

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK**

-----X  
**CHRISTOPHER GREENE, on behalf of** :  
**himself and all others similarly situated,** :  
: **Plaintiff,** :  
: **-against-** :  
: **CSC HOLDINGS, LLC d/b/a** :  
**CABLEVISION and ALTICE USA,** :  
: **Defendants.** :  
-----X

**Index No:** 612648/2017  
**Date Filed:** 7/7/2017  
**SUMMONS**

To: CSC Holdings, LLC d/b/a Cablevision  
1111 Stewart Avenue  
Bethpage, NY 11714

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the date of service, where service is made by delivery upon you personally within the State, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates Suffolk County as the place of trial.

The basis for venue is Plaintiff's place of residence.

Dated: July 6, 2017  
Roslyn, New York

THE LAW FIRM OF LOUIS GINSBERG, P.C.  
Attorneys for Plaintiff  
1613 Northern Boulevard  
Roslyn, NY 11576  
(516) 625-0105

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Index No: 612648/2017  
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**SUMMONS**

To: Altice USA  
1111 Stewart Avenue  
Bethpage, NY 11714

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the date of service, where service is made by delivery upon you personally within the State, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates Suffolk County as the place of trial.  
The basis for venue is Plaintiff's place of residence.

Dated: July 6, 2017  
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**CHRISTOPHER GREENE, on behalf of  
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**Plaintiff,**

**-against-**

**CSC HOLDINGS, LLC d/b/a CABLEVISION  
and ALTICE USA,**

**Defendants.**  
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Index No.: 612048/2017  
Date Filed: 7/7/2017

**COMPLAINT  
JURY TRIAL DEMANDED**

Plaintiff Christopher Greene (“Plaintiff”), on behalf of himself and all others similarly situated, upon personal knowledge as to himself and upon information and belief as to others, by and through his undersigned counsel, alleges for his Complaint as follows:

**NATURE OF ACTION**

1. Plaintiff brings this action on behalf of himself and all other similarly situated non-exempt hourly paid field technicians (“Field Techs”) employed by CSC Holdings, LLC d/b/a Cablevision (“Cablevision”) and subsequently by Cablevision and Defendant Altice USA (“Altice”) in Suffolk County in the State of New York at any time during the period commencing six (6) years prior to the filing of this action and continuing until such further date as the practices complained of are discontinued (the “Class Period”). After purchasing Cablevision in or about 2016, Altice became the successor to Cablevision, and upon information and belief, continued the Cablevision operations. As described below, Defendants by virtue of their management and control over the wages and work of their Field Techs are both classified as an “employer” under New York Labor Law (“NYLL”) §190(3).

2. As particularized below, Defendants have engaged and continue to engage in illegal and improper wage practices. These practices include: (a) requiring Field Techs to perform work without compensation during meal breaks; (b) failing to pay Field Techs overtime of time and one-half their regular rate of pay for all hours worked over forty (40) in a week; and (c) failing to provide accurate wage statements.

### **PARTIES**

3. Plaintiff Christopher Greene resides in Suffolk County, New York. Plaintiff was, throughout his entire employment with Defendant Cablevision, a covered, non-exempt employee within the meaning of the NYLL. As such, Plaintiff was, and is, entitled to be paid in full for all hours worked.

4. Defendant Cablevision had its corporate office at 1111 Stewart Avenue, Bethpage, NY 11714. Defendant Altice, the successor to Defendant Cablevision, has its office at 1111 Stewart Avenue, Bethpage, NY 11714. Defendant Cablevision maintained control, oversight, and direction over Plaintiff and Defendant Cablevision and Defendant Altice maintained control, oversight, and direction over the similarly situated Class Members regarding time keeping, payroll, and other employment practices applicable to them.

### **CLASS ACTION ALLEGATIONS**

5. Plaintiff brings this action on his own behalf and as a class action pursuant to CPLR Article 9 of a Class consisting of:

All current and former Field Techs who worked for Defendants in Suffolk County in the State of New York during the Class Period and who (a) were not compensated for all work performed during automatically deducted meal breaks; (b) were not paid overtime of time and one-half their regular rate of pay for all hours worked over forty

(40) in a week; and/or (c) were not provided accurate wage statements. (collectively the “Class” or “Class Members”).

6. Excluded from the Class are the Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the Class Period has had, a controlling interest in Defendants, and all persons who submit timely and otherwise proper requests for exclusion from the Class.

7. During the Class Period Defendants employed in excess of forty (40) Field Techs. Defendants systematically failed and refused to pay them for all compensable hours worked. The Class Members are so numerous that joinder of all members in one proceeding is impracticable.

8. Plaintiff’s claims are typical of the claims of other Class Members because other non-exempt hourly Field Techs were not compensated for all work performed. Plaintiff and other Class Members have sustained similar types of damages as a result of the Defendants’ failure to comply with the NYLL. Plaintiff and other Class Members have been injured in that they have been uncompensated or under-compensated due to the Defendants’ common policies, practices, and patterns of conduct.

9. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel competent and experienced in complex class action and wage and hour litigation. There is no conflict between the Plaintiff and the Class.

10. Defendants have acted or have refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

11. Common questions of law and fact exist as to the Class that predominate over any questions solely affecting them individually and include, but are not limited to, the following:
- a. Whether the Defendants failed and/or refused to pay Plaintiff and the Class for work performed during uncompensated meal breaks;
  - b. Whether the Defendants failed and/or refused to pay Plaintiff and the Class overtime of time and one-half their regular rate of pay for all hours worked over forty (40) in a week;
  - c. Whether the Defendants failed to keep true and accurate time records for all hours worked by Plaintiff and Class Members as required by New York Labor Law § 190 *et seq.* and 650 *et seq.*;
  - d. Whether the Defendants failed to comply with the posting and notice requirements of the NYLL;
  - e. Whether the Defendants engaged in a pattern and/or practice of forcing, coercing, and/or permitting Plaintiff and Class Members to perform work for Defendants' benefit which was not compensated;
  - f. Whether the Defendants' policy or practice of failing to pay workers was instituted willfully or with reckless disregard of the law;
  - g. The nature and extent of class-wide injury and the measure of damages of those injuries; and
  - h. Whether the Defendants should be enjoined from such violations of the NYLL in the future.
12. Class action treatment is superior to any alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly

situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. Individual Class Members' damages are inadequate to justify the costs of prosecuting their claims in any manner other than a class action. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Class Members are readily identifiable from the Defendants' records.

13. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for the Defendants.

14. Without a class action, Defendants would retain the benefit of their wrongdoing and will continue a course of action that will result in further damages to Plaintiff and the Class.

15. Plaintiff intends to send notice to all members of the Class to the extent required by Article 9 of the CPLR.

### **FACTS**

16. Plaintiff was employed by Defendant Cablevision from in or around 2009 until on or about May 3, 2016. Plaintiff worked for Defendant Cablevision as a Field Tech and was typically scheduled to work from 12:30 p.m. to 9:00 p.m. Sunday thru Thursday. Defendant Cablevision promised to pay hourly wages to Plaintiff for his work. Plaintiff's last hourly wage was approximately \$19.74.

17. Defendants maintain a policy or practice of automatically deducting thirty (30) minutes per shift from Field Techs for an unpaid meal break. Yet, Plaintiff and Class Members performed

work without compensation during their meal breaks that was integral and indispensable to their job duties at Defendants.

18. Plaintiff worked through his meal break during two (2) to three (3) shifts per week for fifteen (15) to thirty (30) minutes each shift as a Field Tech. Such work performed by Plaintiff and other Class Members during uncompensated meal breaks included, but was not limited to, installing cable to residential and commercial locations, servicing cable at both residential and commercial locations, wiring cable at both residential and commercial locations and running cable from outside to both residential and commercial locations. Thus, because of Defendants' improper compensation policies, on average, Plaintiff was not paid for approximately thirty (30) to ninety (90) minutes of uncompensated overtime per week in violation of the NYLL.

19. Defendants were aware that Plaintiff and similarly situated Class Members were not being paid for meal periods worked.

20. Plaintiff and Class Members were given iPads by Defendants. These iPads mapped out the work day for Plaintiff and similarly situated Class Members by displaying their daily schedule. When it was time for the thirty (30) minute meal break, the iPad signaled to the user that it was lunch time. However, when needed, Plaintiff and Class Members were able to work through their meal period by bypassing the meal period and continuing on to the next job on their iPad. This information was transmitted to Defendants in order to track the work day of Plaintiff and Class Members.

21. Based on the digital records, Defendants were aware that Plaintiff and Class Members worked through their meal periods, and yet, failed to pay them. In addition, Defendant Cablevision's Management was aware of the meal time work because management had Plaintiff and Class Members enter and exit their lunch period on the iPad at the end of their shift if it was



not taken in order to close out their route for the day. This was necessary for Field Techs to get their route for the following day.

22. Thus, because of Defendant Cablevision's improper compensation policies, on average, Plaintiff was deprived of approximately thirty (30) to ninety (90) minutes of uncompensated overtime per week in violation of the NYLL.

23. For example, during the week of Jan 25, 2015 to January 31, 2015, Plaintiff was scheduled to work five (5) shifts from 12:30 p.m. to 9 p.m. with thirty (30) minutes automatically deducted for a meal break during each shift for a total of forty (40) hours. However, during this same week, Plaintiff worked through his meal period during three (3) shifts without pay. This resulted in Plaintiff being deprived of ninety (90) minutes of uncompensated overtime in this same week.

24. Defendants also failed to provide accurate wage statements to Plaintiff and the similarly situated Class Members.

**AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION AGAINST THE  
DEFENDANTS FOR NONPAYMENT OF OVERTIME IN VIOLATION OF THE  
NEW YORK LABOR LAW  
(On behalf of Plaintiff and the Class)**

25. Plaintiff incorporates paragraphs 1-24 as if fully rewritten herein.

26. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations 12 NYCRR 142-2.2 apply to Defendants and protect Plaintiff and the Class Members.

27. Defendants have failed to pay Plaintiff and the Class Members overtime wages to which they are entitled under the New York Labor Law and the supporting New York State Department of Labor Regulations.

28. By Defendants' knowing and/or intentional failure to pay Plaintiff and the Class Members overtime wages for hours worked in excess of forty (40) hours in a week, Defendants

have willfully violated New York Labor Law §§ 190 *et seq.* including but not limited to, §§190, 191, 193, 198, New York Labor Law §§ 650 *et. seq.*, and the supporting New York State Department of Labor Regulations.

29. Due to Defendants' violations of the NYLL, Plaintiff and the Class Members are entitled to recover from Defendants their unpaid overtime wages, attorneys' fees, costs, and pre-judgment and post-judgment interest.

30. Plaintiff does not seek liquidated damages under the NYLL on behalf of the Class but reserves his right to do so.

**AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION AGAINST THE  
DEFENDANTS FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN  
VIOLATION OF THE NEW YORK LABOR LAW  
(On behalf of Plaintiff and the Class)**

31. Plaintiff incorporates paragraphs 1-30 as if fully rewritten herein.

32. Defendants have willfully failed to supply Plaintiff and the Class Members, as required by NYLL, Article 6, § 195(3) with an accurate statement with every payment of wages, listing accurate gross wages, deductions and accurate net wages.

33. Through its knowing or intentional failure to provide Plaintiff and the New York Class members with the accurate wage statements required by the NYLL, Defendants have willfully violated NYLL, Article 6, §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.

34. Due to Defendants' willful violation of NYLL, Article 6, § 195(3), Plaintiff and the Class Members are entitled to damages of two hundred and fifty dollars for each day that Defendants failed to provide Plaintiff and the Class Members with an accurate wage statement, or a total of five thousand dollars each, reasonable attorneys' fees, costs, and injunctive and declaratory relief, as provided by NYLL, Article 6, § 198(1-d).

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of the Class, seeks the following relief jointly and severally against the Defendants:

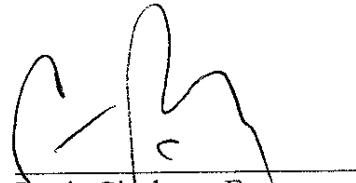
- (a) Certification of the Class as described herein under CPLR Article 9 and appointing Plaintiff as representative of the Class and Plaintiff's counsel as Lead Counsel for the Class;
- (b) An Award for the amount of the Plaintiff's and Class Members' unpaid overtime, and pre- and post-judgment interest as allowed by law;
- (c) An award to Plaintiff and the Class Members of damages for each workday that Defendants failed to provide Plaintiff and the Class members with an accurate wage statement, or a total of \$5,000 per Class Member, as provided by the NYLL;
- (d) An award of declaratory and injunctive relief as the Court deems necessary and proper to prevent against future violations of New York Labor Law;
- (e) An award to Plaintiff and the Class Members of reasonable attorneys' fees and costs pursuant to New York Labor Law; and
- (f) An award to Plaintiff and the Class Members of such further relief as this Court deems just and proper.

Dated: July 6, 2017  
Roslyn, New York

Respectfully submitted,

THE LAW FIRM OF  
LOUIS GINSBERG, P.C.

By:

A handwritten signature in black ink, appearing to be 'L. Ginsberg', written over a horizontal line.

Louis Ginsberg, Esq.  
1613 Northern Boulevard  
Roslyn, N.Y. 11576  
(516) 625-0105 X. 18  
Attorneys for Plaintiff and the  
putative New York Class