UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF NORTH CAROLINA

HEATHER ADAMS and DENISE COOK , individually and on behalf of others similarly	
situated,	Civil Action No.
Plaintiffs,)	FLSA COLLECTIVE ACTION/CLASS ACTION
v.	COMPLAINT AND JURY DEMAND
SITEL OPERATING CORPORATION, a)	
Delaware corporation,	JURY TRIAL DEMANDED
Defendant.	
)	
)	

Plaintiffs, HEATHER ADAMS and DENISE COOK, individually, and on behalf of all others similarly situated, by and through their attorneys, hereby bring this Collective/Class Action Complaint against Defendant, SITEL OPERATING CORPORATION, and state as follows:

INTRODUCTION

- 1. This is a collective and class action brought pursuant to 29 U.S.C. § 216(b) by Plaintiff, HEATHER ADAMS ("ADAMS") and Plaintiff, DENISE COOK ("COOK") (collectively, "Plaintiffs"), individually, and on behalf of all similarly situated persons employed by Defendant, SITEL OPERATING CORPORATION (hereinafter referred to as "Defendant" or "SITEL"), arising from Defendant's willful violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq.; the North Carolina Wage and Hour Act ("NCWHA"), N.C. Gen Stat. § 95-25.1, et seq.; the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10 to 110; and for breach of contract.
- 2. The U.S. Department of Labor recognizes that call center jobs, like those held by SITEL'S Work@Home Agents, are homogenous and it issued Fact Sheet #64 in July 2008 to alert

call center employees to some of the abuses which are prevalent in the industry. Ex. A, Fact Sheet #64.

- 3. One of those abuses, which are at issue in this case, is the employer's refusal to pay for work "from the beginning of the first principal activity of the workday to the end of the last principal activity of the workday." *Id.*, at 2.
- 4. Additionally, Fact Sheet #64 specifically condemns an employer's non-payment of an employee's necessary pre-shift and post-shift activities: "An example of the first principal activity of the day for agents/specialists/representatives working in call centers includes starting the computer to download work instructions, computer applications and work-related emails." Additionally, the FLSA requires that "[a] daily or weekly record of all hours worked, including time spent in pre-shift and post-shift job-related activities must be kept." *Id*.

JURISDICTION AND VENUE

- 5. This Court has subject matter jurisdiction over Plaintiffs' FLSA claim pursuant to 28 U.S.C. § 1331 because it is a federal question under 29 U.S.C. § 201, et seq.
- 6. Additionally, this Court has jurisdiction over Plaintiffs' collective action FLSA claim, pursuant to 29 U.S.C. § 216(b), which provides that suit under the FLSA "may be maintained against any employer . . . in any Federal or State court of competent jurisdiction."
- 7. SITEL'S annual sales exceed \$500,000, and it has more than two employees, so the FLSA applies in this case on an enterprise basis.
- 8. SITEL'S Work@Home Agents engage in interstate commerce—including via telephone lines and the internet—and therefore they are also covered by the FLSA on an individual basis.

- 9. This Court has personal jurisdiction over SITEL because SITEL employed ADAMS in this judicial district and SITEL conducts business within this judicial district.
- 10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because ADAMS resides in this judicial district and a substantial portion of the events that give rise to ADAMS' claims occurred in this judicial district.

PARTIES

- 11. Plaintiff ADAMS is a resident of Southern Pines, North Carolina, who worked for SITEL as a Work@Home Agent from approximately July 2014 until April 2016. ADAMS signed a consent form to join this lawsuit, which is attached to this Complaint as Ex. B.
- 12. Plaintiff COOK, is a resident of Sumter, South Carolina who worked for SITEL as a Work@Home Agent from approximately July 2014 until April 2016. COOK signed a consent form to join this lawsuit, which is attached to this Complaint as Exhibit C.
- 13. Defendant, Sitel Operating Corporation, is a Delaware corporation with its headquarters and principal place of business located in Nashville, Tennessee. SITEL is licensed to do business in the State of North Carolina and its registered agent for service of process in North Carolina is Corporation Service Company, 327 Hillsborough Street, Raleigh, NC 27603-1725. Exhibit D, N.C. Secretary of State listing.
- 14. At all relevant times, SITEL owned and operated a business enterprise engaged in interstate commerce utilizing goods moved in interstate commerce, as defined in 29 U.S.C. § 203(s).
- 15. At all relevant times, Plaintiffs and the putative members were engaged in commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

- 16. According to its website, SITEL provides "contact center based Business Process Outsourcing (BPO) solutions in the U.S. to companies in every major industry." *See* http://sitel.com/countries/united-states. SITEL'S "client roster of composed of a marquee list of industry leaders, primarily Fortune 500 companies representing diverse verticals including Technology, Financial Services, Insurance, Communications, Manufacturing, Healthcare, Media & Entertainment and Travel." *Id*.
- 17. Employing over 61,000 people across the world, SITEL is "one of the world's largest and most diversified providers of customer care outsourcing services." *See* http://www.sitel.com/our-company/invester-relations.
- 18. In addition to maintaining traditional brick and mortar call center locations, SITEL employs home-based customer care agents that it calls "Work@Home Agents" through its "Sitel Work@Home Solutions" program. See http://www.sitel.com/solution/sitel-workhome-solutions. SITEL employs the Work@Home Agents in full and part time positions in no less than 34 states across the country. See http://www.sitel.com/careers/work-home/.
- 19. SITEL requires the Work@Home Agents to work a set schedule. SITEL does not compensate the Work@Home Agents for all work performed. Instead, SITEL only pays the Work@Home Agents for the time they are on the telephone and available to accept calls. This policy and practice results in Work@Home Agents not being paid for all time worked—including overtime—in violation of the FLSA and state contract law.
- 20. Specifically, SITEL does not compensate its Work@Home Agents for all work performed, including at the beginning of each shift in connection with starting up and logging into various computer programs and applications; during each shift in connection with technical issues; mid-shift in connection with activities performed during the Work@Home Agents' lunch break;

and subsequent to each shift in connection with shutting down and logging out of various computer programs and applications. SITEL'S compensation policies and practices as they are actually enforced—as opposed to how they may be written—result in Work@Home Agents not being paid for all time worked and for all of their work, including overtime, in violation of the FLSA and state contract law.

- 21. SITEL'S Work@Home Agents use multiple computer programs, software programs, servers and applications, in the course of performing their job duties. These programs, servers and applications are an integral and important part of their work because they cannot perform their job without them.
- 22. All of SITEL'S Work@Home Agents perform the same basic job duties and are required to use the same computer programs, software programs, servers and applications.
- 23. SITEL'S Work@Home Agents' jobs are non-exempt positions that typically pay a few dollars more than the federally mandated minimum wage.

HEATHER ADAMS' ALLEGATIONS

- 24. ADAMS was employed by SITEL as a Work@Home Agent in Southern Pines, North Carolina, from approximately July 2014 through April 2016.
- 25. In order to perform her job, prior to each shift ADAMS was required to start-up and log-in to various secure computer programs, software programs, servers and applications. The start-up and log-in process took substantial time on a daily basis with said time ranging from 10 to 15 minutes per day and could take as long as 30 minutes if ADAMS was experiencing problems that required her to reboot her modem and router.
- 26. At the end of each shift, ADAMS was required to shut down and log-out of the various secure computer programs, software programs, servers and applications that she utilized

during her shift. Additionally, during her post-shift activities, ADAMS was required to perform other tasks such has sending in her sales report at the end of the day. The shutdown and log-out process took substantial time on a daily basis with said time ranging from 5 to 10 minutes per day.

- 27. Pursuant to SITEL'S compensation policies, ADAMS and other Work@Home Agent are not paid for the pre- and post-shift activities described above. Accordingly, SITEL failed to pay Work@Home Agent for no less than 10 to 30 minutes per day of work performed in connection with the pre-shift and post-shift activities.
- 28. The unpaid time ADAMS and the putative Class spend starting up and logging into each session directly benefits SITEL and this process is an essential part of ADAMS' job responsibilities as a Work@Home Agent.
- 29. Similarly, the unpaid time ADAMS and the putative Class spend shutting down and logging out of each session directly benefits SITEL and this process is also an essential part of ADAMS job responsibilities as a Work@Home Agent.
- 30. Additionally, at periodic times both prior to and during her work shifts, ADAMS would experience technical issues with and be disconnected from SITEL'S computer systems and/or software.
- 31. SITEL fails to pay ADAMS and its Work@Home Agents for all time they spend dealing with pre- or mid-shift technical issues. Specifically, SITEL fails to pay the Work@Home Agents for time spent:
 - a. On hold waiting to speak to a member of SITEL'S technical support team
 which often times takes 10 to 15 minutes or longer;
 - b. Speaking to members of SITEL'S technical support team which often times takes 10 to 15 minutes or longer; and
 - c. Time spent performing start-up and log-in procedures once the technical issue is resolved.

- 32. The unpaid time ADAMS and the putative Class spend in connection with technical issues directly benefits SITEL and this process is an integral and indispensable part of ADAMS' job responsibilities as a Work@Home Agent.
- 33. SITEL'S technical downtime compensation policies result in ADAMS and the putative Class being withheld substantial compensation on a regular basis.
- 34. SITEL provides its Work@Home Agent with one unpaid 30-minute lunch break per shift.
- 35. SITEL, however, requires its Work@Home Agents to perform the following functions during their unpaid lunch breaks:
 - a. Logging out of various computer programs and applications at the beginning of each lunch break but subsequent to clocking out of SITEL'S time keeping system a process that usually takes up to 5 minutes per shift;
 - b. Saving notes and case materials at the beginning of each lunch break but subsequent to clocking out of SITEL'S time keeping system a process that usually takes up to 5 minutes per shift; and
 - c. Logging into various computer programs and applications at the end of each lunch break but prior to clocking into SITEL'S time keeping system a process that usually takes up to 5 minutes per shift.
- 36. SITEL knew or could have easily determined how long it takes Work@Home Agents to complete the pre-shift start-up and log-in process, and the post-shift log-out process, and SITEL could have properly compensated ADAMS and the putative Class for the off-the-clock work they performed, but did not.
- 37. SITEL knew or could have easily determined the amount of unpaid time Work@Home Agents spend in connection with technical issues and could have paid the employees for this time, but did not.

- 38. SITEL knew or could have easily determined the amount of unpaid time Work@Home Agents spend in connection activities performed during their lunch breaks and could have paid the employees for this time, but did not.
- 39. ADAMS brings this action on behalf of herself and all other similarly situated Work@Home Agents to obtain declaratory relief and recover unpaid wages and overtime, liquidated damages, penalties, fees and costs, pre- and post-judgment interest, and any other remedies to which they may be entitled.
- 40. ADAMS was employed by SITEL as a Work@Home Agent from approximately July 2014 to April 2016 earning a wage of approximately \$10.00 per hour.
- 41. ADAMS worked on two distinct campaigns during her tenure with SITEL. First, ADAMS worked for the AAA Emergency Roadside Assistance for Northern California and Northern Nevada campaign from approximately July 2014 until December 2015. Second, ADAMS worked for the Cox Communications Video Tech campaign from approximately December 2015 until April 2016.
- 42. For the AAA Emergency Roadside Assistance campaign, in order to perform her job, prior to each shift ADAMS was required to start-up and log-in to various secure computer programs, software programs, servers and applications, including the following:
 - a. WYSE, a desktop computer provided by SITEL, which she would have to first turn on;
 - b. VDI e-mail, for company e-mails;
 - c. KC Portal, a resource containing company policies and procedures;
 - d. Google Maps, to map locations of callers;
 - e. MS Streets, to locate locksmiths;
 - f. Blue Pumpkin, a scheduling program that also tracks statistics such as the number and length of calls;
 - g. Spark chat, used to communicate with internal team coaches and supervisors;

- h. D3, a call tracking program;
- i. Avaya, for which logging in would trigger ADAMS getting paid and signal readiness to take calls (towards the end of the campaign, Avaya was replaced with CTI).
- 43. The aforementioned start-up and log-in process took substantial time on a daily basis with said time ranging from at least 5 to 15 minutes per day.
- 44. Although most of these applications were not launched in a particular order, Avaya would always be launched last because in order to start taking calls all of the other applications would first need to be running.
- 45. For the Cox Communications Video Tech campaign, in order to perform her job, prior to each shift ADAMS was required to start-up and log-in to various secure computer programs, software programs, servers and applications, including the following:
 - a. WYSE, a desktop computer, which she would have to first turn on;
 - b. Kana IQ, which housed the relevant articles and resources;
 - c. INAV, used to enter notes for Cox;
 - d. ICONS, an older program used for sales ordering and adding packages if INAV did not work;
 - e. VDI e-mail, for company e-mails;
 - f. Agent First Light, for scheduling and tracked call time;
 - g. Spark chat, used to communicate with internal team coaches and supervisors;
 - h. Avaya, which would signal readiness to take calls; and
 - i. CTI for logging-in.
- 46. The aforementioned start-up and log-in process took substantial time on a daily basis with said time ranging from at least 5 to 15 minutes per day.
- 47. Although most of these applications were not launched in a particular order, CTI would always be launched last because in order to take calls all of the other applications would first need to be running.

- 48. At the end of each shift, ADAMS and the other Work@Home Agents were required to shut down and log-out of the various secure computer programs, software programs, servers and applications that she utilized during her shift. Additionally, during her post-shift activities, ADAMS was required to perform other tasks such has sending in her sales report at the end of the day. The shutdown and log-out process took substantial time on a daily basis with said time typically lasting at least 5 minutes per day.
- 49. Pursuant to SITEL'S compensation policies, ADAMS and other Work@Home Agents are not paid for the pre- and post-shift activities described above. Accordingly, SITEL fails to pay Work@Home Agents for anywhere from 10 to 30 minutes per day for work performed in connection with the pre-shift and post-shift activities.
- 50. The unpaid time ADAMS and the putative Class spend starting up and logging into each session directly benefits SITEL and this process is an essential part of their responsibilities as Work@Home Agents.
- 51. Likewise, the unpaid time ADAMS and the putative Class spend shutting down and logging out of each session directly benefits SITEL and this process is an essential part of ADAMS' job responsibilities as a Work@Home Agent.
- 52. Additionally, at periodic times both prior to and during her work shifts, ADAMS and the putative Class experienced technical issues with and were disconnected from SITEL'S computer systems and/or software programs.
- 53. SITEL failed to pay ADAMS and its Work@Home Agents for all time they spend dealing with pre- or mid-shift technical issues. Specifically, SITEL fails to pay the Work@Home Agents for time spent:
 - a. On hold waiting to speak to a member of SITEL'S technical support team which often times takes 10 to 15 minutes or longer;

- b. Speaking to members of SITEL'S technical support team which often times takes 10 to 15 minutes or longer;
- c. Time spent performing start-up and log-in procedures once the technical issue is resolved; and
- d. If a technical problem took more than 30 minutes to resolve, SITEL would require ADAMS to log out and she would not get paid for the remainder of the time until the tech issue was resolved.
- 54. The unpaid time ADAMS and the putative Class spend in connection with technical issues directly benefits SITEL and this process is an essential part of ADAMS' job responsibilities as a Work@Home Agent.
- 55. SITEL'S technical downtime compensation policies result in ADAMS and the putative Class being withheld substantial compensation on a regular basis.
- 56. SITEL provides its Work@Home Agents with one unpaid 30-minute lunch break per shift.
- 57. SITEL, however, requires its Work@Home Agents to perform the following functions during their unpaid lunch breaks:
 - a. Logging out of various computer programs and applications at the beginning of each lunch break but subsequent to clocking out of SITEL'S time keeping system a process that usually takes up to 5 minutes per shift;
 - b. Saving notes and case materials at the beginning of each lunch break but subsequent to clocking out of SITEL'S time keeping system a process that usually takes up to 5 minutes per shift; and
 - c. Logging into various computer programs and applications at the end of each lunch break but prior to clocking into SITEL'S time keeping system a process that usually takes up to 5 minutes per shift.
- 58. At an estimated 10 to 30 minutes per day of unpaid pre-shift computer start-up and log-in time and post-shift log-out time, plus several additional unpaid minutes or hours dealing

with technical issues and performing work on lunch breaks, ADAMS and the putative Class are owed substantial back pay prior to liquidation and interest.

- 59. Some examples of specific workweeks where SITEL failed to pay ADAMS for hours worked in excess of 40 hours (as mandated by the FLSA) include the following:
 - a. Weeks of September 27, 2015 through October 10, 2015:
 - ➤ ADAMS was paid for 74.18 hours of regular time and 7.30 hours of overtime (Exhibit E, Adams Paystubs).
 - With pre-shift and post-shift time of at least 10 to 30 minutes per shift, ADAMS should have been paid an additional 100 to 300 minutes of overtime for the two-week period. Thus, ADAMS is entitled to overtime wages within a range of at least 100 to 300 minutes. Additionally, ADAMS is entitled to overtime wages in association with any unpaid work related to technical issues and in connection with any work performed during lunch breaks.
 - b. Weeks of October 11, 2015 through October 24, 2015:
 - ➤ ADAMS was paid for 80 hours of regular time and 5.73 hours of overtime (Exhibit E).
 - ➤ With pre-shift and post-shift time of 10 to 30 minutes per shift, ADAMS should have been paid an additional 100 to 300 minutes of overtime for the two-week period. Thus, ADAMS is entitled to overtime wages within a range of 100 to 300 minutes. Additionally, ADAMS is entitled to overtime wages in association with any unpaid work related to technical issues and in connection with any work performed during lunch breaks.
- 60. At all relevant times, SITEL was ADAMS' "employer" and SITEL directed and directly benefited from the unpaid and off-the-clock work ADAMS performed.
- 61. At all relevant times, SITEL controlled ADAMS' work schedule, duties, protocols, applications, assignments and employment conditions.
- 62. At all relevant times, SITEL was able to track the amount of time that ADAMS and the putative Class spent in connection with the pre-shift, post-shift, lunch break and technical

issues, activities described herein but failed to pay ADAMS and the putative Class for the work they performed in connection with these tasks each shift.

- 63. At all relevant times, ADAMS and the Class members were non-exempt hourly employees, subject to the requirements of the FLSA.
- 64. At all relevant times, SITEL used its adherence and attendance policies against ADAMS for her pre-shift, technical issues, lunch break and post-shift time worked and failed to pay for the time they worked performing these activities.
- 65. At all relevant times, SITEL'S policies and practices deprived ADAMS and the putative Class of wages owed for the pre-shift, post-shift, lunch break and technical issue time ADAMS and the putative Class worked.
- 66. SITEL is a leader in the field of call center services and knew or should have known that ADAMS and other Work@Home Agents time spent starting up, logging in to and logging out of SITEL'S computer systems, servers and programs, and time spent in connection with technical issues, including work performed during lunch breaks, is compensable under the FLSA and state contract law.
- Agents time spent starting up, logging in to and logging out of SITEL'S computer systems, servers and programs, and time spent in connection with technical issues, including work performed during lunch breaks, is compensable under the FLSA and state contract law because the Department of Labor had previously recovered \$144,000 in back wages and penalties from SITEL for "repeat violations of the FLSA" finding that "the company failed to pay its employees for the 28-39 minutes they were required to spend each week logging into Web applications before they could access the time clock to start their shift..." and that it "failed to keep accurate records of the

time employees spent conducting preparatory work," which mirrors the allegations in this Complaint. (Exhibit F, Oak Ridge Today Article: *Labor Department Recovers Nearly \$144,000 in Back Wages, Penalties from Sitel in Oak Ridge*).

- 68. ADAMS was specifically told by supervisors that she was not paid for the time it took her to boot-up her computers and applications pre-shift because it was the equivalent of a commuter who does not get paid for her commute to work. In fact, ADAMS and other Work@Home Agents would complain about not being paid for the pre-shift activities in the chatroom and management would get angry and accuse the Work@Home Agents of speaking negatively about the company.
- 69. ADAMS knows via these chats that many of the other Work@Home Agents were subject to the same policies and treatment and that they were not being compensated for off the clock work, despite the fact that Sitel has written policies that may say the opposite.
- 70. To the extent Sitel may have written policies that require Work@Home Agents to be paid overtime and/or for working off the clock, the reality is that Sitel did not follow these policies, which resulted in Work@Home Agents like ADAMS not being paid overtime for work they performed.
- 71. The fact that Sitel may have written policies that state employees should not work off the clock did not preclude Work@Home Agents like ADAMS from working off the clock without pay. In fact, requiring Work@Home Agents to work off the clock and be deprived of overtime was itself a policy and practice of Sitel.
- 72. The fact that Sitel may have written policies requiring Work@Home Agents like ADAMS to be completely relieved of their job duties during lunch did not preclude Work@Home Agents like ADAMS from working off the clock without pay during lunch. In fact, requiring

Work@Home Agents to work off the clock during lunch and be deprived of overtime was itself a policy and practice of Sitel.

- 73. The fact that Sitel may have written policies requiring Work@Home Agents like ADAMS to begin their workdays by clocking-in did not preclude Work@Home Agents like ADAMS from working off the clock during their pre-shift start up activities. In fact, requiring Work@Home Agents to work off the clock pre-shift and be deprived of overtime was itself a policy and practice of Sitel.
- 74. As described above, Sitel has a policy and practice of ignoring its written policies to pay Work@Home Agents like ADAMS overtime for off the clock work they performed during their startup, shutdown, meal break and technical downtime.
- 75. Although ADAMS worked for two different campaigns for Sitel and used some different applications during each campaign, the issues she had regarding not being paid overtime for pre-shift, post-shift, lunch break and technical downtime that lasted longer than 30 minutes were the same across the two campaigns. It simply did not matter that she used Blue Pumpkin for scheduling in the AAA campaign and Agent First Light for scheduling in the Cox campaign because she was not paid for the time it took to launch either of these applications as part of her pre-shift work for both campaigns.
- 76. ADAMS was trained and instructed by SITEL'S managers to open the Avaya and CTI applications last, which resulted in her not getting paid for her pre-shift application loading time and thereby forcing her to work off the clock, which deprived her of overtime pay.
- 77. ADAMS has personal knowledge of how other Work@Home Agents record their time and how they are also required to work off the clock because they were required to undergo the same training and Work@Home Agents have communicated about these issues with each other

in the chat rooms applications Sitel provided them. For instance, it was through one of these chats that a Sitel supervisor told ADAMS and the other Work@Home Agents connected to that chat room that a reason they were are not paid for their pre-shift start up time was because Sitel considered it the equivalent of an unpaid morning commute.

DENISE COOK'S ALLEGATIONS

- 78. COOK was employed by SITEL as a Work@Home Agent in Sumpter, South Carolina, from approximately July 2014 through January 2016. COOK was promoted to supervisor towards the end of her tenure with Sitel and she earned between \$9.00 and \$10.00 per hour while she worked for Sitel.
- 79. COOK worked on the Toys "Я" Us campaign wherein she would field in-bound calls from customers, track orders, place new orders, handle damaged merchandise claims and product returns, and answer questions about reward accounts.
- 80. COOK typically worked full-time, Monday through Friday, from 7:00 am until 4:00 pm or 8:00 am until 5:00 pm, and would often work more than 40 hours per week especially during the busy holiday season.
- 81. In order to do her job, COOK had to load various applications, which, to the best of her recollection, included the following:
 - a. WYSE, a desktop computer, which she would have to first turn on;
 - b. On-Contact, which was the main customer relationship management software where she could pull up a customer's file, see prior customer contact and enter information such a customer's first and last name;
 - c. Epiphany, which was used to check status of order and locate an order number;
 - d. Rewards Website, which contained information about a customer's rewards account;
 - e. Toys "R" Us Website, with general information about products;

- f. Spark, where agents could speak with their coaches for assistance;
- g. VDI, for e-mail;
- h. Avaya, through which inbound calls were routed and she would also use to speak with her coach;
- i. Blue Pumpkin, for scheduling (later replaced with IEX);
- j. CTI, call timer toolbar;
- k. Kronos, for timekeeping;
- 1. Store Locator, for finding nearest store to customer.
- 82. COOK would open the timekeeping applications—such as Kronos, Avaya and CTI—last because she would need the other applications to running before she could begin taking inbound calls.
- 83. It took COOK a significant amount of time to load her applications prior to the start of her shift. For example, if her shift was scheduled to start at 8:00 am, she would begin the preshift login and startup process at 7:30 am. However, Sitel would not let her clock-in more than 5 minutes before the start of her shift, no matter how long it actually took her to boot-up prior to her shift.
- 84. COOK'S coaches told her that she could not login more than 5 minutes before her shift. This was how COOK was trained and she believes the employee handbook stated this, as well. Her coaches were Mia Sheller; Shane Mosely; Gema Sotomayor, to the best of her recollection.
- 85. It always took COOK substantially longer to boot-up than the 5 minutes Sitel paid her. For instance, on an average day, it would take COOK 20 minutes to complete the pre-shift boot-up and login process. On a bad day, it could take as long as 30-40 minutes to complete the same the pre-shift boot-up and login process.

- 86. COOK typically took a 30 minute lunch break. However, while most of the applications she needed would run in the background during her lunch, several of them would require her to logoff, update and restart, such as On Contact and Epiphany. After lunch, it would take her approximately 2-3 minutes to log back in and she would not get paid for this time.
- 87. Occasionally, during a shift, COOK would experience technical downtime. SITEL would not pay more than 30 minutes for a technical problem, no matter how long it took that problem to be resolved or how much time COOK actually spent speaking with SITEL'S tech support personnel. Approximately twice per month, COOK would experience technical downtime that would take an hour or two to resolve but she would only be paid at most for 30 minutes per incidence of technical downtime.
- 88. COOK is aware of other Work@Home Agents who complained about not getting paid for technical downtime, including the time they spent trying to resolve issues with SITEL'S tech support personnel or because SITEL failed to properly adjust an agent's time.
- 89. There were times COOK was shorted pay because SITEL failed to properly adjust her time after experiencing a technical problem.
- 90. Some examples of specific workweeks where SITEL failed to pay COOK for hours worked in excess of 40 hours (as mandated by the FLSA) include the following:
 - a. Weeks of October 12, 2014 through October 25, 2014:
 - ➤ COOK was paid for 80.00 hours of regular time and 1.60 hours of overtime (Exhibit G, Cook Paystubs).
 - ➤ With pre-shift and post-shift time of at least 10 to 30 minutes per shift, COOK should have been paid an additional 100 to 300 minutes of overtime for the two-week period. Thus, COOK is entitled to overtime wages within a range of at least 100 to 300 minutes. Additionally, COOK is entitled to overtime wages in association with any unpaid work related to technical issues and in connection with any work performed during lunch breaks.

- b. Weeks of October 26, 2014 through November 8, 2014:
 - COOK was paid for 80 hours of regular time and 2.12 hours of overtime (Exhibit G).
 - ➤ With pre-shift and post-shift time of at least 10 to 30 minutes per shift, COOK should have been paid an additional 100 to 300 minutes of overtime for the two-week period. Thus, COOK is entitled to overtime wages within a range of at least 100 to 300 minutes. Additionally, COOK is entitled to overtime wages in association with any unpaid work related to technical issues and in connection with any work performed during lunch breaks.
- 91. At all relevant times, SITEL was COOK'S "employer" and SITEL directed and directly benefited from the unpaid and off-the-clock work COOK performed.
- 92. At all relevant times, SITEL controlled COOK'S work schedule, duties, protocols, applications, assignments and employment conditions.
- 93. At all relevant times, SITEL was able to track the amount of time that COOK and the putative Class spent in connection with the pre-shift, post-shift, lunch break and technical issues, activities described herein but failed to pay COOK and the putative Class for the work they performed in connection with these tasks each shift.
- 94. At all relevant times, COOK and the Class members were non-exempt hourly employees, subject to the requirements of the FLSA.
- 95. At all relevant times, SITEL used its adherence and attendance policies against COOK for her pre-shift, technical issues, lunch break and post-shift time worked and failed to pay for all of the time they worked performing these activities.
- 96. At all relevant times, SITEL'S policies and practices deprived COOK and the putative Class of wages owed for the pre-shift, post-shift, lunch break and technical issue time COOK and the putative Class worked.

- 97. SITEL is a leader in the field of call center services and knew or should have known that COOK and other Work@Home Agents time spent starting up, logging in to and logging out of SITEL'S computer systems, servers and programs, and time spent in connection with technical issues, including work performed during lunch breaks, is compensable under the FLSA and state contract law.
- 98. To the extent SITEL may have written policies that require Work@Home Agents to be paid overtime and/or for working off the clock, the reality is that SITEL did not follow these policies, which resulted in Work@Home Agents like COOK not being paid overtime for work they performed.
- 99. The fact that SITEL may have written policies that state employees should not work off the clock did not preclude Work@Home Agents like COOK from working off the clock without pay. In fact, requiring Work@Home Agents to work off the clock and be deprived of overtime was itself a policy and practice of Sitel.
- 100. The fact that SITEL may have written policies requiring Work@Home Agents like COOK to be completely relieved of their job duties during lunch did not preclude Work@Home Agents like COOK from working off the clock without pay during lunch. In fact, requiring Work@Home Agents to work off the clock during lunch and be deprived of overtime was itself a policy and practice of SITEL.
- 101. The fact that SITEL may have written policies requiring Work@Home Agents like COOK to begin their workdays by clocking-in did not preclude Work@Home Agents like COOK from working off the clock during their pre-shift start up activities. In fact, requiring Work@Home Agents to work off the clock pre-shift and be deprived of overtime was itself a policy and practice of SITEL.

102. As described above, SITEL has a policy and practice of ignoring its written policies to pay Work@Home Agents like COOK overtime for off the clock work they performed during their startup, shutdown, meal break and technical downtime.

COLLECTIVE ACTION ALLEGATIONS

103. Plaintiffs bring this action pursuant to 29 U.S.C. § 216(b) of the FLSA on their own behalf and on behalf of:

All current and former hourly home-based Work@Home Agents who worked for Defendant at any time during the last three years.

(hereinafter referred to as the "Class"). Plaintiffs reserve the right to amend this definition if necessary.

- 104. Excluded from the Class are all SITEL'S executives, administrative and professional employees, including computer professionals and outside sales persons.
- 105. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the employees described above are "similarly situated" to Plaintiffs under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiffs bring this collective action are similarly situated because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan; and (c) their claims are based upon the same factual and legal theories.
- 106. The employment relationship between SITEL and every Class member are the same and differ only by name, location, and rate of pay. The key issues the amount of uncompensated pre-shift start-up and log-in time, time associated with technical issues, time associated with performing work during lunch breaks, and post-shift shutdown and log-out time owed to each employee does not vary substantially from Class member to Class member.

- 107. The key legal issues are also the same for every Class member, to wit: whether the 10 to 30 minutes of unpaid pre-shift and post-shift time per shift, and the substantial unpaid time spent in association with technical issues and work performed during lunch breaks, is compensable under the FLSA.
- 108. Plaintiffs estimate that the putative Class, including both current and former employees over the relevant period, includes several thousand members. The precise number of Class members should be readily available from a review of SITEL'S personnel and payroll records.

RULE 23 NATIONWIDE CLASS ACTION ALLEGATIONS

109. Plaintiffs bring this action pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on their own behalf and on behalf of:

All current and former hourly home-based Work@Home Agents who worked for Defendant at any time during the last three years.

(hereinafter referred to as the "Rule 23 Nationwide Class"). Plaintiffs reserve the right to amend this definition if necessary.

- 110. The members of the Rule 23 Nationwide Class are so numerous that joinder of all Rule 23 Nationwide Class members in this case would be impractical. Plaintiffs reasonably estimate there are thousands of Rule 23 Nationwide Class members. Rule 23 Nationwide Class members should be easy to identify from SITEL'S computer systems and electronic payroll and personnel records.
- 111. There is a well-defined community of interest among Rule 23 Nationwide members and common questions of law and fact predominate in this action over any questions affecting individual members of the Rule 23 Nationwide Class. These common legal and factual questions, include, but are not limited to, the following:

- a. Whether the pre-shift time Rule 23 Nationwide Class members spend on start-up and log-in activities each session is compensable time;
- b. Whether the unpaid time Rule 23 Nationwide Class members spend in connection with technical issues is compensable time;
- c. Whether the unpaid time Rule 23 Nationwide Class members spend performing work functions during their lunch breaks is compensable time;
- d. Whether the post-shift time Rule 23 Nationwide members spend on shutdown and log-out activities is compensable time; and
- e. Whether SITEL'S non-payment of wages for all compensable time amounted to a breach of contract.
- 112. Plaintiffs' claims are typical of those of the Rule 23 Nationwide Class in that they and all other Rule 23 Nationwide Class members suffered damages as a direct and proximate result of the SITEL'S common and systemic payroll policies and practices. Plaintiffs' claims arise from the same pay policies, practices, promises and course of conduct as all other Rule 23 Nationwide Class members' claims and their legal theories are based on the same legal theories as all other Rule 23 Nationwide Class members.
- 113. Plaintiffs will fully and adequately protect the interests of the Rule 23 Nationwide Class and they retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Neither Plaintiffs nor her counsel have interests that are contrary to, or conflicting with, the interests of the Rule 23 Nationwide Class.
- 114. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because, *inter alia*, it is economically infeasible for Rule 23 Nationwide 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. Prosecution of this case as a Rule 23 Class action will also eliminate the possibility of duplicative lawsuits being filed in state and federal courts throughout the nation.

- 115. This case will be manageable as a Rule 23 Class action. Plaintiffs and their counsel know of no unusual difficulties in this case and SITEL and its corporate clients all have advanced, networked computer and payroll systems that will allow the class, wage, and damages issues in this case to be resolved with relative ease.
- 116. Because the elements of Rule 23(b)(3) are satisfied in this case, class certification is appropriate. *Shady Grove Orthopedic Assoc.*, *P.A. v. Allstate Ins. Co.*, 559 U.S. 393; 130 S. Ct. 1431, 1437 (2010) ("[b]y its terms [Rule 23] creates a categorical rule entitling a plaintiff whose suit meets the specified criteria to pursue his claim as a class action").
- 117. Because SITEL acted and refused to act on grounds that apply generally to the Rule 23 Nationwide Class and declaratory relief is appropriate in this case with respect to the Rule 23 Nationwide Class as a whole, class certification pursuant to Rule 23(b)(2) is also appropriate.

RULE 23 NORTH CAROLINA CLASS ACTION ALLEGATIONS

118. Plaintiff ADAMS brings this action pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on her own behalf and on behalf of:

All current and former hourly home-based Work@Home Agents who worked for Defendant at any time during the last three years.

(hereinafter referred to as the "Rule 23 North Carolina Class"). ADAMS reserves the right to amend this definition if necessary.

119. The members of the Rule 23 North Carolina Class are so numerous that joinder of all Rule 23 North Carolina Class members in this case would be impractical. ADAMS reasonably estimates that there are hundreds of Rule 23 North Carolina Class members. Rule 23 North Carolina Class members should be easy to identify from SITEL'S computer systems and electronic payroll and personnel records.

- 120. There is a well-defined community of interest among Rule 23 North Carolina Class members and common questions of law and fact predominate in this action over any questions affecting individual members of the Rule 23 North Carolina Class. These common legal and factual questions, include, but are not limited to, the following:
 - a. Whether the preliminary time Rule 23 North Carolina Class members spend on start-up and log- in activities each session is compensable time;
 - b. Whether the mid-shift time Rule 23 North Carolina Class members spend on connectivity issues is compensable time;
 - c. Whether the time Rule 23 North Carolina Class members spend on boot-up and login activities during their lunch break is compensable time;
 - d. Whether the postliminary time Rule 23 North Carolina Class members spend on log-out activities is compensable time;
 - e. Whether Rule 23 North Carolina Class members are owed wages (above the federally mandated minimum wage and overtime due under the FLSA) for time spent performing preliminary, mid-shift or postliminary activities, and if so, the appropriate amount thereof; and
 - f. Whether SITEL'S non-payment of wages amount to a breach of contract.
- 121. Plaintiff ADAMS' claims are typical of those of the Rule 23 North Carolina Class in that she and all other Rule 23 North Carolina Class members suffered damages as a direct and proximate result of the SITEL'S common and systemic payroll policies and practices. ADAMS' claims arise from the same Defendant's policies, practices, promises and course of conduct as all other Rule 23 North Carolina Class members' claims and her legal theories are based on the same legal theories as all other Rule 23 North Carolina Class members.
- 122. ADAMS will fully and adequately protect the interests of the Rule 23 North Carolina Class and she has retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Neither ADAMS nor her counsel have interests that are contrary to, or conflicting with, the interests of the Rule 23 North Carolina Class.

- 123. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because, *inter alia*, it is economically infeasible for Rule 23 North Carolina 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. Prosecution of this case as a Rule 23 Class action will also eliminate the possibility of duplicative lawsuits being filed in state and federal courts throughout the nation.
- 124. This case will be manageable as a Rule 23 Class action. ADAMS and her counsel know of no unusual difficulties in this case and SITEL and its corporate clients all have advanced, networked computer and payroll systems that will allow the class, wage, and damages issues in this case to be resolved with relative ease.
- 125. Because the elements of Rule 23(b)(3) are satisfied in this case, class certification is appropriate. *Shady Grove Orthopedic Assoc.*, *P.A. v. Allstate Ins. Co.*, 559 U.S. 393; 130 S. Ct. 1431, 1437 (2010) ("[b]y its terms [Rule 23] creates a categorical rule entitling a plaintiff whose suit meets the specified criteria to pursue his claim as a class action").
- 126. Because SITEL acted and refused to act on grounds that apply generally to the Rule 23 North Carolina Class and declaratory relief is appropriate in this case with respect to the Rule 23 North Carolina Class as a whole, class certification pursuant to Rule 23(b)(2) is also appropriate.

RULE 23 SOUTH CAROLINA CLASS ACTION ALLEGATIONS

127. Plaintiff COOK brings this action pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on her own behalf and on behalf of:

All current and former hourly home-based Work@Home Agents who worked for Defendant at any time during the last three years.

(hereinafter referred to as the "Rule 23 South Carolina Class"). COOK reserves the right to amend this definition if necessary.

- 128. The members of the Rule 23 South Carolina Class are so numerous that joinder of all Rule 23 South Carolina Class members in this case would be impractical. COOK reasonably estimates that there are hundreds of Rule 23 South Carolina Class members. Rule 23 South Carolina Class members should be easy to identify from SITEL'S computer systems and electronic payroll and personnel records.
- 129. There is a well-defined community of interest among Rule 23 South Carolina Class members and common questions of law and fact predominate in this action over any questions affecting individual members of the Rule 23 South Carolina Class. These common legal and factual questions, include, but are not limited to, the following:
 - a. Whether the preliminary time Rule 23 South Carolina Class members spend on start-up and log- in activities each session is compensable time;
 - b. Whether the mid-shift time Rule 23 South Carolina Class members spend on connectivity issues is compensable time;
 - c. Whether the time Rule 23 South Carolina Class members spend on boot-up and login activities during their lunch break is compensable time;
 - d. Whether the postliminary time Rule 23 South Carolina Class members spend on log-out activities is compensable time;
 - e. Whether Rule 23 South Carolina Class members are owed wages (above the federally mandated minimum wage and overtime due under the FLSA) for time spent performing preliminary, mid-shift or postliminary activities, and if so, the appropriate amount thereof; and
 - f. Whether SITEL'S non-payment of wages amount to a breach of contract.
- 130. Plaintiff COOK'S claims are typical of those of the Rule 23 South Carolina Class in that she and all other Rule 23 South Carolina Class members suffered damages as a direct and proximate result of the SITEL'S common and systemic payroll policies and practices. COOK'S

claims arise from the same Defendant's policies, practices, promises and course of conduct as all other Rule 23 South Carolina Class members' claims and her legal theories are based on the same legal theories as all other Rule 23 South Carolina Class members.

- 131. COOK will fully and adequately protect the interests of the Rule 23 South Carolina Class and she has retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Neither COOK nor her counsel have interests that are contrary to, or conflicting with, the interests of the Rule 23 South Carolina Class.
- 132. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because, *inter alia*, it is economically infeasible for Rule 23 South Carolina 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. Prosecution of this case as a Rule 23 Class action will also eliminate the possibility of duplicative lawsuits being filed in state and federal courts throughout the nation.
- 133. This case will be manageable as a Rule 23 Class action. COOK and her counsel know of no unusual difficulties in this case and SITEL and its corporate clients all have advanced, networked computer and payroll systems that will allow the class, wage, and damages issues in this case to be resolved with relative ease.
- 134. Because the elements of Rule 23(b)(3) are satisfied in this case, class certification is appropriate. *Shady Grove Orthopedic Assoc.*, *P.A. v. Allstate Ins. Co.*, 559 U.S. 393; 130 S. Ct. 1431, 1437 (2010) ("[b]y its terms [Rule 23] creates a categorical rule entitling a plaintiff whose suit meets the specified criteria to pursue his claim as a class action").
- 135. Because SITEL acted and refused to act on grounds that apply generally to the Rule 23 South Carolina Class and declaratory relief is appropriate in this case with respect to the Rule

23 South Carolina Class as a whole, class certification pursuant to Rule 23(b)(2) is also appropriate.

COUNT I (29 U.S.C. § 216(b) Collective Action)

<u>VIOLATION OF THE FAIR LABOR STANDARDS ACT,</u> 29 U.S.C. § 201, et seq. -- FAILURE TO PAY OVERTIME

- 136. Plaintiffs re-allege and incorporate all previous paragraphs herein and further allege as follows.
- 137. At all times relevant to this action, SITEL was subject to the mandates of the FLSA, 29 U.S.C. § 201, et seq. See also 29 C.F.R. § 791.2(b).
- 138. At all times relevant to this action, SITEL was engaged in interstate commerce, or in the production of goods for commerce, as defined by the FLSA.
- 139. At all times relevant to this action, Plaintiffs each were an "employee" of SITEL within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.
- 140. Plaintiffs either (1) engaged in commerce; or (2) engaged in the production of goods for commerce; or (3) were employed in an enterprise engaged in commerce or in the production of goods for commerce.
- 141. At all times relevant to this action, SITEL "suffered or permitted" Plaintiffs and all similarly situated current and former employees to work and thus "employed" them within the meaning of 29 U.S.C. § 203(g) of the FLSA.
- 142. At all times relevant to this action, SITEL required Plaintiffs and all similarly situated current and former Class members to perform 10 to 30 minutes of pre-shift computer start-up/log-in time and post-shift shutdown/log-out time per shift, but failed to pay these employees the federally mandated overtime compensation for all services performed.

- 143. At all times relevant to this action, SITEL failed to pay Plaintiffs and all similarly situated current and former Class members' compensation for work they performed related to technical issues associated with SITEL'S computer programs and software.
- 144. At all times relevant to this action, SITEL required Plaintiffs and all similarly situated current and former Class members to perform work activities during their unpaid 30-minute lunch breaks, but failed to pay them the federally mandated overtime compensation for any of the services performed.
- 145. The pre-shift, post-shift, technical issues and lunch break unpaid work performed by Plaintiff and all similarly situated Class members every shift is an essential part of their jobs and these activities and the time associated with these activities is not *de minimis*.
- 146. In workweeks where Plaintiffs and other Class members worked 40 hours or more, the uncompensated pre-shift start-up and log-in time, the uncompensated technical issue time, the uncompensated lunch break time, and the uncompensated post-shift shutdown and log-out time, and all other overtime should have been paid at the federally mandated rate of 1.5 times each employee's regularly hourly wage. 29 U.S.C. § 207.
- 147. Plaintiffs and other Class members, by virtue of their job duties and activities actually performed, are all non-exempt employees.
- 148. SITEL'S violations of the FLSA were knowing and willful. SITEL knew or could have determined how long it takes *Work@Home Agents* to perform the off-the-clock work they performed including the work they performed pre-shift, in connection with technical issues, during their lunch break, and post-shift. Further, SITEL could have properly compensated Plaintiffs and the Class for these activities, but did not.

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

COUNT II (Rule 23 Nationwide Class Action)

BREACH OF CONTRACT

- 150. Plaintiffs re-allege and incorporate all previous paragraphs herein and further allege as follows.
- 151. At all times relevant to this action, SITEL had a binding and valid contract with Plaintiffs and every other Rule 23 Nationwide Class member to pay each employee for each hour they worked at a pre-established (contractual) regularly hourly rate in consideration of the work duties Plaintiffs and the Rule 23 Nationwide Class members performed on SITEL'S behalf.
- 152. Each Rule 23 Nationwide Class member's contractual hourly rate is identified in paystubs and other records that SITEL prepares as part of their regular business activities.
- 153. Upon information and belief, each Rule 23 Nationwide Class member, including Plaintiffs, has an hourly rate of approximately \$9.00 and \$10.00 per hour.
- 154. Plaintiffs and every other Rule 23 Nationwide Class member performed under the contract by doing their jobs and carrying out the work they performed each shift including the unpaid work that was required of them, accepted by SITEL, and that they performed, in connection with pre-shift, technical issues, lunch break, and post-shift activities.
- 155. By not paying Plaintiffs and every other Rule 23 Nationwide Class member the agreed upon hourly wage for the work they performed each shift in connection with pre-shift,

technical issues, lunch break, and post-shift activities, SITEL systematically breached its contracts with Plaintiffs and each member of the Rule 23 Nationwide Class.

- 156. Plaintiffs' and the Rule 23 Nationwide Class members' remedies under the FLSA are inadequate in this case to the extent SITEL paid them more than the federally mandated minimum wage of \$7.25 per hour but less than 40 hours per week (i.e., pure "gap time" claims).
- 157. SITEL also breached its duty of good faith and fair dealing by failing to keep track of the time Plaintiffs and other Rule 23 Nationwide Class members spent performing the off-the-clock activities, which is a fundamental part of an "employer's job."
- 158. As a direct and proximate result of SITEL'S breaches of the contracts alleged herein, Plaintiffs and every other member of the Rule 23 Nationwide Class has been damaged, in an amount to be determined at trial.
- 159. These claims are appropriate for nationwide class certification under Rules 23(b)(2) and (b)(3) because the law of contracts is substantially the same throughout the United States.

COUNT III (Rule 23 North Carolina Class Action)

<u>VIOLATIONS OF THE NORTH CAROLINA WAGE AND HOUR ACT,</u> <u>N.C. GEN. STAT. §§ 95-25.1, et seq. RELIEF REQUESTED</u>

- 160. Plaintiffs re-allege and incorporate all previous paragraphs herein and further alleges as follows.
- 161. At all times relevant to the action, SITEL was an employer covered by the overtime mandates of the North Carolina Wage and Hour Act ("NCWHA"), N.C. Gen Stat. §§ 95-25.1, et seq., and ADAMS and the Rule 23 Class employees are employees entitled to the NCWHA's protections.
- 162. The NCWHA entitles employees to compensation for every hour worked in a workweek. *See* N.C.G.S. § 95-25.3.

- 163. The NCWHA entitles employees to overtime compensation "not less than time and one-half of the regular rate of pay of the employee for those hours in excess of 40 hours per week." See N.C.G.S.A. § 95-25.4.
- 164. SITEL, ADAMS, and the Rule 23 North Carolina Class members are "employers" and "employees" for the purposes of the NCWHA.
- 165. SITEL violated the NCWHA by regularly and repeatedly failing to compensate ADAMS and the Rule 23 North Carolina Class for the time spent on the work activities described in this Complaint.
- 166. As a result, ADAMS and the Rule 23 North Carolina Class have and will continue to suffer loss of income and other damages. Accordingly, ADAMS and the Rule 23 North Carolina Class are entitled to recover unpaid wages owed, plus costs and attorneys' fees, and other appropriate relief under the NCWHA at an amount to be proven at trial. *See* N.C.G.S.A. § 95-25.22.

COUNT IV (Rule 23 South Carolina Class Action)

<u>VIOLATIONS OF THE SOUTH CAROLINA PAYMENT OF WAGES ACT,</u> <u>S.C. CODE ANN. § 41-10-10, et seq.</u>

- 167. Plaintiffs re-allege and incorporate all previous paragraphs herein and further allege as follows.
- 168. At all relevant times, SITEL has employed, and/or continues to employ, Plaintiff COOK and each of the S.C. Class Members within the meaning of the South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10 to 110 ("PWA").
- 169. COOK and the S.C. Class Members worked for SITEL with the clear understanding and agreement by SITEL that their compensation would be consistent with all applicable laws, including federal and state wage and hour laws.

- 170. Pursuant to the PWA, "[a]n employer shall not withhold or divert any portion of an employee's wages unless the employer is required or permitted to do so by state or federal law" PWA, §§ 41-10-40(C). Accordingly, COOK and the members of the S.C. Class were entitled to receive all compensation due and owing to them.
- 171. As a result of SITEL'S unlawful policies and practices—including its failure to pay for work performed off-the-clock pre-shift, post shift, during meal breaks and during technical downtime—as set forth above, COOK and the members of the S.C. Class have been deprived of compensation due and owing, which SITEL promised to pay in its commitment to abide by applicable wage and hour law, and in violation of the PWA's mandate that no wages be withheld or diverted unless required or permitted under applicable law.
- 172. COOK and the S.C. Class Members have not expressly and freely given written consent to such deductions, and these deductions were not made in response to a valid wage assignment or deduction order. Such deductions were not for the COOK's and SC Class Members' benefit.
- 173. SITEL has set, reduced, withheld and/or diverted the wages of COOK and the S.C. Class Members without providing advance notice of such amounts, and absent any lawfully sufficient reason for such conduct.
- 174. As a direct and proximate result of SITEL's conduct, COOK and the S.C. Class have suffered substantial losses and have been deprived of compensation to which they are entitled, including monetary damages in the amount of three times the unpaid wages, as well as costs and reasonable attorney's fees.

WHEREFORE, Plaintiffs request the following relief:

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

- b. An Order certifying this action as a class action (for the Rule 23 Nationwide Class) pursuant to Rule 23(b)(2) and (b)(3) with respect to Plaintiffs' breach of contract claim (Count II);
- c. An Order certifying this action as a class action (for the Rule 23 North Carolina Class) pursuant to Rule 23(b)(2) and (b)(3) with respect to Plaintiffs' breach of contract claim (Count III);
- d. An Order certifying this action as a class action (for the Rule 23 South Carolina Class) pursuant to Rule 23(b)(2) and (b)(3) with respect to Plaintiffs' breach of contract claim (Count IV);
- e. An Order compelling SITEL to disclose in computer format, or in print if no computer readable format is available, the names and addresses of all collective action Class members and Rule 23 Class members, and requiring Plaintiffs to send notice of this action to all those similarly situated individuals, including the publishing of notice in a manner that is reasonably calculated to apprise the class members of their rights by law to join and participate in this lawsuit;
- f. An Order designating Plaintiffs as the representatives of the FLSA collective action Class, the Rule 23 Nationwide Class; ADAMS as the representative of the Rule 23 North Carolina Class Action; COOK as the representative of the Rule 23 South Carolina Class Action and undersigned counsel as Class counsel for the same;
- g. An Order declaring SITEL violated the FLSA and the Department of Labor's attendant regulations as cited herein;
- h. An Order declaring SITEL'S violations of the FLSA were willful;
- i. An Order declaring SITEL breached its contracts with Plaintiffs and the members of the Rule 23 Nationwide Class; Rule 23 North Carolina Class; and Rule 23 South Carolina Class, by failing to pay them for each hour they worked at a pre-established (contractual) regularly hourly rate;
- j. An Order granting judgment in favor of Plaintiffs and against SITEL and awarding Plaintiffs and the collective action Class and the Rule 23 Nationwide Class; the Rule 23 North Carolina Class; and the Rule 23 South Carolina Class the full amount of damages and liquidated damages available by law;
- k. An Order awarding reasonable attorneys' fees and costs incurred by Plaintiffs in filing this action as provided by statute;

- l. An Order awarding pre- and post-judgment interest to Plaintiffs on these damages; and
- m. An Order awarding such other and further relief as this Court deems appropriate.

JURY DEMAND

Plaintiffs individually and on behalf of all others similarly situated, by and through their attorneys, hereby demand a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above entitled cause.

Dated: August 12, 2016

s/Edward B. Davis

Edward B. Davis (Bar No.:27546)
BELL DAVIS PITT
227 West Trade Street, Suite 2160
Charlotte, NC 28202-1697

T: 704-227-0400 F: 704-227-0178

E: ward.davis@belldavispitt.com

Kevin J. Stoops (MI Bar No. P64371) Jesse L. Young (MI Bar No. P72614) Neil B. Pioch (MI Bar No. P67677) SOMMERS SCHWARTZ, P.C. One Towne Square, Suite 1700 Southfield, Michigan 48076

T: 248-355-0300

E: kstoops@sommerspc.com
E: jyoung@sommerspc.com
E: npioch@sommerspc.com

EXHIBIT A

U.S. Department of Labor

Wage and Hour Division



Fact Sheet #64: Call Centers under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the FLSA to employees working in call centers.

Characteristics

A call center is a central customer service operation where agents (often called customer care specialists or customer service representatives) handle telephone calls for their company or on behalf of a client. Clients may include mail-order catalog houses, telemarketing companies, computer product help desks, banks, financial services and insurance groups, transportation and freight handling firms, hotels, and information technology (IT) companies.

Coverage

If the annual dollar volume of a call center's sales or business is \$500,000 or more, and the enterprise has at least two employees, all employees of the enterprise are covered by the FLSA on an "enterprise" basis. An enterprise may consist of one establishment, or it may be made up of multiple establishments.

Additionally, the FLSA also provides an "individual employee" basis of coverage. If the gross sales or volume of business done does not meet the requisite dollar volume of \$500,000 annually, employees may still be covered if they individually engage in interstate commerce, the production of goods for interstate commerce, or in an occupation closely related and directly essential to such production. Interstate commerce includes such activities as transacting business via interstate telephone calls, the Internet or the U.S. Mail (such as handling insurance claims), ordering or receiving goods from an out-of-state supplier, or handling the accounting or bookkeeping for such activities.

Requirements

Covered nonexempt employees are entitled to be paid at least the federal minimum wage as well as <u>overtime</u> at time and one-half their regular rate of pay for all hours worked over 40 in a workweek. (This may not apply to certain executive, administrative, and professional employees, including computer professionals and outside sales, as provided in Regulations 29 CFR 541).

The FLSA requires employers to keep records of wages, hours, and other items, as specified in the recordkeeping regulations. With respect to an employee subject to both minimum wage and overtime provisions, records must be kept as prescribed by Regulations 29 CFR 516. Records required for exempt employees differ from those for non-exempt workers.

The FLSA also contains youth employment provisions regulating the employment of minors under the age of 18 in covered work, as well as recordkeeping requirements. Additional information on the youth employment provisions is available at www.youthrules.dol.gov.

FS 64

Typical Problems

<u>Hours Worked</u>: Covered employees must be paid for all hours worked in a workweek. In general, "hours worked" includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work, from the beginning of the first principal activity of the workday to the end of the last principal activity of the workday. Also included is any additional time the employee is allowed (i.e., suffered or permitted) to work. An example of the first principal activity of the day for agents/specialists/representatives working in call centers includes starting the computer to download work instructions, computer applications, and work-related emails.

Rest and Meal Periods: Rest periods of short duration, usually 20 minutes or less, are common in the industry (and promote employee efficiency), and must be counted as hours worked. *Bona fide* meal periods (typically 30 minutes or more) generally need not be compensated as work time as long as the employee is relieved from duty for the purpose of eating a regular meal.

<u>Recordkeeping</u>: A daily and weekly record of all hours worked, including time spent in pre-shift and post-shift job-related activities, must be kept.

Overtime: Earnings may be determined on an hourly, salary, commission, or some other basis, but in all such cases the overtime pay due must be computed on the basis of the regular hourly rate derived from all such earnings. This is calculated by dividing the total pay (except for certain statutory exclusions) in any workweek by the total number of hours actually worked. See Regulations 29 CFR 778.

<u>Salaried Employees</u>: A salary, by itself, does not exempt employees from the <u>minimum wage</u> or from <u>overtime</u>. Whether employees are exempt from <u>minimum wage</u> and/or <u>overtime</u> depends on their job duties and responsibilities as well as the salary paid. Sometimes, in call centers, salaried employees do not meet all the requirements specified by the regulations to be considered as exempt. Regulations <u>29 CFR 541</u> contain a discussion of the requirements for several exemptions under the FLSA (i.e., executive, administrative, and professional employees – including computer professionals, and outside sales persons).

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor Frances Perkins Building 200 Constitution Avenue, NW Washington, DC 20210

Contact Us

1-866-4-USWAGE

TTY: 1-866-487-9243

EXHIBIT B

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF NORTH CAROLINA

HEATHER ADAMS and DENISE COOK
individually and on behalf of others similarly
situated

Plaintiffs,

v.

SITEL OPERATING CORPORATION, a

Delaware corporation,

Defendant.

CONSENT TO JOIN

- 1. Pursuant to the Fair Labor Standards Act, 29 U.S.C. §216(b), I hereby consent to join and act as a plaintiff in the above-captioned lawsuit.
- 2. I agree to be bound by any adjudication or court rulings in the lawsuit, whether favorable or unfavorable.
- 3. I hereby designate the Sommers Schwartz, P.C. law firm to represent me in the lawsuit under the terms and conditions set forth on the following page.

Signature:	Heather Adams
Print Name:	Heather Adams
Street Address: _	303 Austins Ridge Circle
City, ST, Zip:	Southern Pines NC 28387
Telephone:	865-803-5893
Date Signed:	07/15/2016
Email:	hradams2010@qmail.com

EXHIBIT C

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF NORTH CAROLINA

HEATHER ADAMS and **DENISE COOK**, individually and on behalf of others similarly situated,

٧.

SITEL OPERATING CORPORATION, a

Delaware corporation,

Defendant.

CONSENT TO JOIN

- 1. Pursuant to the Fair Labor Standards Act, 29 U.S.C. §216(b), I hereby consent to join and act as a plaintiff in the above-captioned lawsuit.
- 2. I agree to be bound by any adjudication or court rulings in the lawsuit, whether favorable or unfavorable.
- 3. I hereby designate the Sommers Schwartz, P.C. law firm to represent me in the lawsuit under the terms and conditions set forth on the following page.

Signature:	Denice Cook	
Print Name:	Denise Cook	
Street Address: _	10 Lakeside Drive	
City, ST, Zip: _	Sumter, SC 29150	
Telephone:	803-481-4030	
Date Signed: _	07/11/2016	
Email:	Dcdenise56@aol.com	

EXHIBIT D



North Carolina DEPARTMENT OF THE SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Account Login Register

Click Here To:

View Document Filings File an Annual Report Amend a Previous Annual Report Print a Pre-Populated Annual Report form

Corporate Names

Prev Legal: ClientLogic Operating Corporation

Legal: Sitel Operating Corporation

Business Corporation Information

SosId:

0582613

Status:

Current-Active

Annual Report Status:

Current

Citizenship:

Foreign

Date Formed:

2/28/2001

Fiscal Month:

December

State of Incorporation:

DE

Registered Agent:

Corporation Service Company

Corporate Addresses

Mailing:

3102 West End Center, Ste 900

Nashville, TN 37203-1198

Principal Office:

3102 West End Center, Ste 900

Nashville, TN 37203-1198

Reg Office:

327 Hillsborough Street

Г

Raleigh, NC 27603-1725

Reg Mailing:

327 Hillsborough Street

Raleigh, NC 27603-1725

Officers

Secretary:

David Beckman

3102 West End Avenue, Suite 1000

Nashville TN 37203

Treasurer:

Neal Miller

3102 West End Avenue, Suite 1000

Nashville TN 37203

President:

Dagoberto Quintana

3102 West End Avenue, Suite 1000

Nashville TN 37203

Stock

EXHIBIT E

CO. FILE DEPT. CLOCK VCHR, NO. 849160 D9222G 0000423329 ÇLI

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Exemptions/Allowances: Federal: NC: 0 Single

Earnings Statement



Period Beginning: Period Ending:

09/27/2015 10/10/2015

Pay Date:

10/16/2015

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

* Excluded from federal taxable wages

Your federal taxable wages this period are \$802.19

Other Benefits and

Information	this period	total to date
Ytd 401K Match		23.79
Pto Balance		18.49

Earnings	rate	hours	this period	year to date
Regular	10.0000	74.18	741.80	15,343.61
Overtime	15.0000	7.30	109.50	893 . 17
Bonus				1.50
Client Bonus				1,313.33
Flsa Overtime				81.59
Holiday Worked				235.89
Nonworkedearn				34.60
Paid Time Off				398.30
	Gross Pay		\$851.30	18,301.99

Deductions	Statutory		
	Federal Income Tax	-43.17	1,001.58
	Social Security Tax	-49.74	1,084.26
	Medicare Tax	-11.64	253.58
	NC State Income Tax	-30.00	654.00

Other	***************************************
Dental Ins	-5.78*
Garnishment	-85.13
Life Insurance	-0.87
Medical Ins	-42.00*
Vision Ins	-1.33*
401K	

Checking1	-531.64
Checking2	-50.00

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900

NASHVILLE , TN 37203

Advice number: Pay date:

00000423329 10/16/2015

Deposited to the account of

HEATHER ADAMS

account number xxxx6660 xxxxxxx2580

transit ABA XXXX XXXX XXXX XXXX

amount \$531.64 \$50.00

© 2000 ADP. LLC

VOID AFTER 180 DAYS

NON-NEGOTIABLE

78.72 166.44 14.99 714.00 21.28 95.15

GLOCK VCHR, NO. 130 CO FILE DEPT. CLI 849160 D9222G 0000443489

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Exemptions/Allowances: Federal: NC: 0

Earnings Statement



Period Beginning: Period Ending:

10/11/2015 10/24/2015

10/30/2015 Pay Date:

> HEATHER ADAMS 87

HEATHER ADAMS					
303 A	USTIN	IS RID	GE		
CIRCL	E				
SOUTI	HERN	PINES	NC	283	

Earnings	rate	hours	this period	year to date
Regular	10.0000	80.00	800.00	16,143.61
Overtime	15.0000	5.73	85.95	979.12
Client Bonus			225.65	1,538.98
Flsa Overtime			22.62	104.21
Bonus		,		1.50
Holiday Worked				235.89
Nonworkedearn				34.60
Paid Time Off				398.30
	Gross Pay		\$1,134.22	19,436.21

Regular	10.0000	80.00	800.00	16,143.61
Overtime	15.0000	5.73	85.95	979 . 12
Client Bonus			225.65	1,538.98
Flsa Overtime			22.62	104 . 21
Bonus				1.50
Holiday Worked				235.89
Nonworkedearn				34.60
Paid Time Off				398.30
	Gross Pay		\$1,134.22	19,436.21
Deductions	Statutory			

Statutory		
Federal Income Tax	-85.61	1,087.19
Social Security Tax	-67.27	1,151.53
Medicare Tax	-15.73	269.31
NC State Income Tax	-46.00	700.00
Other		
Dental Ins	-5.78*	84.50
Garnishment	-113.42	279.86
Life Insurance	-0.87	15.86
Medical Ins	-42.00*	756.00
Vision Ins	-1.33*	22.61
401K		95.15

Net Pay	\$756.21
Checking1	-706 . 21
Checking2	-50.00

* Excluded from federal taxable wages

Your federal taxable wages this period are \$1,085.11

Other Benefits and		
Information	this period	total to date
Ytd 401K Match		23.79
Pto Balance		21.57

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of HEATHER ADAMS

Advice number:

xxxx6660

xxxxxxx2580

00000443489 10/30/2015

account number transit ABA

XXXX XXXX XXXX XXXX

amount \$706.21 \$50.00

VOID AFTER 180 DAYS

CO. FILE DEPT CLOCK VCHR NO 130 CLI 849160 D9222G 0000463386

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Single

Federal: 2
NC: 0

Earnings Statement

AP?

Period Beginning: Period Ending: 10/25/2015 11/07/2015

Pay Date:

11/13/2015

HEATHER ADAMS
303 AUSTINS RIDGE
CIRCLE
SOUTHERN PINES NC 28387

*	Excluded	from	federal	taxable	wages

 Other Benefits Information
 and this period
 total to date

 Ytd 401K Match
 23.79

 Pto Balance
 24.65

Your federal taxable wages this period are \$798.44

Earnings	rate	hours	this period	year to date
Regular	10.0000	79.55	795.50	16,939.11
Overtime	15.0000	3.17	47.55	1,026.67
Nonworkedearn	10.0000	. 45	4.50	39.10
Bonus				1.50
Client Bonus				1,538.98
Flsa Overtime				104.21
Holiday Worked				235 . 89
Paid Time Off				398.30
	Gross Pay		\$847.55	20,283.76

Deductions	Statutory		
	Federal Income Tax	-42.61	1,129.80
	Social Security Tax	-49.51	1,201.04
	Medicare Tax	-11.58	280.89
	NC State Income Tax	-29.00	729.00
	Other		
	Dental Ins	-5.78*	90.28
	Life Insurance	-0.87	16.73
	Medical Ins	-42.00*	798.00
	Vision Ins	-1.33*	23.94
	Garnishment		279.86

Checking1	-614 . 87
Checking2	-50.00

401K

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Pay date:

95.15

00000463386 11/13/2015

Deposited to the account of HEATHER ADAMS

account number
xxxx6660
xxxxxxxx2580

Advice number:

transit ABA

xxxx xxxx

xxxx xxxx

\$614 . 87 \$50 . 00

© 2000 ADP. LLC

VOID AFTER 180 DAYS

ÇQ, FILE DEPT. GLOCK VCHR NO. 130 849160 D9222G 0000483400 CLI

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: 2 0

HEATHER ADAMS

303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

Earnings Statement

Period Beginning:

Period Ending:

Pay Date:

Earnings	rate	hours	this period	year to date
Regular	10.0000	79.55	795.50	17,734.61
Overtime	15.0000	1.00	15.00	1,041.67
Client Bonus			206.15	1,745.13
Flsa Overtime			3.73	107.94
Nonworkedearn	10.0000	. 45	4.50	43.60
Bonus				1.50
Holiday Worked				235.89
Paid Time Off				398.30
	Gross Pay		\$1,024.88	21,308.64

	Gross Pay	\$1,024.88	21,308.64
Deductions	Statutory		
	Federal Income Tax	-69.20	1,199.00
	Social Security Tax	-60.49	1,261.53
	Medicare Tax	-14.15	295.04
	NC State Income Tax	-40.00	769.00
	Other		
	Dental Ins	-5.78*	96.06
	Life Insurance	-0.87	17.60

-42.00*

-1.33*

840.00

25.27

279.86

95.15

Net Pay	\$791.06
Checking1	-741.06
Checking2	-50.00
Net Check	\$0.00

*	Excluded	from	federal	taxable	wages
---	----------	------	---------	---------	-------

Your federal taxable wages this period are \$975.77

11/08/2015

11/21/2015

11/27/2015

Other Benefits and		
Information	this period	total to date
Ytd 401K Match		23.79
Pto Balance		27.73

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Medical Ins

Garnishment

Vision Ins

Advice number:

00000483400

11/27/2015

Deposited to the account of HEATHER ADAMS

account number xxxx6660 xxxxxxx2580

transit ABA XXXX XXXX

XXXX XXXX

amount \$741.06 \$50.00

VOID AFTER 180 DAYS

FILE DEPT. CLOCK VCHR. NO. CLI 849160 D9222G 0000503296

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: NC:

Vision Ins

401K

Garnishment

0

Single

Earnings Statement



Period Beginning: Period Ending:

11/22/2015 12/05/2015

Pay Date:

12/11/2015

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

* Excluded from federal taxable wages

Your federal taxable wages this period are \$542.39

Other Benefits and Information this period total to date Ytd 401K Match 23.79 Pto Balance 6.81

Earnings	rate	hours	this period	year to date
Regular	10.0000	35.15	351.50	18,086.11
Paid Time Off	10.0000	24.00	240.00	638.30
Overtime				1,041.67
Bonus				1.50
Client Bonus				1,745.13
Flsa Overtime				107.94
Holiday Worked				235.89
Nonworkedearn				43.60
	Gross Pay		\$591.50	21,900.14
			TO A COLUMN TO A C	

Deductions	Statutory		
	Federal Income Tax	-14.63	1,213.63
	Social Security Tax	-33.63	1,295.16
	Medicare Tax	-7.86	302.90
	NC State Income Tax	-15.00	784 . 00
	Other		
	Dental Ins	-5.78*	101.84
	Life Insurance	-0.87	18.47
	Medical Ins	-42.00*	882.00

-1.33*

26.60

279.86

95.15

Checking1	-420.40
Checking2	-50.00

© 2000 ADP, LLC

amount

\$420.40 \$50.00

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Advice number: Pay date:

00000503296

12/11/2015

Deposited to the account of HEATHER ADAMS

account number transit ABA xxxx6660 xxxx xxxx xxxxxxx2580 xxxx xxxx

VOID AFTER 180 DAYS

CO. FILE DEPT. GLOCK VCHR NO 130 GLI 849160 D9221Z 0000523219 1

Single

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Exemptions/Allowances: Federal: 2

NC:

Statutory

Vision Ins

401K

Garnishment

Federal Income Tax

Deductions

0

Earnings Statement



Period Beginning:

12/06/2015 12/19/2015

Period Ending: Pay Date:

12/24/2015

HEATHER ADAMS
303 AUSTINS RIDGE
CIRCLE
SOUTHERN PINES NC 28387

Earnings	rate	hours	this period	year to date
Regular	10.0000	79.33	793.30	18,879.41
Overtime				1,041.67
Bonus				1.50
Client Bonus				1,745.13
Flsa Overtime				107.94
Holiday Worked				235.89
Nonworkedearn				43.60
Paid Time Off				638.30
	Gross Pay		\$793.30	22,693.44
				•

*	Exclu	ıdec	from	federal	taxable	wages

Your federal taxable wages this period are \$744.19

 Other Benefits Information
 and this period
 total to date

 Ytd 401K Match
 23.79

 Pto Balance
 9.89

Social Security Tax	-46.14	1,341.30
Medicare Tax	-10.79	313.69
NC State Income Tax	-26.00	810.00
Other		
Dental Ins	-5.78*	107.62
Life Insurance	-0.87	19.34
Medical Ins	-42.00*	924.00

-34.81

-1.33*

1,248.44

27.93

279.86

95.15

 Net Pay
 \$625.58

 Checking1
 -575.58

 Checking2
 -50.00

Net Check \$0.00

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

HEATHER ADAMS

Advice number:

00000523219

12/24/2015

account number
xxxx6660
xxxxxxx2580

transit ABA

XXXX XXXX

XXXX XXXX

<u>amount</u> \$575 . 58 \$50 . 00

VOID AFTER 180 DAYS

DEPT. CLOCK VCHR, NO. 130 005425 D9221Z HUSCE 0000010008 1 SL4

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning:

12/20/2015 01/02/2016

Period Ending: Pay Date:

01/08/2016

Taxable Marital Status:

NC:

Deductions

Single

0000000008

HEATHER ADAMS 303 AUSTINS RIDGE

CIRCLE

SOUTHERN PINES NC 28387

Exemptions/Allowances: Federal: 2

Earnings	rate	hours	this period	year to date
Regular	10.0000	79.68	796 . 80	796 . 80
Holiday	10.0000	16.00	160.00	160.00
	Gross Pay		\$956.80	956.80

0

Oth	er Benefits	and				
Info	ormation		this	period	total	 date
Pto	Balance					2.97

Statutory		
Federal Income Tax	-58.62	. 58.62
Social Security Tax	-56.28	56.28
Medicare Tax	-13.16	13.16
NC State Income Tax	-36.00	36.00
Other		
Dental Ins	-5.78*	5.78
Life Insurance	-0.87	0.87
Medical Ins	-42.00*	42.00
Vision Ins	-1.33*	1.33
Net Pay	\$742.76	
Checking1	-692.76	
Checking2	-50.00	
Net Check	\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are \$907.69

© 2000 ADP LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number: Pay date:

00000010008

01/08/2016

Deposited to the account of

HEATHER ADAMS

account number xxxx6660

xxxxxxx2580

transit ABA XXXX XXXX

XXXX XXXX

amount \$692.76 \$50.00

VOID AFTER 180 DAYS

CO, FILE DEPT. CLOCK VCHR, NO. SL4 005425 D9221Z HUSCE 0000110005

Single

this

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

0

hours

77.12

.50

Taxable Marital Status:

Exemptions/Allowances: Federal:

NC:

10.0000

10.0000

Gross Pay

Statutory

Other Dental Ins Life Insurance Medical Ins Vision Ins Net Pay Checking1 Checking2 Net Check

Federal Income Tax Social Security Tax Medicare Tax

NC State Income Tax

Earnings

Nonworkedearn

Deductions

Regular

Overtime Bonus Flsa Overtime Holiday Paid Time Off

Earnings Statement

Period Beginning: Period Ending:

02/28/2016 03/12/2016

Pay Date:

03/18/2016

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

this period	year to date 4,395.50	Other Benefits and Information	this period	total to date
5.00	5.00	Pto Balance	40M+17-0-2-1	12.37
	83.40			
	10.00			
	0.06			
	160.00			
	160.00			
\$776.20	4,813.96			
22.00	222 27			
-32.90	223.27			
-45.08	280.20			
-10.54	65.53			
-25.00	161.00			
-5.78*	34.68			
-0.87	5.22			
-42.00*	252.00			
-1.33*	7.98			
\$612.70				
-562.70				ter
-50.00				
\$0.00				

* Excluded from federal taxable wages Your federal taxable wages this period are \$727.09

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

HEATHER ADAMS

Advice number: Pay date:

00000110005 03/18/2016

account number xxxx6660 xxxxxxx2580

transit ABA xxxx xxxx XXXX XXXX

amount \$562.70 \$50.00

VOID AFTER 180 DAYS

CO. FILE DEPT. CLOCK VCHR, NO. 005425 D9221Z HUSCE 0000030009 SL4

Single

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Exemptions/Allowances: Federal: NC: 0

Earnings Statement



total to date 16.05

Period Beginning: Period Ending:

01/03/2016 01/16/2016

Pay Date:

01/22/2016

this period

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

Earnings	rate hours	this period	year to date	Other Benefits and
Regular	10.0000 76.97	769.70	1,566.50	Information
Holiday			160.00	Pto Balance
	Gross Pay	\$769.70	1,726.50	
Deductions	Statutory			
	Federal Income Tax	-32.25	90.87	
	Social Security Tax	-44.67	100 . 95	
•	Medicare Tax	-10.45	23.61	
	NC State Income Tax	-25.00	61.00	
	Other			
	Dental Ins	-5.78*	11.56	
•	Life Insurance	-0.87	1.74	
	Medical Ins	-42.00*	84.00	
	Vision Ins	-1.33*	2.66	
	Net Pay	\$607.35		
	Checking1	-557.35		
	Checking2	-50.00		
	Net Check	\$0.00		

* Excluded from federal taxable wages

Your federal taxable wages this period are \$720.59

© 2000 ADP. 11C

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

HEATHER ADAMS

Advice number:

00000030009 01/22/2016

account number xxxx6660

xxxxxxx2580

transit ABA XXXX XXXX xxxx xxxx

amount \$557.35 \$50.00

VOID AFTER 180 DAYS

CO FILE DEPT CLOCK VCHR NO. 130 SL4 005425 D9221Z HUSCE 0000050008

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: S Exemptions/Allowances:

Federal: 2 NC: 0

Earnings Statement

Period Beginning: Period Ending:

01/17/2016 01/30/2016

Pay Date:

02/05/2016

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

Earnings	rate	hours	this period	year to date	Other Benefits an	d	
Regular	10.0000	77 . 57	775.70	2,342.20	Information	this period	total to date
Overtime	15.0000	5.23	78.45	78.45	Pto Balance	,	19.13
Holiday				160.00			
	Gross Pay		\$854.15	2,580.65			
Deductions	Statutory						1
	Federal Income	Tax	-43.22	134.09			
	Social Security	Гах	-49.92	150.87			
	Medicare Tax		-11.67	35.28			
	NC State Income	e Tax	-30.00	91.00			
	Other						
	Dental Ins		-5.78*	17.34			
	Life Insurance		-0.87	2.61			
	Medical Ins		-42.00*	126.00			
	Vision Ins		-1.33*	3.99			
	Net Pay		\$669.36				
	Checking1		-619.36				***
	Checking2		-50.00				
	Net Check		\$0.00				

* Excluded from federal taxable wages

Your federal taxable wages this period are \$805.04

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

HEATHER ADAMS

Advice number:

00000050008 02/05/2016

account number t

xxxxxxx2580

transit ABA

xxxx xxxx

xxxx xxxx

#619 . 36 \$50 . 00

VOID AFTER 180 DAYS

ÇO, DEPT. GLOCK VCHR, NO. 130 005425 D9221Z HUSCE 0000070007

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Single

Exemptions/Allowances: Federal: NC: 0 Earnings Statement

total to date

6.21

Period Beginning: Period Ending:

01/31/2016 02/13/2016

Pay Date:

02/19/2016

this period

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

and

<u>Earnings</u>	rate	hours	this period	year to date	Other Benefits
Regular	10.0000	56.23	562.30	2,904.50	Information
Overtime	15.0000	. 28	4.20	82.65	Pto Balance
Bonus			10.00	10.00	
Flsa Overtime			0.06	0.06	
Paid Time Off	10.0000	16.00	160.00	160.00	
Holiday				160.00	
	Gross Pay		\$736.56	3,317.21	
Deductions	Statutory				
Deductions		Tax	-28.94	163.03	
	Social Security				
	,	ıax	-42.62	193.49	
	Medicare Tax		-9.97	45.25	
	NC State Income	e Tax	-23.00	114.00	
	Other				
	Dental Ins		-5.78*	23.12	
	Life Insurance		-0.87	3.48	
	Medical Ins		-42.00*	168.00	
	Vision Ins		-1.33*	5.32	
	Net Pay		\$582.05		
	Checking1		- 532 . 05		
	Checking2		-50.00		
	Net Check		\$0.00		

* Excluded from federal taxable wages

Your federal taxable wages this period are \$687.45

© 2000 ADP. LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Advice number:

00000070007

Pay date:

02/19/2016

Deposited to the account of

HEATHER ADAMS

account number xxxx6660

xxxxxxx2580

transit ABA XXXX XXXX

XXXX XXXX

amount \$532.05 \$50.00

VOID AFTER 180 DAYS

CO. FILE DEPT. CLOCK VCHR NO. 130 SL4 005425 D9221Z HUSCE 0000090007

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Single

Federal: 2
NC: 0

Earnings Statement

ADD

Period Beginning: Period Ending: 02/14/2016 02/27/2016

Pay Date:

03/04/2016

HEATHER ADAMS
303 AUSTINS RIDGE
CIRCLE
SOUTHERN PINES NC 28387

Carnings	rate	hours	this period	year to date	Ottom Domestite				
Earnings Regular	10.0000	71.98	719.80	3,624.30	Other Benefits Information	and	this period	total	to date
Overtime	15.0000	.05	0.75	83.40	Pto Balance		tina period	total	9.29
Bonus	13.0000	.00	0.75	10.00	rio balance				3.23
Flsa Overtime				0.06					
				160.00					
Holiday									
Paid Time Off	4			160.00					
	Gross Pay		\$720.55	4,037.76					
Deductions	Statutory								
	Federal Income	Tax	-27.34	190.37					
	Social Security	Тах	-41.63	235 . 12					
	Medicare Tax		-9.74	54.99					
	NC State Income	e Tax	-22.00	136.00					
	Other								
	Dental Ins		-5.78*	28.90					
	Life Insurance		-0.87	4.35					
	Medical Ins		-42.00*	210.00				au.	
	Vision Ins		-1.33*	6.65					
	Net Pay		\$569.86						
	Checking1		-519.86						
	Checking2		-50.00						
	Net Check		\$0.00			•			

* Excluded from federal taxable wages

Your federal taxable wages this period are \$671.44

© 2000 ADP, LL

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE; TN 37203 Advice number:

00000090007

03/04/2016

Deposited to the account of

HEATHER ADAMS

= account number xxxx6660

xxxxxxx2580

transit ABA

XXXX XXXX

XXXX XXXX

<u>amount</u> \$519 . 86 \$50 . 00

VOID AFTER 180 DAYS

CO. FILE DEPT. GLOCK VCHR NO. 130 SL4 005425 D9221Z HUSCE 0000110005

Earnings Statement

ADP

total to date

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203 Period Beginning:

02/28/2016

Period Ending: Pay Date: 03/12/2016 03/18/2016

Taxable Marital Status: Exemptions/Allowances:

Single

Federal: 2
NC: 0

HEATHER ADAMS 303 AUSTINS RIDGE

CIRCLE

SOUTHERN PINES NC 28387

Earnings	rate ho	urs this period	year to date	Other Benefits and	
Regular	10.0000 77.		4,395.50	Information	this period
Nonworkedearn		50 5.00	5.00	Pto Balance	
Overtime			83.40		
Bonus			10.00		
Flsa Overtime			0.06		
Holiday			160.00		
Paid Time Off			160.00		
	Gross Pay	\$776.20	4,813.96		
Deductions	Statutory				
1	Federal Income Tax	-32.90	223.27		
1	Social Security Tax	-45.08	280.20		
	Medicare Tax	-10.54	65.53		
	NC State Income Ta	ax -25.00	161.00		
	Other				
	Dental Ins	-5.78*	34.68		
	Life Insurance	-0.87	5.22		
	Medical Ins	-42.00*	252.00		
	Vision Ins	-1.33*	7.98		
	Net Pay	\$612.70			
	Checking1	-562.70			
	Checking2	-50.00			
	Net Check	\$0.00			

* Excluded from federal taxable wages

Your federal taxable wages this period are \$727.09

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203 Advice number:

00000110005

Pay date:

03/18/2016

Deposited to the account of

HEATHER ADAMS

xxxx6660

xxxxxxx2580

transit ABA

XXXX XXXX

\$50.00

VOID AFTER 180 DAYS

CO. FILE DEPT. GLOCK VCHR NO. 130 SL4 005425 D9221Z HUSCE 0000130005

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Single

Exemptions/Allowances:
Federal: 2
NC: 0

Earnings Statement

ADD

Period Beginning:

03/13/2016 03/26/2016

Period Ending: Pay Date:

04/01/2016

HEATHER ADAMS
303 AUSTINS RIDGE
CIRCLE
SOUTHERN PINES NC 28387

Earnings	rate	hours	this period	year to date	Other Benefits and		,
Regular	10.0000	78.00	780.00	5,175.50	Information	this period	total to date
Overtime	15.0000	. 37	5.55	88.95	Pto Balance		15.45
Bonus				10.00			
Flsa Overtime				0.06			
Holiday				160.00			
Nonworkedearn				5.00			
Paid Time Off				160.00			
	Gross Pay		\$785.55	5,599.51			
Deductions	Statutory						
	Federal Income	Tax	-33.84	257.11			
	Social Security	Tax	-45.66	325.86			
	Medicare Tax		-10.68	76.21			
	NC State Incor	ne Tax	-26.00	187.00			
•	Other						***
	Dental Ins		-5.78*	40.46			
	Life Insurance		-0.87	6.09			
	Medical Ins		-42.00*	294.00			
	Vision Ins		-1.33*	9.31			
	Net Pay		\$619.39				
	Checking1		-569.39				
	Checking2		-50.00				
	Net Check		\$0,00				

* Excluded from federal taxable wages

Your federal taxable wages this period are \$736.44

Ф 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203 Advice number:

00000130005

oto: ≟ ≣

04/01/2016

Deposited to the account of

HEATHER ADAMS

account number xxxx6660 xxxxxxx2580 transit ABA

XXXX XXXX

<u>amount</u> \$569 . 39 \$50 . 00

VOID AFTER 180 DAYS

CO, DEPT GLOCK VCHR, NO. 130 005425 D9221Z HUSCE 0000150005 SL4

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Exemptions/Allowances: Federal: NC: 0

Single

Earnings Statement

Period Beginning:

03/27/2016

Period Ending: Pay Date:

04/09/2016 04/15/2016

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

Other Benefits	and				
Information		this	period	total	to date
Pto Balance					3.90

Earnings	rate	hours	this period	year to date
Regular	10.0000	69.25	692.50	5,868.00
Paid Time Off	10.0000	14.63	146.30	306.30
Overtime	•			88.95
Bonus				10.00
Flsa Overtime				0.06
Holiday				160.00
Nonworkedearn				5.00
	Gross Pay		\$838.80	6,438.31
			_	
Deductions	Statutory			
	Federal Income	e Tax	-40.92	298.03
	Social Security	Tax	-48.96	374 . 82
	Medicare Tax		-11.45	87.66
	NC State Inco	me Tax	-29.00	216.00
	Other			
	Dental Ins		-5.78*	46.24
	Life Insurance		-0.87	6.96
	Medical Ins		-42.00*	336.00
	Vision Ins		-1.33*	10.64
	Net Pay		\$658.49	
	Checking1		-608.49	
	Checking2		-50.00	
	Net Check		\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are \$789.69

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

HEATHER ADAMS

Advice number:

00000150005

04/15/2016

account number xxxx6660 xxxxxxx2580 XXXX XXXX

transit ABA XXXX XXXX

\$608.49 \$50.00

amount

VOID AFTER 180 DAYS

FI) F GLOCK VCHR, NO. 130 CO, DEPT. 005425 D9221Z HUSCE 0000170004

Single

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Exemptions/Allowances: Federal: NC:

0

Earnings Statement

Period Beginning:

04/10/2016

Period Ending:

Pay Date:

04/23/2016 04/29/2016

HEATHER ADAMS 303 AUSTINS RIDGE CIRCLE SOUTHERN PINES NC 28387

Earnings	rate	hours	this period	year to date									
Regular	10.0000	43.88	438.80	6,306.80	Vour	fodoral	tavabla	Wagos	thio r	oriod	oro	¢499	2 60
Client Bonus			5.00	5.00	roui	lederai	laxable	wayes	s this perio		are	Φ43 3	3.09
Paid Time Off	10.0000	3.90	39.00	345.30	Other E	Benefits	and						
Overtime				88.95	Informa	ation		this	period		total	to d	late
Bonus				10.00	Pto Bala	ance						3	.08
Flsa Overtime				0.06									
Holiday				160.00									
Nonworkedearn				5.00									
	Gross Pay		\$482.80	6,921.11									
Deductions	Statutory												
	Federal Income		-3.56	301.59									
	Social Security	Tax	-26.89	401 . 71									
	Medicare Tax		-6.29	93.95						a -	*		
	NC State Incom	e Tax	-8.00	224.00									
	Other												
	Dental Ins		-5.78*	52.02									
	Life Insurance		-0.87	7.83									
	Medical Ins		-42.00*	378.00									
	Vision Ins		-1.33*	11.97									
	Net Pay		\$388.08										
	Checking1		-338.08										
	Checking2		-50.00										
	Net Check		\$0.00										

* Excluded from federal taxable wages

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

Advice number:

00000170004

04/29/2016

HEATHER ADAMS

account number xxxx6660 xxxxxxx2580

transit ABA XXXX XXXX

XXXX XXXX

amount \$338.08 \$50.00

VOID AFTER 180 DAYS

EXHIBIT F

Labor Department recovers nearly \$144,000 in back wages, penalties from Sitel in Oak Ridge

Oakridgetoday.com/2013/10/17/labor-department-recovers-nearly-144000-back-wages-penalties-sitel-oak-ridge/

Oak Ridge Today Staff

The U.S. Labor Department has recovered nearly \$144,000 in back wages and penalties from Sitel Operating Corp. in Oak Ridge, federal officials said Thursday.

Sitel has agreed to pay 486 employees \$68,901 in back wages after an investigation by the U.S. Department of Labor's Wage and Hour Division found violations of the Fair Labor Standards Act's overtime and record-keeping provisions at the company's facility in Oak Ridge, a press release said. Sitel also paid civil money penalties of \$74,900, which were assessed for repeat violations of the FLSA, the release said.

It said investigators from the division's Nashville District Office found that employees who worked on one client account, United Services Automobile Association, were not paid for time spent conducting required preparatory work before their shifts started. Specifically, the company failed to pay its employees for the 28-39 minutes they were required to spend each week logging into Web applications before they could access the time clock to start their shift, the release said. Because the employees were not paid for all hours worked, they were denied overtime compensation at time and one-half their regular rates of pay for hours worked beyond 40 in a workweek, as required by the FLSA, the Labor Department said. The employer also failed to keep accurate records of the time employees spent conducting preparatory work, the release said.

"Employers must pay workers for all time spent conducting work activities, which includes any work done before or after a shift officially begins or ends," said Nettie Lewis, district director of the Wage and Hour Division's Nashville District Office. "This case should be a wake-up call to other employers to review their employment practices and ensure that their employees are being compensated for all work activities they perform."

The release said Sitel has agreed to pay all back wages and civil money penalties and maintain compliance with the FLSA. The firm, doing business as Sitel, provides phone-based business operations support to companies that want to outsource those functions. Sitel's employees make and receive calls on behalf of Sitel's clients to sell products, fulfill orders, take claims, provide technical support, answer customer questions, and collect payments.

The FLSA requires that covered, nonexempt employees be paid at least the federal minimum wage of \$7.25 per hour for all hours worked, plus time and one-half their regular rates—including commissions, bonuses, and incentive pay—for hours worked beyond 40 per week. In general, hours worked includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work, from the beginning of the first principal work activity to the end of the last principal activity of the workday. Additionally, the law requires that accurate records of employees' wages, hours, and other conditions of employment be maintained.

The department has a smartphone application to help employees independently track the hours they work and determine the wages they are owed. Available in English and Spanish, users can track regular work hours, break times, and any overtime hours for one or more employers. This new technology is significant because, instead of relying on their employers' records, workers now can keep their own records. This and other department apps are available at http://www.dol.gov/dol/apps.

The division's Nashville office can be reached at (615) 781-5344. Information on the FLSA and other wage laws is available by calling the division's toll-free helpline at (866) 4US-WAGE (487-9243) and at www.dol.gov/whd.

EXHIBIT G

CO. DEPT. CLOCK NUMBER FILE 130 CLI 846705 AS22KH 0001454787

Earnings Statement

xxxxxxxxx7014

xxxx xxxx

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 1000 NASHVILLE, TN 37203

Period Beginning: Period Ending:

06/22/2014 07/05/2014

Pay Date:

Deposits Account No.

Transit/ABA

Pending

07/11/2014

Taxable Marital Status:

Exemptions/Allowances:

Net Pay

Federal: SC:

6 6 **DENISE COOK** 10 LAKESIDE DR

LOT 8

SUMTER, SC 29150

Social Security Number: XXX-XX-1221

Earnings	rate	hours	this period	year to date
Regular	9.0000	2.00	18.00	18.00
	Gross Pay		\$18.00	18.00
Deductions	Statutory			
	Social Security	Tax	· -1.12	1.12
	Medicare Tax		-0.26	0.26

Important Notes

YOUR BANK WAS NOTIFIED OF YOUR REQUEST FOR DIRECT DEPOSIT. IT WILL BEGIN AFTER ACCOUNT VERIFICATION.

Net Check \$16.62

Your federal taxable wages this period are \$18.00

\$16.62

© 2000 ADP, Inc

64-1278/611

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 1000 NASHVILLE, TN 37203

Payroll check number: 0001454787

Pay date:

Pay to the order of:

DENISE COOK

This amount:

SIXTEEN AND 62/100 DOLLARS

\$16.62

VOID NON-NEGOTIATE ŌIŌ NON-NEGOTIABLE VOTATTER 18 DAYS

BANK OF AMERICA

co. DEPT. CLOCK VCHR. NO. 0000300747 CLI 846705 AS22KH

Earnings Statement



SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 1000 NASHVILLE, TN 37203

Period Beginning: Period Ending:

07/06/2014 07/19/2014

Pay Date:

07/25/2014

0000000390

DENISE COOK 10 LAKESIDE DR LOT 8

SUMTER, SC 29150

Taxable Marital Status: Married Exemptions/Allowances:

Federal: SC:

6 6

Social Security Number: XXX-XX-1221

Earnings	rate	hours	this period	year to date
Regular	9.0000	80.00	720 . 00	738.00
Overtime	13.50 0 0	. 87	11.75	11.75
	Gross Pay		\$731.75	749.75
Deductions	Statutory			
	Social Security	Tax	-45.36	46.48
	Medicare Tax		-10.61	10.87
	SC State Inco	me Tax	-3.07	3.07
	Net Pay		\$672.71	
	Save1		-672 . 71	

Net Check \$0.00

Your federal taxable wages this period are \$731.75

© 2000 ACP. LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 1000 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date:

00000300747 07/25/2014

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$672.71

VOID AFTER 180 DAYS

CO FILE DEPT CLOCK VCHR NO 130 GLI 846705 AS22KH 0000320736

SITEL OPERATING CORPORATION Period 3102 WEST END AVENUE SUITE 1000 Period

Period Beginning:

07/20/2014

Period Beginning: Period Ending:

08/02/2014

Pay Date:

08/08/2014

00000000373

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings Statement

Taxable Marital Status: Marrie Exemptions/Allowances: Federal: 6 SC: 6

NASHVILLE, TN 37203

Social Security Number: XXX-XX-1221

Earnings	rate	hours	this period	year to date
Regular	9.0000	80.00	720.00	1,458.00
Overtime	13,5000	. 88	11.89	23.64
	Gross Pay		\$731.89	1,481.64
Deductions	Statutory			
	Social Security	Tax	-45.38	91.86
	Medicare Tax		-10.61	21.48
	SC State Incon	ne Tax	-3.07	6.14
	Net Pay		\$672.83	
	Save1		-672 . 83	
	Net Check		\$0.00	

Your federal taxable wages this period are \$731.89

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 1000 NASHVILLE , TN 37203

account number

Advice number:

00000320736

08/08/2014

Deposited to the account of

DENISE COOK

xxxxxxxxx7014

transit ABA

amount

XXXX XXXX

\$672.83

VOID AFTER 180 DAYS

co. FILE CLOCK VCHR. NO. DEPT. 846705 AS22KH 0000340751

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances: Federal: SC: 6

Social Security Number: XXX-XX-1221

Earnings this period hours year to date Regular 9.0000 64.78 583.02 2,041.02 Overtime 23.64 Gross Pay \$583.02 2,064.66 **Deductions** Statutory Social Security Tax -36.15 128.01 Medicare Tax -8.46 29.94 SC State Income Tax 6.14 Net Pay \$538.41 -538.41 Save1 Net Check \$0.00

Your federal taxable wages this period are \$583.02

Earnings Statement

Period Beginning: Period Ending:

08/03/2014 08/16/2014

Pay Date:

08/22/2014

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000340751 08/22/2014

account number xxxxxxxxx7014

transit ABA XXXX XXXX

amount \$538.41

VOID AFTER 180 DAYS

NON-NEGOTIABLE

Case 1:16-cy-01051 Document 1 Filed 08/12/16 Page 69 of 106

CLOCK VCHR, NO. 130 CO. FILE DEPT. 846705 AS22KH 0000360728

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning: Period Ending:

08/17/2014 08/30/2014

Pay Date:

09/05/2014

Taxable Marital Status: Exemptions/Allowances: Federal: SC: 6

DENISE COOK 10 LAKESIDE DR LOT 8

SUMTER, SC 29150

Social Security Number: XXX-XX-1221

ear to date
2,632.77
23.64
2,656.41
164.70
38.52
6.18

Your federal taxable wages this period are \$591.75

₱ 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

account number

Advice number:

transit ABA

00000360728

09/05/2014

xxxxxxxxx7014

Pay date:

amount

DENISE COOK

Deposited to the account of

\$546.44

VOID AFTER 180 DAYS

CLOCK VCHR NO. 130 CO. FILE DEPT. CLI 846705 AS22KH 8080880000

Earnings Statement



SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning: Period Ending:

08/31/2014 09/13/2014

Pay Date:

09/19/2014

Taxable Marital Status: Married Exemptions/Allowances: Federal: 6 SC: 6

DENISE COOK 10 LAKESIDE DR LOT 8 **SUMTER, SC 29150**

Social Security Number: XXX-XX-1221

Earnings	rate	hours	this period	year to date
Regular	9.0000	77 . 95	701 . 55	3,334.32
Overtime	13.5000	. 48	6.48	30.12
Holiday Worked	9.0000	2.05	27 . 68	27.68
	Gross Pay		\$735.71	3,392.12
Deductions	Statutory			
	Social Security	Tax	-45.61	210.31
	Medicare Tax		-10.67	49.19
	SC State Inco	me Tax	-3.17	9.35
	Net Pay		\$676.26	
	Save1		-676 . 26	
	Net Check		\$0.00	

Your federal taxable wages this period are \$735.71

€ 2000 ACP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

account number

Advice number:

transit

00000380808

09/19/2014

amount

Deposited to the account of

DENISE COOK

xxxxxxxxx7014

XXXX XXXX

\$676.26

VOID AFTER 180 DAYS

FILE DEPT GLOCK VCHR. NO. 130 CO. 846705 AS22KH 0000400875

Married

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning: Period Ending:

09/14/2014 09/27/2014

Pay Date:

10/03/2014

Taxable Marital Status:

SC:

Exemptions/Allowances: Federal:

DENISE COOK 10 LAKESIDE DR LOT 8

SUMTER, SC 29150

Social Security Number: XXX-XX-1221

6

Earnings	rate	hours	this period	year to date
Regular	9.0000	69.35	624 . 15	3,958.47
Overtime				30.12
Holiday Worked				27.68
	Gross Pay		\$624.15	4,016.27
Deductions	Statutory			
	Social Security	Tax	-38.70	249.01
	Medicare Tax		-9.05	58.24
	SC State Incom	me Tax	-0.62	9.97
	Net Pay		\$575.78	
	Save1		-575 . 78	
	Net Check		\$0.00	

Your federal taxable wages this period are \$624.15

C 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000400875

10/03/2014

account number xxxxxxxxx7014

transit

amount

XXXX XXXX

\$575.78

VOID AFTER 180 DAYS

CO. FILE DEPT. CLOCK VCHR NO. 130 0000420923 846705 AS22KH

Earnings Statement



SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning: Period Ending:

Pay Date:

09/28/2014

10/11/2014 10/17/2014

Taxable Marital Status: Exemptions/Allowances:

Married

Federal: SC: 6 DENISE COOK 10 LAKESIDE DR LOT 8 **SUMTER, SC 29150**

Social Security Number: XXX-XX-1221

Earnings	rate	hours	this period	year to date
Regular	9.2500	72.20	667 . 85	4,626.32
Overtime	13.8750	3.95	54 . 81	84.93
Nonworkedearn	9.2500	1.00	9.25	9.25
Holiday Worked				27.68
	Gross Pay		\$731.91	4,748.18
<u>Deductions</u>	Statutory			
	Social Security	Tax	-45.38	294.39
	Medicare Tax		-10.61	68.85
	SC State Inco	me Tax	-3.07	13.04
	Net Pay		\$672.85	
	Save1		-672 . 85	
	Net Check		\$0.00	

Your federal taxable wages this period are \$731.91

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Advice number:

00000420923

10/17/2014

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxx7014

Pay date:

XXXX XXXX

\$672.85

VOID AFTER 180 DAYS

CO FILE DEPT GLOCK VCHR NO 130 GLI 846705 AS22KH 0000441013

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203 Period Beginning: Period Ending: 10/12/2014 10/25/2014

Pay Date:

10/31/2014

Taxable Marital Status:

Married

DENISE COOK

10 LAKESIDE DR

LOT 8

SUMTER, SC 29150

Exemptions/Allowances:
Federal: 6
SC: 6

Social Security Number: XXX-XX-1221

Earnings	rate	hours	this period	year to date
Regular	9.2500	80.00	740 . 00	5,366.32
Overtime	13.8750	1.60	22.20	107.13
Holiday Worked				27.68
Nonworkedearn				9.25
	Gross Pay		\$762.20	5,510.38
Deductions	Statutory			
	Social Security	Tax	-47 . 25	341.64
	Medicare Tax		-11 . 05	79.90
	SC State Inco	me Tax	-3.90	16.94
	Net Pay		\$700.00	
	Save1		-700 . 00	
	Net Check		\$0.00	

Your federal taxable wages this period are \$762.20

Ф 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number:

00000441013

Pay date:

10/31/2014

Deposited to the account of

DENISE COOK

= account number xxxxxxxxxx7014 transit ABA

VOID AFTER 180 DAYS

CO FILE DEPT CLOCK VCHR NO 130 GLI 846705 AS22KH 0000461192

Earnings Statement

AP.

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203 Period Beginning:

10/26/2014

Period Ending: Pay Date: 11/08/2014 11/14/2014

Taxable Marital Status; Exemptions/Allowances; /larried

Federal: 6 SC: 6 DENISE COOK

10 LAKESIDE DR

LOT 8

SUMTER, SC 29150

Social Security Number: XXX-XX-1221

Earnings	rate	hours	this period	year to date
Regular	9.2500	80.00	740 . 00	6,106.32
Overtime	13.8750	2.12	29.42	136 . 55
Holiday Worked				27.68
Nonworkedearn				9.25
	Gross Pay		\$769.42	6,279.80
			<u>. </u>	
Deductions	Statutory			
	Social Security	Tax	-47.71	389.35
	Medicare Tax		-11 . 16	91.06
	SC State Inco	me Tax	-4.16	21.10
	Net Pay		\$706.39	
	Save1		-706 . 39	
	Net Check		\$0.00	

Your federal taxable wages this period are \$769.42

2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203 Advice number:

00000461192 11/14/2014

Deposited to the account of

DENISE COOK

= account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$706.39

VOID AFTER 180 DAYS

co. FILE DEPT. CLOCK VCHR. NO. 846705 AS22KH 0000481244

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning:

11/09/2014

Period Ending: Pay Date:

11/22/2014 11/28/2014

Taxable Marital Status: Exemptions/Allowances:

Federal: 6 DENISE COOK 10 LAKESIDE DR LOT 8

SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	9.2500	54.43	503 . 48	6,609.80
Overtime	13.8750	2.12	29.42	165.97
Holiday Worked				27.68
Nonworkedearn				9.25
	Gross Pay		\$532.90	6,812.70
Deductions	Statutory Security	Tave	22.04	422. 20
	Social Security	Tax	-33.04	422.39
	Medicare Tax	_	-7.72	98.78
	SC State Inco	me Tax		21.10
	Net Pay		\$492.14	
	Save1		-492 . 14	
	Net Check		\$0.00	

Your federal taxable wages this period are \$532.90

© 2000 AOP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number:

00000481244 11/28/2014

Deposited to the account of

DENISE COOK

account number xxxxxxxxx7014

transit ABA

amount

XXXX XXXX

\$492.14

VOID AFTER 180 DAYS

CO. FILE DEPT CLOCK VCHR NO. 120 CLI 846705 AS22KH 0000501234 1

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 6
SC: 6

Earnings Statement

Period Beginning: Period Ending:

11/23/2014 12/06/2014

Pay Date:

12/12/2014

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	9.2500	56.72	524 . 66	7,134.46
Holiday Worked	9.2500	3.32	46 . 07	73.75
Overtime				165 . 97
Nonworkedearn				9.25
	Gross Pay		\$570.73	7,383.43
Deductions	Statutory			
*	Social Security	Tax	-35.38	457 . 77
	Medicare Tax		-8.28	107.06
	SC State Inco	me Tax		21.10
	Net Pay		\$527.07	
	Save1		-527.07	
	Net Check		\$0.00	

Your federal taxable wages this period are \$570.73

© 2000 ACP, 11C

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number:
Pay date:

00000501234 12/12/2014

= account number xxxxxxxxxx7014 transit ABA

amount

XXXX XXX

\$527.07

VOID AFTER 180 DAYS

CO. CLOCK VCHR NO. FILE DEPT 130 CLI 846705 AS22KH 0000521226

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning: Period Ending:

12/07/2014 12/20/2014

Pay Date:

12/26/2014

Taxable Marital Status: Exemptions/Allowances:

Married

10 LAKESIDE DR LOT 8

DENISE COOK

SUMTER, SC 29150

Earnings	rate	hours	ti
	SC:	6	
	Federal:	6	

this period year to date Regular 9.2500 50.60 468.05 7,602.51 Overtime 165.97 Holiday Worked 73.75 Nonworkedearn 9.25 **Gross Pay** \$468.05 7,851.48 **Deductions** Statutory -29.02 Social Security Tax

486.79 -6.79 113.85 Medicare Tax 21.10 SC State Income Tax Net Pay \$432.24

Save1 -432.24 Net Check \$0.00

Your federal taxable wages this period are \$468.05

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number: Pay date:

00000521226 12/26/2014

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$432.24

VOID AFTER 180 DAYS

co. DEPT. GLOCK VCHR NO. FILE 0000021152 846705 AS22KH

SITEL OPERATING CORPORATION

3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: SC: 6

Earnings Statement

total to date 1.82

Period Beginning: Period Ending:

12/21/2014 01/03/2015

Pay Date:

01/09/2015

DENISE COOK 10 LAKESIDE DR LOT 8 **SUMTER, SC 29150**

Earnings	rate	hours	this period	year to date	Other Benefits and	
Regular	9.7500	43.63	425 . 39	425 . 39	<u>Information</u>	this period
Holiday Worked	9.7500	3.40	49.73	49.73	Pto Balance	
Nonworkedearn	9.7500	. 08	0.78	. 0.78		
Bereavement				222.00		
	Gross Pay		\$475.90	697.90		
Deductions	Statutory Social Security	Tax	-29.51	43.27		
Deductions	Statutory					
	Medicare Tax		-6.90	10.12		
	Net Pay		\$439.49			
	Save1		-439 . 49			
	Net Check		\$0.00			

Your federal taxable wages this period are \$475.90

Ф 2000 ADP, U.G

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000021152 01/09/2015

account number xxxxxxxxx7014

transit ABA XXXX XXXX

amount \$439.49

VOID AFTER 180 DAYS

CO FILE DEPT CLOCK VCHR NO. 130
GLI 846705 AS22KH 00000041131

3102 WEST END AVENUE SUITE 900

SITEL OPERATING CORPORATION Period Beg

Earnings Statement

Period Beginning: Period Ending:

01/04/2015 01/17/2015

Pay Date:

01/23/2015

this period

total to date

2.91

Taxable Marital Status:
Exemptions/Allowances:

SC:

NASHVILLE, TN 37203

Married

emptions/Allowances: Federal: 6

6

DENISE COOK 10 LAKESIDE DR

LOT 8

Other Benefits and Information

Pto Balance

SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	9.7500	28.23	275 . 24	700 . 63
Nonworkedearn	9.7500	. 12	1 . 1 7	1.95
Bereavement				222.00
Holiday Worked				49.73
	Gross Pay		\$276.41	974 . 31
Deductions	Statutory			
Deductions	Statutory Social Security	Tax	-17 . 14	60.41
<u>Deductions</u>		Tax	-17 . 14 -4 . 01	60 . 41 14 . 13
Deductions	Social Security	Tax	• • • • • •	
Deductions	Social Security Medicare Tax	Tax	-4.01	

Your federal taxable wages this period are \$276.41

© 2000 AEP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

account number

Advice number:

Pay date:

00000041131

01/23/2015

amount

Deposited to the account of

DENISE COOK

xxxxxxxxxx7014

transit ABA

\$255.26

VOID AFTER 180 DAYS

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Mar Exemptions/Allowances:

Federal: 6 SC: 6

Earnings Statement

total to date

4.31

Period Beginning: Period Ending:

Other Benefits and Information

Pto Balance

01/18/2015 01/31/2015

Pay Date:

02/06/2015

this period

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	9.7500	36.30	353 . 93	1,054.56
Bereavement				222.00
Holiday Worked				49.73
Nonworkedearn				1.95
	Gross Pay		\$353.93	1,328.24
Deductions	Statutory Social Security	Tax	-21.94	82.35
<u>Deductions</u>		Tax	-21.94 -5.13	82.35 19.26
<u>Deductions</u>	Social Security	Tax		
<u>Deductions</u>	Social Security Medicare Tax	Tax	-5.13	

Your federal taxable wages this period are \$353.93

♥ 2000 ACP, ILC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number:
Pay date:

00000061094 02/06/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$326.86

VOID AFTER 180 DAYS

CO. FILE DEPT. CLOCK VCHR NO. 130 846705 AS22KH 0000081042 CLI

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

hours

36.17

this period

352.66

\$352.66

-21.87

-5.11

\$325.68

-325.68

\$0.00

Taxable Marital Status: Married Exemptions/Allowances: Federal: SC: 6

rate

9.7500

Gross Pay

Statutory

Net Pay

Net Check

Save1

Social Security Medicare Tax

Earnings

Bereavement Holiday Worked Nonworkedearn

Deductions

Regular

Earnings Statement

Period Beginning: Period Ending:

02/01/2015 02/14/2015

Pay Date:

02/20/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

year to date	Other Bend
1,407.22	<u>Information</u>
222.00	Pto Balance
49.73	
1.95	
1,680.90	
104.22	
24.37	

Other Benefits and		
<u>Information</u>	this period	total to date
Pto Balance		5.70

Your federal taxable wages this period are \$352.66

© 2000 AEP. LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date:

00000081042 02/20/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$325.68

VOID AFTER 180 DAYS

CLOCK VCHR. NO. 130 CO. FILE DEPT 846705 AS22KH 0000100918

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: SC: 6 **Earnings Statement**

Period Beginning: Period Ending:

02/15/2015 02/28/2015

Pay Date:

03/06/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and		
Regular	9.7500	33.17	323 . 41	1,730.63	Information	this period	total to date
Bereavement				222.00	Pto Balance		6.98
Holiday Worked				49.73			
Nonworkedearn				1.95			
	Gross Pay		\$323.41	2,004.31			
Deductions	Statutory						
	Social Security	Tax	-20.05	124 . 27			
	Medicare Tax		-4.69	29.06			
	Net Pay		\$298.67				
	Save1	(1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,	-298 . 67				
	Net Check		\$0.00				
							

Your federal taxable wages this period are \$323.41

₱ 2000 ACP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date:

00000100918 03/06/2015

account number xxxxxxxxx7014

transit ABA XXXX XXXX

amount \$298.67

VOID AFTER 180 DAYS

CO FILE DEPT GLOCK VCHR, NO. 130 846705 AS22KH 0000120617 CLI

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning: Period Ending:

03/01/2015 03/14/2015

Pay Date:

03/20/2015

Taxable Marital Status:

Medicare Tax

Married

DENISE COOK 10 LAKESIDE DR

LOT 8

Other Benefits and

SUMTER, SC 29150

Exemptions/Allowances: Federal: SC: 6

Earnings	rate	hours	this period	year to date
Regular	9.7500	40.42	394 . 10	2,124.73
Bereavement				222.00
Holiday Worked				49.73
Nonworkedearn				1.95
	Gross Pay		\$394.10	2,398.41
Deductions	Statutory			
<u> </u>	Social Security	Tax	-24.43	148.70

Information this period total to date Pto Balance 8.54

Save1 -363.95 Net Check \$0.00

Your federal taxable wages this period are \$394.10

-5.72 \$363.95

© 2000 ADP U.G

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Advice number:

00000120617

03/20/2015

Deposited to the account of

DENISE COOK

account number xxxxxxxxx7014

transit ABA

amount

34.78

XXXX XXXX

\$363.95

VOID AFTER 180 DAYS

GLOCK VCHR. NO. 130 CO. FILE DEPT. 846705 AS22KH 0000140594

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: SC: 6

Earnings Statement

Period Beginning: Period Ending:

03/15/2015 03/28/2015

Pay Date:

04/03/2015

DENISE COOK 10 LAKESIDE DR LOT 8 **SUMTER, SC 29150**

Earnings	rate	hours	this period	year to date	Other Benefits and		
Regular	9.7500	45.43	442 . 94	2,567.67	Information	this period	total to date
Bereavement				222.00	Pto Balance		10.29
Holiday Worked				49.73			
Nonworkedearn				1.95		•	
	Gross Pay		\$442.94	2,841.35			
<u>Deductions</u>	Statutory Social Security Medicare Tax Net Pay Save1 Net Check	Tax	-27.46 -6.42 \$409.06 -409.06	176 . 16 41 . 20			**

Your federal taxable wages this period are \$442.94

₱ 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date:

00000140594 04/03/2015

account number xxxxxxxxx7014

transit ABA

amount \$409.06

VOID AFTER 180 DAYS

CLOCK VCHR NO. 130 DEPT. . . CO. 0000160594 846705 AS22KH

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

6

Period Beginning:

03/29/2015

Period Ending: Pay Date:

04/11/2015 04/17/2015

Taxable Marital Status: Exemptions/Allowances:

Federal:

Net Pay

Net Check

Save1

DENISE COOK 10 LAKESIDE DR

LOT 8

SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	9.7500	35.00	341 . 25	2,908.92
Bereavement				222.00
Holiday Worked				49.73
Nonworkedearn				1.95
	Gross Pay		\$341.25	3,182.60
Deductions	Statutory			
	Social Security	Tax	-21 . 16	197 . 32
	Medicare Tax		-4.95	46.15

Other Benefits	and			
Information		this	period	total to date
Pto Balance				11.64

Your federal taxable wages this period are \$341.25

\$315.14

-315 . 14

\$0.00

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Advice number:

00000160594 04/17/2015

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxx7014

\$315.14

VOID AFTER 180 DAYS

CO. DEPT. CLOCK VCHR NO. 130 846705 AS22KH 0000180588

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: SC: 6

Earnings Statement

Period Beginning: Period Ending:

Other Benefits and Information

Pto Balance

04/12/2015 04/25/2015

Pay Date:

05/01/2015

DENISE COOK 10 LAKESIDE DR LOT 8 **SUMTER, SC 29150**

Earnings	rate	hours	this period	year to date
Regular	9.7500	36 . 77	358 . 51	3,267.43
Nonworkedearn	9.7500	. 50	4.88	6.83
Bereavement				222.00
Holiday Worked				49.73
	Gross Pay		\$363.39	3,545.99
-	24.4.4			
<u>Deductions</u>	Statutory			
	Social Security	Tax	-22.53	219.85
	Medicare Tax		-5.27	51.42
	Net Pay		\$335.59	
	Save1		-335 . 59	
	Net Check		\$0.00	

Your federal taxable wages this period are \$363.39

total to date

13.08

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000180588 05/01/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$335.59

VOID AFTER 180 DAYS

FILE DEPT VCHR. NO. 130 CO. CLOCK CLI 846705 AS22KH 0000200593

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

6

Period Beginning: Period Ending:

04/26/2015 05/09/2015

Pay Date:

05/15/2015

Taxable Marital Status:

DENISE COOK 10 LAKESIDE DR

LOT 8

SUMTER, SC 29150

Exemptions/Allowances:

Federal: SC:

Gross Pay

rate	hours	this period	year to date
9.7500	52.77	514 . 51	3,781.94
			222.00
			49.73
			6.83

\$514.51

4,060.50

Other Benefits and Information this period total to date Pto Balance 15.11

Deductions Statutory

Earnings

Bereavement

Holiday Worked Nonworkedearn

Regular

Social Security -31.90 251.75 Medicare Tax -7.46 58.88

Net Pay \$475.15 Save1 -475.15 Net Check \$0.00

Your federal taxable wages this period are \$514.51

€ 2000 AEP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number:

00000200593 05/15/2015

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$475.15

VOID AFTER 180 DAYS

CLOCK VCHR NO. 130 CO. FILE DEPT 846705 AS22KH 0000220604 1 CLI

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900

NASHVILLE, TN 37203

Taxable Marital Status: Married Exemptions/Allowances: Federal:

SC: 6

Earnings Statement

Period Beginning: Period Ending:

05/10/2015 05/23/2015

Pay Date: 05/29/2015

> **DENISE COOK** 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Other Benefits	and				
Information		this	period	total	to date
Pto Balance					15.94

Earnings	rate	hours	this period	year to date
Regular	9.7500	21.33	207 . 97	3,989.91
Nonworkedearn	9.7500	. 25	2.44	9.27
Bereavement				222.00
Holiday Worked				49.73
	Gross Pay		\$210.41	4,270.91
•				
Deductions	Statutory			
	Social Security	Tax	-13.05	264.80
	Medicare Tax		-3.05	61.93
	Net Pay		\$194.31	
	Save1		- 194 . 31	
	Net Check		\$0.00	

Your federal taxable wages this period are \$210.41

€ 2000 ACP. LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date:

00000220604 05/29/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$194.31

VOID AFTER 180 DAYS

DEPT GLOCK VCHR, NO. 130 CO. FILE CLI 846705 AS22KH 0000240576

Period Ending:

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Married Exemptions/Allowances: Federal:

SC: 6

Earnings Statement

Period Beginning:

05/24/2015 06/06/2015

Pay Date:

06/12/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and		
Regular	9.7500	19.32	188 . 37	4,178.28	Information	this period	total to date
Holiday Worked	9.7500	5.15	75.32	125 . 05	Pto Balance		12.27
Paid Time Off	9.7500	5.00	48.75	48.75			
Bereavement				222.00			
Nonworkedearn				9.27			
	Gross Pay		\$312.44	4,583.35			
Deductions	Statutory						
	Social Security	Tax	-19.37	284 . 17			
	Medicare Tax		-4.53	66 . 46			
	Net Pay		\$288.54				
	Save1		-288 . 54				
	Net Check		\$0.00				

Your federal taxable wages this period are \$312.44

₱ 2000 ACP. ILC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000240576 06/12/2015

account number xxxxxxxxx7014

transit ABA XXXX XXXX

amount \$288.54

VOID AFTER 180 DAYS

CO FILE DEPT CLOCK VCHR NO. 130 CLI 846705 D922KH 0000262087

Earnings Statement

toțal to date 13.33

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203 Period Beginning:

06/07/2015

Period Ending: Pay Date: 06/20/2015

06/26/2015

Taxable Marital Status: Married Exemptions/Allowances:
Federal: 6
SC: 6

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and	
Regular	9.7500	27 . 42	267 . 35	4,445.63	<u>Information</u>	this period
Bereavement				222.00	Pto Balance	
Holiday Worked				125.05		
Nonworkedearn				9.27		
Paid Time Off				48.75		
	Gross Pay		\$267.35	4,850.70		
<u>Deductions</u>	Statutory					
	Social Security	Tax	-16.57	300.74		
	Medicare Tax		-3.88	70.34		
	Net Pay		\$246,90			
	Save1		-246 . 90			
	Net Check		\$0.00			

Your federal taxable wages this period are \$267.35

© 2000 ACP, ILC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203 Advice number:

00000262087 06/26/2015

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxxx7014

XXXX XXX

\$246.90

VOID AFTER 180 DAYS

CO. CLOCK VCHR. NO. FILE DEPT. 130 846705 D922KH 0000281901

Earnings Statement

total to date

13.33

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

6

Period Beginning:

06/21/2015 07/04/2015

Period Ending: Pay Date:

07/10/2015

this period

Taxable Marital Status: Exemptions/Allowances: Federal:

SC:

10 LAKESIDE DR LOT 8

DENISE COOK

Other Benefits and Information

Pto Balance

SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	10.0000	65.42	654 . 20	5,099.83
Bereavement				222.00
Holiday Worked				125.05
Nonworkedearn				9.27
Paid Time Off				48.75
	Gross Pay		\$654.20	5,504.90
Deductions	Statutory	<u> </u>		
	Social Security	Tax	-40.56	341 . 30
	Medicare Tax		-9.48	79.82
	SC State Incor	ne Tax	-1.16	1.16
	Net Pay		\$603.00	•
	Save1		-603.00	
	Net Check		\$0.00	

Your federal taxable wages this period are \$654.20

₱ 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number:

00000281901

07/10/2015

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$603.00

VOID AFTER 180 DAYS

CLOCK VCHR NO. 130 CO. FILE DEPT. 846705 D922KH 0000301880

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances: Federal:

SC:

6

Earnings Statement

Period Beginning: Period Ending:

07/05/2015 07/18/2015

Pay Date:

07/24/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and		
Regular	10.0000	44.90	449.00	5,548.83	Information	this period	total to date
Nonworkedearn	10.0000	. 50	5.00	14.27	Pto Balance		2.78
Paid Time Off	10.0000	13.33	133 . 30	182 . 05			
Bereavement				222.00			
Holiday Worked				125 . 05			
	Gross Pay		\$587.30	6,092.20	i i		
Deductions	Statutory						
	Social Security	Tax	-36 . 42	377 . 72			
	Medicare Tax		-8.52	88.34			
	SC State Incon	ne Tax		1.16			
	Net Pay		\$542.36				
	Save1		-542 . 36				
	Net Check		\$0.00				

Your federal taxable wages this period are \$587.30

© 2000 ACP, ILC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000301880 07/24/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$542.36

VOID AFTER 180 DAYS

GLOCK VCHR NO. FILE CO. DEPT CLI 846705 D922KH 0000321856

Earnings Statement



SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning: Period Ending:

Pay Date:

07/19/2015 08/01/2015 08/07/2015

Taxable Marital Status: Exemptions/Allowances:

Married

DENISE COOK 10 LAKESIDE DR

Federal: SC:

LOT 8

6

SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	10.0000	80.00	800.00	6,348.83
Overtime	15.0000	6.07	91 . 05	91.05
Bereavement				222.00
Holiday Worked				125.05
Nonworkedearn				14.27 ⁻
Paid Time Off				182.05
	Gross Pay		\$891.05	6,983.25
<u>Deductions</u>	Statutory			
	Social Security	Tax	-55.24	432.96
	Medicare Tax		- 12 . 92	101.26
	SC State Inco	me Tax	-8.94	10.10
	Net Pay		\$813,95	
	Save1		-813 . 95	
	Net Check		\$0.00	

Your federal taxable wages this period are \$891.05

© 2000 ADP. LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number: Pay date:

00000321856 08/07/2015

Deposited to the account of

account number

transit ABA

amount

DENISE COOK

xxxxxxxxx7014

XXXX XXXX

\$813.95

VOID AFTER 180 DAYS

CO. FILE DEPT CLOCK VCHR NO. 130
CLI 846705 D922KH 00000341879

Earnings Statement



SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203 Period Beginning:

08/02/2015

Period Ending:

08/15/2015

Pay Date:

08/21/2015

Taxable Marital Status: Exemptions/Allowances:

Married

Federal: 6
SC: 6

DENISE COOK 10 LAKESIDE DR LOT 8

SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	10.0000	74.82	748 . 20	7,097.03
Overtime	15.0000	8.35	125 . 25	216.30
Nonworkedearn	10.0000	. 50	5.00	19.27
Paid Time Off	10.0000	2.50	25.00	207.05
Bereavement				222.00
Holiday Worked				125 . 05
	Gross Pay		\$903.45	7,886.70
Deductions	Statutory			
	Social Security	Tax	-56.02	488.98
	Medicare Tax		-13.10	114.36
	SC State Inco	me Tax	-9.50	19.60
	Net Pay		\$824.83	
	Save1		-824 . 83	

Other Benefits	and						
Information		this	period	_	total	to	date
Pto Balance		<u> </u>	<u> </u>	_			9.82

Your federal taxable wages this period are \$903.45

\$0.00

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Advice number:

00000341879 #

08/21/2015

Deposited to the account of

DENISE COOK

Net Check

account number

transit ABA

amount

xxxxxxxxxx7014

XXXX XXXX

\$824 . 83

VOID AFTER 180 DAYS

																											3		

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Mar Exemptions/Allowances:

Federal: 6 SC: 6

Earnings Statement

Period Beginning: Period Ending: 08/16/2015 08/29/2015

Pay Date:

09/04/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and		
Regular	10.0000	63 . 85	638 . 50	7,735.53	Information	this period	total to date
Overtime	15.0000	5.57	83.55	299.85	Pto Balance	_	12.90
Nonworkedearn	10.0000	. 50	5.00	24.27			
Bereavement				222.00			
Holiday Worked				125.05			
Paid Time Off				207.05			
	Gross Pay		\$727.05	8,613.75			
Deductions	Statutory						
	Social Security	Tax	-45.07	534 . 05			
	Medicare Tax		-10.54	124 . 90			
	SC State Incor	ne Tax	-2.94	22.54			
	Net Pay		\$668,50				
	Save1		-668 . 50				
	Net Check		\$0.00				
		·					

Your federal taxable wages this period are \$727.05

Ф 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000361881 09/04/2015

account number xxxxxxxxxx7014

transit ABA

amount \$668 . 50

VOID AFTER 180 DAYS

DEPT. CLOCK VCHR. NO. 130 CO. FILE CLI 846705 D922KH 0000382099

Earnings Statement

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning:

08/30/2015 09/12/2015

Period Ending: Pay Date:

09/18/2015

Taxable Marital Status:

Net Pay

Net Check

Save1

Married

DENISE COOK 10 LAKESIDE DR

LOT 8

SUMTER, SC 29150

Exemptions/Allowances: Federal: SC: 6

Earnings	rate	hours	this period	year to date
Regular	10.0000	71 . 48	714 . 80	8,450.33
Overtime	15.0000	21.90	328.50	628.35
Holiday Worked	10.0000	8.02	120 . 30	245 . 35
Nonworkedearn	10.0000	. 50	5.00	29.27
Bereavement				222.00
Paid Time Off				207.05
	Gross Pay		\$1,168.60	9,782.35
Deductions	Statutory			
	Social Security	Tax	-72.46	606 . 51
	Medicare Tax		-16.94	141.84
	SC State Inco	me Tax	-26 . 11	48.65

Other Benefits	and				
Information		this	period	total	to date
Pto Balance					15.98

Your federal taxable wages this period are \$1,168.60

\$1,053.09

-1,053.09

₱ 2000 AEP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Advice number:

00000382099

09/18/2015

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$1,053.09

VOID AFTER 180 DAYS

CLOCK VCHR NO. FILE DEPT. 130 CO CLI 846705 D922KH 0000401958

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: SC:

Married

6

Earnings Statement

Period Beginning:

09/13/2015 09/26/2015

Period Ending: Pay Date:

10/02/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and		
Regular	10.0000	80.00	800.00	9,250.33	Information	this period	total to date
Overtime	15.0000	1.60	24.00	652 . 35	Pto Balance		19.06
Bereavement				222 .00			
Holiday Worked				245 . 35			
Nonworkedearn			•	29.27			
Paid Time Off				207.05			
	Gross Pay		\$824.00	10,606.35			
Deductions	Statutory						
	Social Security	Tax	-51.08	657.59			¥
	Medicare Tax		-11.95	153.79			
	SC State Income	e Tax	-6.12	54.77			
	Net Pay		\$754.85		•		
	Save1		-754 . 85				
	Net Check		\$0.00				
	-						

Your federal taxable wages this period are \$824.00

₱ 2000 ACP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date

00000401958 10/02/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$754.85

VOID AFTER 180 DAYS

CLOCK VCHR. NO. 130 CO. DEPT. 846705 D922KH 0000422093

Earnings Statement



20.14

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Period Beginning:

09/27/2015 10/10/2015

Period Ending: Pay Date:

10/16/2015

Taxable Marital Status: Married

DENISE COOK

Pto Balance

10 LAKESIDE DR

LOT 8

SUMTER, SC 29150

Taxable	Mantai	Status.	wan
Exemptio	ns/Allow	ances:	
Federa	al:	6	
SC:		6	

<u>Earnings</u>	rate	hours	this period	year to date
Regular	10.0000	77.23	772 . 30	10,022.63
Overtime	15.0000	. 75	11.25	663.60
Paid Time Off	10.0000	2.00	20.00	227 . 05
Bereavement				222.00
Holiday Worked				245 . 35
Nonworkedearn				29.27
	Gross Pay		\$803.55	11,409.90
Deductions	Statutory			
	Social Security	Tax	-49.82	707 . 41
	Medicare Tax		-11.65	165 . 44
	SC State Incom	ne Tax	-5.38	60.15
	Net Pay		\$736.70	
	Save1		-736 . 70	
	Net Check		\$0.00	
	***************************************	***************************************	***************************************	

Your federal taxable wages this period are \$803.55

Other Benefits and

Information this period total to date

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Advice number:

00000422093 10/16/2015

Deposited to the account of

DENISE COOK

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$736.70

VOID AFTER 180 DAYS

CO. FILE DEPT CLOCK VCHR NO. 130 GLI 846705 D922KH 0000442085

Earnings Statement

AP

total to date

23.22

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203 Period Beginning:

Other Benefits and Information

Pto Balance

10/11/2015

Period Ending:

10/24/2015

Pay Date:

10/30/2015

this period

Taxable Marital Status: Exemptions/Allowances:

Married

Federal: 6 SC: 6 DENISE COOK 10 LAKESIDE DR LOT 8

SUMTER, SC 29150

Earnings	rate	hours	this period	year to date
Regular	10.0000	80.00	800.00	10,822.63
Overtime	15.0000	1.75	26 . 25	689.85
Bereavement				222.00
Holiday Worked	;			245.35
Nonworkedearn				29.27
Paid Time Off				227.05
	Gross Pay		\$826.25	12,236.15
Deductions	Statutory			
	Social Security	Tax	-51.23	758 . 64
	Medicare Tax		-11.98	177 . 42
	SC State Inco	me Tax	-6.20	66.35
	Net Pay		\$756.84	
	Save1		-756 . 84	
	Net Check		\$0.00	

Your federal taxable wages this period are \$826.25

രാന മാല

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Pay date:

00000442085 10/30/2015

Deposited to the account of

DENISE COOK

account number

Advice number:

transit ABA

amount

___ xxxxxxxxx7014

XXXX XXXX

\$756.84

VOID AFTER 180 DAYS

CO. DEPT. CLOCK VCHR NO 846705 D922KH 0000462087

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900

NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances:

Federal: 6 SC: 6

Earnings Statement

Period Beginning: Period Ending:

10/25/2015 11/07/2015

Pay Date:

11/13/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and			
Regular	10.0000	80.00	800.00	11,622.63	Information	this period	total	to date
Overtime	15.0000	1.37	20.55	710 . 40	Pto Balance			25.30
Paid Time Off	10.0000	1.00	10.00	237 . 05				
Bereavement				222.00				
Holiday Worked				245 . 35				
Nonworkedearn				29.27				
	Gross Pay		\$830.55	13 <u>,</u> 066 . 70				
Daduatiana	Statutory							
Deductions	Statutory Social Security	Tov	-51.50	810 . 14				
	Medicare Tax	Idx	-12.05	189.47				
	SC State Incom	e Tax	-6.36	72.71				
	Net Pay		\$760.64					
	Save1		-760 . 64				₩	
	Net Check		\$0.00				•	
			·					

Your federal taxable wages this period are \$830.55

€ 2000 AEP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date:

00000462087 11/13/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$760.64

VOID AFTER 180 DAYS

CO. FILE DEPT GLOCK VCHR NO. 130 CLI 846705 D922KH 0000462087

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Married Exemptions/Allowances:
Federal: 6
SC: 6

Earnings Statement

Period Beginning: Period Ending:

10/25/2015 11/07/2015

Pay Date:

11/13/2015

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER, SC 29150

Earnings	rate	hours	this period	year to date	Other Benefits and		
Regular	10.0000	80.00	800 . 00	11,622.63	Information	this period	total to date
Overtime	15.0000	1.37	20.55	710.40	Pto Balance		25.30
Paid Time Off	10.0000	1.00	10.00	237.05			
Bereavement				222.00			
Holiday Worked				245.35			
Nonworkedearn				29.27			
	Gross Pay		\$830.55	13,066.70	•		~
Deductions	Statutory	,					
* * * * * * * * * * * * * * * * * *	Social Security	Гах	-51.50	810.14			
	Medicare Tax		-12.05	189.47			
	SC State Income	Tax	-6.36	72.71			
	Net Pay		\$760.64				
	Save1	·	-760 . 64				
	Net Check		\$0.00				

Your federal taxable wages this period are \$830.55

2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number: Pay date:

00000462087 11/13/2015

account number
xxxxxxxxx7014

transit ABA

VOID AFTER 180 DAYS

CO. DEPT. CLOCK VCHR NO. 846705 D922RU 0000522177

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Exemptions/Allowances: Federal: SC: 6

Earnings Statement

total to date

10.54

Period Beginning: Period Ending:

12/06/2015 12/19/2015

Pay Date:

12/24/2015

this period

DENISE COOK 10 LAKESIDE DR LOT 8 **SUMTER, SC 29150**

Earnings Regular	rate 10.0000	hours 79.00	this period	year to date 13,844.13	Other Benefits	and
Overtime	15.0000	11.60	174 . 00	1,119.60	Pto Balance	
Nonworkedearn	10.0000	1.00	10.00	39.27	•	
Paid Time Off	10.0000	6.00	60.00	477.05		
Bereavement				222.00		
Holiday Worked				245 . 35		
	Gross Pay		\$1,034.00	15,947.40		
Deductions	Statutory					
	Social Security	Tax	-64 . 11	988 . 74		
	Medicare Tax		-15.00	231 . 24		
	SC State Incom	ne Tax	-16.68	111.48		
	Net Pay		\$938.21			
	Save1		-938 . 21			
	Net Check		\$0.00			

Your federal taxable wages this period are \$1,034.00

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK

Advice number:

00000522177 12/24/2015

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$938.21

VOID AFTER 180 DAYS

DEPT. GLOCK VCHR NO. 130 005276 D922RU HUSCE 0000010379

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status:

Federal: Married

Exemptions/Allowances: Federal:

Earnings Statement

Period Beginning:

12/20/2015 01/02/2016

Period Ending: Pay Date:

01/08/2016

0000000378

DENISE COOK 10 LAKESIDE DR LOT 8 **SUMTER SC 29150**

Other Benefits	and					
Information		this	period	 total	to	date
Pto Balance			-			7.62

Additional Tax Withholding Information Taxable Marital Status:

Single Exemptions/Allowances: SC: 0

Earnings	rate	hours	. this period	year to date
Regular	10.0000	75 . 50	755 . 00	755 . 00
Overtime	15.0000	4.20	63.00	63.00
Paid Time Off	10.0000	6.00	60.00	60.00
	Gross Pay		\$878.00	878.00

Deductions	Statutory		
	Social Security Tax	-54 . 44	54.44
	Medicare Tax	-12.73	12.73
	SC State Income Tax	-49.92	49.92
	Net Pay	\$760.91	

-760 . 91 Save1 Net Check \$0.00

Your federal taxable wages this period are \$878.00

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Deposited to the account of

DENISE COOK Advice number:

00000010379 01/08/2016

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$760.91

VOID AFTER 180 DAYS

DEPT CLOCK VCHR NO. 130 005276 D922KH HUSCE 0000030361

3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Federal:

Exemptions/Allowances: Federal:

Net Check

SITEL OPERATING CORPORATION

Earnings Statement

Period Beginning:

01/03/2016 01/16/2016

Period Ending: Pay Date:

01/22/2016

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER SC 29150

Other Benefits	and						
Information		this	period		total	to	date
Pto Balance				_			6.70

Additional Tax Withholding Information

Taxable	Marital	Status:				
SC:		Single				
Exemptions/Allowances:						
SC:		0				

Earnings	rate	hours	this period	year to date
Regular	10.0000	66.02	660 . 20	1,415.20
Overtime	15.0000	. 23	3.45	66 . 45
Paid Time Off	10.0000	4.00	40.00	100.00
	Gross Pay		\$703.65	1,581.65

Deductions Statutory Social Security Tax -43.62 98.06 22.93 Medicare Tax -10.20 SC State Income Tax -37.71 87.63 Net Pay \$612.12 -612.12 Save1

Your federal taxable wages this period are \$703.65

\$0.00

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK Advice number:

00000030361 01/22/2016

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$612.12

VOID AFTER 180 DAYS

CO. FILE DEPT CLOCK VCHR NO. 130 SL4 005276 D922KH HUSCE 0000050343

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE, TN 37203

Taxable Marital Status: Federal: Married

Exemptions/Allowances: Federal: 6

Earnings rate hours this period year to date 444 . 70 1,859.90 Regular 10.0000 44.47 Overtime 66.45 Paid Time Off-100.00 Gross Pay \$444.70 2,026.35 **Deductions** Statutory Social Security Tax -27.57 125.63 29.38 Medicare Tax -6.45 SC State Income Tax -19.59 107.22 \$391.09 Net Pay -391.09 Save1 Net Check \$0.00

Your federal taxable wages this period are \$444.70

Earnings Statement

AP.

Period Beginning: Period Ending: 01/17/2016 01/30/2016

Pay Date:

02/05/2016

DENISE COOK 10 LAKESIDE DR LOT 8 SUMTER SC 29150

Other Benefits and

Informationthis periodtotal to datePto Balance9.78

Additional Tax Withholding Information

Taxable Marital Status:
SC: Single
Exemptions/Allowances:
SC: 0

© 2000 ADP, LLC

SITEL OPERATING CORPORATION 3102 WEST END AVENUE SUITE 900 NASHVILLE , TN 37203

Deposited to the account of

DENISE COOK

Advice number:
Pay date:

00000050343 02/05/2016

account number

transit ABA

amount

xxxxxxxxx7014

XXXX XXXX

\$391.09

VOID AFTER 180 DAYS