the Colorado Regular Rate Class are so numerous that joinder of all members in the case would be impracticable. On information and belief, the number of call center and at-home workers numbers in the hundreds.

57. *Commonality/Predominance:* There is a well-defined community of interest among Colorado Off The Clock Class and the Colorado Regular Rate Class members, and common questions of *both* law and fact predominate in the action over any questions affecting individual members. These common legal and factual questions, include, but are not limited to, the following:

- a. Whether the preliminary time Colorado Off The Clock Class members spend on setup and log-in activities each session is compensable under the CMWA;
- b. Whether the postliminary time Colorado Off The Clock Class members spend handling the last call of their shift is compensable under the CMWA;
- c. Whether the SEI paid the Colorado Regular Rate Class Members bonuses and/or other compensation which SEI is legally required to include in the regular rate of pay calculation;

- d. Whether Colorado Off The Clock Class members are owed wages for time spent performing off the clock work, and if so, the appropriate amount thereof;
- e. Whether Colorado Regular Rate of Pay Class Members are owed overtime wages for SEI's failure to include all required compensation into the Members' regular rate of pay for overtime calculation purposes; and
- f. Whether SEI's violations were willful.

58. *Typicality*: Plaintiff's claims are typical of those of the Colorado Off The Clock Class and Colorado Regular Rate Class in that Plaintiff and all other members suffered damages as a direct and proximate result of SEI's common and systemic payroll policies and practices. Plaintiff's claims arise from the same SEI policies, practices, and course of conduct as all other Colorado Off The Clock Class and Colorado Regular Rate Class members' claims and Plaintiff's legal theories are based on the same legal theories as all other Colorado Off The Clock Class and Colorado Regular Rate Class members.

59. *Adequacy*: Plaintiff will fully and adequately protect the interests of the Colorado Off the Clock Class and Colorado Regular Rate Class, and Plaintiff has retained national counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Neither Plaintiff nor her counsel has interests that are contrary to, or conflicting with, the interests of the Colorado Off The Clock Class or the Colorado Regular Rate Class.

60. *Superiority*: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, because, *inter alia*, it is economically infeasible for Colorado Off The Clock Class and Colorado Regular Rate Class members to prosecute individual actions of their own given the relatively small amount of damages at stake for each individual along with the fear of reprisal by their employer.

61. The case will be manageable as a class action. Plaintiff and her counsel know of

no unusual difficulties in the case and SEI and its corporate clients all have advanced networked computer and payroll systems that will allow the class, wage, and damages issues in the case to be resolved with relative ease.

**COUNT I**  
**(Collective Action)**  
**VIOLATION OF THE FAIR LABOR STANDARDS ACT,**  
**29 U.S.C. § 201, et seq. FAILURE TO PAY MINIMUM WAGES AND**  
**OVERTIME -- OFF THE CLOCK CLAIM**

62. Plaintiff re-asserts and re-alleges the allegations set forth in the foregoing paragraphs above.

63. At all relevant times, SEI was an employer of Plaintiff and other similarly situated persons pursuant to 29 U.S.C. § 203.

64. At all relevant times, Plaintiff and other similarly situated persons were SEI employees pursuant to 29 U.S.C. § 203.

65. The FLSA requires each covered employer such as SEI to compensate all non-exempt employees at a rate of not less than the applicable minimum wage for all hour worked.

66. The FLSA requires each covered employer such as SEI to compensate all non-exempt employees at a rate of not less than one and one-half times the regular rate of pay for work performed in excess of forty hours per work week.

67. Plaintiff and the FLSA Off The Clock Collective are entitled to be paid minimum wage for all hours worked and overtime compensation for all hours worked over forty (40) per week.

68. SEI, pursuant to its policies and practices, failed and refused to pay minimum wage and/or overtime premiums to Plaintiff and the FLSA Off The Clock Collective for all of their hours worked and all hours worked over forty (40) per week.

69. SEI violated the FLSA, 29 U.S.C. § 201 *et seq.* by failing to compensate Plaintiff and the FLSA Off The Clock Collective for all minimum wage and/or overtime compensation.

70. By failing to record, report, and/or preserve accurate records of hours worked by Plaintiff and the FLSA Off The Clock Collective, SEI failed to make, keep, and preserve records with respect to each of their employees sufficient to determine their wages, hours, and other conditions and practice of employment, in violation of the FLSA, 29 U.S.C. § 201 *et seq.*

71. The foregoing conduct, as alleged herein, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

72. Plaintiff, on behalf of herself and the FLSA Off The Clock Collective, seeks damages in the amount of all respective minimum wage and/or unpaid overtime compensations at a rate of one and one-half times the regular rate of pay for work performed in excess of forty hours in a work week, plus liquidated damages as provided by the FLSA, 29 U.S.C. § 216(b), interest, and such other legal and equitable relief as the Court deems just and proper.

73. Plaintiff, on behalf of herself and the FLSA Off The Clock Collective, seeks recovery of all attorneys' fees, costs, and expenses of this action, to be paid by SEI, as provided by the FLSA, 29 U.S.C. § 216(b).

**COUNT II**  
**(Collective Action)**  
**VIOLATION OF THE FAIR LABOR STANDARDS ACT,**  
**29 U.S.C. § 201, et seq. FAILURE TO PAY OVERTIME**  
**REGULAR RATE CLAIM**

74. Plaintiff re-asserts and re-alleges the allegations set forth in the foregoing paragraphs above.

75. The FLSA requires each covered employer such as SEI to include all compensation paid to employees such as bonuses and other compensation into the employees'

regular rate of pay unless that compensation is specifically excluded. The FLSA does not exclude SEI's bonus payments and other like compensation.

76. Plaintiff and the FLSA Regular Rate Collective are entitled to be paid overtime compensation for all hours worked over forty (40) per week based upon their regular rate of pay they earned for that week.

77. SEI, pursuant to its policies and practices, failed and refused to pay the legally required overtime premiums to Plaintiff and the FLSA Regular Rate Collective for all hours worked over forty (40) per week.

78. SEI violated the FLSA, 29 U.S.C. § 201 *et seq.* by failing to compensate Plaintiff and the FLSA Regular Rate Collective for all overtime compensation at the legally required regular rate of pay.

79. Plaintiff, and the FLSA Regular Rate Collective are entitled to be paid overtime compensation for all hours worked over forty (40) per week at the legally required regular rate of pay.

80. SEI, pursuant to its policies and practices, failed and refused to pay overtime premiums to Plaintiff and the FLSA Regular Rate Collective for all hours worked over forty (40) per week at the required regular rate of pay.

81. Defendant violated the FLSA, 29 U.S.C. § 201 *et seq.* by failing to compensate Plaintiff and the FLSA Regular Rate Collective by failing to include bonuses and other like compensation into Plaintiff's and the FLSA Regular Rate Collective's regular rate of pay.

82. The foregoing conduct, as alleged herein, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

83. Plaintiff, on behalf of herself and the FLSA Regular Rate Collective, seeks

damages in the amount of all respective minimum wage and/or unpaid overtime compensations at a rate of one and one-half times the regular rate of pay for work performed in excess of forty hours in a work week, plus liquidated damages as provided by the FLSA, 29 U.S.C. § 216(b), interest, and such other legal and equitable relief as the Court deems just and proper.

84. Plaintiff, on behalf of herself and the FLSA Regular Rate Collective, seeks recovery of all attorneys' fees, costs, and expenses of this action, to be paid by SEI, as provided by the FLSA, 29 U.S.C. § 216(b).

**Count III**  
**(Colorado State Law Class Action)**  
**VIOLATIONS OF COLORADO LAW**  
**FAILURE TO PAY MINIMUM WAGES AND OVERTIME -- OFF THE CLOCK**  
**CLAIM**

168. Plaintiff re-asserts and re-alleges the allegations set forth in the foregoing paragraphs above.

169. The Colorado Minimum Wage Order requires that SEI pay its non-exempt, hourly employees the applicable minimum wage for all hours worked, and 1 ½ times their regular rate of pay for all hours worked in excess of 40 hours per week, all hours worked more than 12 hours in any work day, and all hours worked more than 12 consecutive hours regardless of the work day, whichever calculation results in the greater payment of wages.

170. At all relevant times, SEI has been, and continues to be, an “employer” within the meaning of Section 2(D) of the Colorado Minimum Wage Order.

171. At all relevant times, SEI has employed, and/or continues to employ, “employee[s],” including Plaintiff and the other Colorado Off The Clock Class members within the meaning of Section 2 of the Colorado Minimum Wage Order.

172. SEI violated the Colorado Minimum Wage Order by regularly and repeatedly



failing to compensate Plaintiff and the Colorado Off The Clock Class for the time spent on the unpaid work activities described in this Complaint.

173. Plaintiff, individually and on behalf of the Colorado Off The Clock Class, seeks the amount of their underpayments based on SEI's failure to pay lawfully due minimum and/or overtime wages, punitive damages or penalties including the employer's share of FICA, FUTA, state unemployment insurance, and any other required employment taxes, attorneys' fees, costs, and expenses of this action, and such other legal and equitable relief as the Court deems just and proper as provided by the Colorado Minimum Wage Order.

**Count IV**  
**(Colorado State Law Class Action)**  
**VIOLATIONS OF COLORADO LAW**  
**FAILURE TO PAY OVERTIME – REGULAR RATE CLAIM**

174. Plaintiff re-asserts and re-alleges the allegations set forth in the foregoing paragraphs above.

175. The Colorado Minimum Wage Order entitles employees to overtime compensation "not less than one and one-half times" the employee's regular rate of pay for all hours worked over 40 in a workweek. *See* Colorado Minimum Wage Order 28, 7 CCR 1103-1.

176. SEI violated the Colorado Minimum Wage Order by regularly and repeatedly failing to including in the regular rate of pay for Plaintiff and the Colorado Regular Rate Class bonuses and other like compensation described in this Complaint.

168. Plaintiff, individually and on behalf of the Colorado Regular Rate Class, seeks the amount of their underpayments based on SEI's failure to pay lawfully due overtime wages, punitive damages or penalties including the employer's share of FICA, FUTA, state unemployment insurance, and any other required employment taxes, attorneys' fees, costs, and expenses of this action, and such other legal and equitable relief as the Court deems just and

proper as provided by the Colorado Minimum Wage Order.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of herself and all other similarly-situated employees, requests the following relief:

- a. certifying the case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth above (Counts I-II);
- b. certifying the action as a class action pursuant to Rule 23 with respect to Plaintiff's Colorado state law claims (Counts III - IV);
- c. designating Plaintiff as the representative of the Classes and Rowdy Meeks Legal Group LLC as Class counsel;
- d. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and Colorado Minimum Wage Order;
- e. An injunction requiring SEI to cease its unlawful practices under, and comply with, the Colorado Minimum Wage Order
- f. an award of unpaid wages for all hours worked including overtime premiums due under the FLSA and Colorado Minimum Wage Order;
- g. an award of liquidated damages and/or punitive damages as a result of SEI's failure to pay for all hours worked including minimum wages and overtime premiums pursuant to 29 U.S.C. § 216;
- h. an award of damages representing the employer's share of FICA, FUTA, state unemployment insurance, and any other required employment taxes;
- i. pre-judgment and post-judgment interest as provided by law;
- j. an award of costs and expenses of this action including attorney and expert fees;
- k. such other relief as this Court deems fair and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby requests a trial by jury of all issues triable by jury.

Dated: November 15, 2016

Respectfully submitted,

*/s/ Rowdy B. Meeks*

Rowdy B. Meeks

**ROWDY MEEKS LEGAL GROUP LLC**

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Prairie Village, Kansas 66208

Tel: (913) 766-5587

Fax: (816) 875-5069

[Rowdy.Meeks@rmlegalgroup.com](mailto:Rowdy.Meeks@rmlegalgroup.com)

[www.rmlegalgroup.com](http://www.rmlegalgroup.com)

**ATTORNEYS FOR PLAINTIFF**

**CONSENT TO BECOME PARTY PLAINTIFF**

Fair Labor Standards Act of 1938, 29 U.S.C. 216(b)

I hereby consent to be a party plaintiff seeking unpaid wages and overtime against Sykes Enterprises, Inc. and Alpine Access, Inc., and their related companies. For purposes of pursuing my unpaid wage and overtime claims against Sykes Enterprises, Inc. and Alpine Access, Inc., and their related companies, I choose to be represented by Rowdy Meeks Legal Group LLC and other attorneys with whom they may associate.

Date: 9/26/2016

*Sharon Etchieson*

Sharon Etchieson

Printed Name: \_\_\_\_\_

# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

### I. (a) PLAINTIFFS

Sharon Etchieson, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Teller County, Colorado  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Rowdy B. Meeks, Rowdy Meeks Legal Group LLC  
8201 Mission Rd., Suite 250, Prairie Village, KS 66208

### DEFENDANTS

Sykes Enterprises, Inc. and Alpine Access, Inc.

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

### II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | <b>PTF</b>                 | <b>DEF</b>                 |   | <b>PTF</b>                 | <b>DEF</b>                 |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

### IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <hr/> <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
		<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

### V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Fair Labor Standards Act, 29 USC 201 et seq and Colorado state law claims

Brief description of cause:  
Failure to pay overtime and wages due

AP Docket

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE 11/15/2016 SIGNATURE OF ATTORNEY OF RECORD /s/ Rowdy B. Meeks

#### FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado

Sharon Etchieson, on behalf of herself and all other
similarly situated

Plaintiff(s)

v.

Sykes Enterprises, Inc. and Alpine Access, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Sykes Enterprises, Inc.
Paracorp Inc.
95 Emerson St. #601
Denver, CO 80218

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Rowdy B. Meeks
Rowdy Meeks Legal Group LLC
8201 Mission Rd., Suite 250
Prairie Village, KS 66208
913 766-5587; Rowdy.Meeks@rmlegalgroup.com
www.rmlegalgroup.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado

Sharon Etchieson, on behalf of herself and all other
similarly situated

Plaintiff(s)

v.

Sykes Enterprises, Inc. and Alpine Access, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Alpine Access, Inc.
Paracorp Inc.
95 Emerson St. #601
Denver, CO 80218

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
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I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sykes Enterprises, Alpine Access Rung Up with FLSA Class Action](#)

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