

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

DANIEL J. CAPESIUS, RICHARD T.)	
CLUCAS, JR., JOSEPH DES JARDINS,)	
LYNN M. FISHMAN, CARL HASTEN,)	
LINDA THOMPSON, TORY WIDEMAN,)	
and all others similarly situated,)	
)	Case No.:
Plaintiffs,)	
)	
v.)	Judge:
)	Magistrate Judge:
CITY OF EVANSTON,)	
)	
Defendant.)	

COMPLAINT

Plaintiffs, Daniel J. Capesius (“Capesius”), Richard T. Clucas, Jr. (“Clucas”), Joseph Des Jardins (“Des Jardins”), Lynn M. Fishman (“Fishman”), Carl Hasten (“Hasten”), Linda Thompson (“Thompson”), Tory Wideman (“Wideman”), and all others similarly situated, by and through their attorneys, Ryan A. Hagerty, Matthew Pierce, and Naomi Frisch of Asher, Gittler & D’Alba, Ltd., hereby complain of Defendant, the City of Evanston, for violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), and the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* (“IMWL”). In support of their Complaint, Plaintiffs state and allege as follows:

NATURE OF THIS ACTION

1. This is an action to recover unpaid overtime compensation and other relief under the FLSA, 29 U.S.C. §§ 207, 216, and the IMWL, 820 ILCS 105/4(a). Since at least 2004 and continuing through December of 2021, Plaintiffs and all others similarly situated have been paid only straight-time pay for all hours worked over forty in a seven-day workweek. Plaintiffs seek relief in the form of compensation at one and one-half times their regular rate(s) of pay for all

hours worked in excess of forty in each seven-day workweek that falls within the applicable statute of limitations period, liquidated damages under the FLSA, treble damages plus interest due under the IMWL, and all attorneys' fees and costs incurred in bringing this action.

JURISDICTION AND VENUE

2. Jurisdiction for this action is conferred upon this Court by 28 U.S.C. § 1331, arising under 29 U.S.C. § 216(b). This Court has supplemental jurisdiction over Plaintiffs' state law claim pursuant to 28 U.S.C. § 1367.

3. Venue in this district is proper under 28 U.S.C. §§ 1391(b) and (c) because the unlawful employment practices occurred in this judicial district, and Defendant has its principal place of business in this judicial district.

PARTIES

4. At all relevant times, Plaintiffs and all others similarly situated are or were "employees," as that term is defined within the meaning of Section 203(e) of the FLSA, 29 U.S.C. § 203(e), of Defendant City of Evanston.

5. At all relevant times, Plaintiffs and all others similarly situated are or were "employees" of Defendant within the meaning of Section 3(d) of the IMWL, 820 ILCS 105/3(d).

6. Plaintiffs bring this action on their own behalf and on behalf of all other current and former employees similarly situated to them pursuant to 29 U.S.C. § 216(b). A copy of each named Plaintiff's consent form is attached hereto and contemporaneously filed herewith.

7. Defendant City of Evanston is a municipality and public employer located in Cook County, Illinois, in this judicial district. Defendant City of Evanston is a "public agency" as that term is defined in Section 203(x) of the FLSA, 29 U.S.C. § 203(x).

8. At all relevant times, Defendant City of Evanston was considered an “enterprise engaged in commerce or in the production of goods for commerce” for purposes of Section 203(s) of the FLSA, 29 U.S.C. § 203(s)(1)(C).

9. At all relevant times, Defendant City of Evanston was an “employer” of Plaintiffs and all others similarly situated as that term is defined in Section 203(d) of the FLSA, 29 U.S.C. § 203(d), and, as such, was (and still is) subject to the provisions of Section 7 of the FLSA, 29 U.S.C. § 207.

10. At all relevant times, Defendant City of Evanston was an “employer” of Plaintiffs and all others similarly situated within the meaning of Section 3(c) of the IMWL, 820 ILCS 105/3(c).

FACTS COMMON TO ALL COUNTS

11. Defendant City of Evanston’s Police Department oversees and is responsible for the staffing of the 911-Emergency Telephone Systems Board, which is located in the City of Evanston.

12. At all relevant times, Plaintiffs have worked as 911 Dispatchers, or “telecommunicators,” for Defendant City of Evanston, working within the City’s Police Department.

13. Plaintiffs’ positions as “telecommunicator” are non-exempt positions for purposes of the FLSA and the IMWL.

14. Plaintiffs are or were non-sworn employees of the City’s Police Department.

15. As civilian, non-sworn employees, Plaintiffs and all others similarly situated are not subject to any exemption under section 207(k) of the FLSA and are specifically excluded from such exemption pursuant to 29 C.F.R. § 553.211(g).

16. Plaintiff Daniel J. Capesius has been employed as a telecommunicator at the City of Evanston since 1991.

17. Plaintiff Richard T. Clucas, Jr. has been employed as a telecommunicator at the City of Evanston since 1999.

18. Plaintiff Joseph Des Jardins was employed as a telecommunicator at the City of Evanston beginning in 2001 and retired in June 2021.

19. Plaintiff Lynn M. Fishman was employed as a telecommunicator at the City of Evanston beginning in 1990 and retired in April 2021.

20. Plaintiff Carl Hasten has been employed as a telecommunicator at the City of Evanston since 2005.

21. Plaintiff Linda Thompson has been employed as a telecommunicator at the City of Evanston since 2004.

22. Plaintiff Tory Wideman has been employed as a telecommunicator at the City of Evanston since 2003.

23. Plaintiffs and all others similarly situated are paid an hourly rate for their work.

24. Prior to 2004, Plaintiffs Capesius, Clucas, Jr., Des Jardins, Fishman, and Wideman and Defendant's other telecommunicators worked 8-hour days.

25. Beginning in 2004, Plaintiffs' schedules and the schedules of all other telecommunicators were changed from an 8-hour work day to a 12-hour work day. From 2004 through the present, telecommunicators have worked the following schedule in a rotating pattern:

- a. 2 days on, 2 days off
- b. 3 days on, 2 days off
- c. 2 days on, 3 days off

26. Due to the schedule described above, in any given seven-day period, Plaintiffs would work either two 12-hour shifts or five 12-hour shifts, for a total of 24 hours (minus one half-hour unpaid lunch per shift) one week, 60 hours (minus one half-hour unpaid lunch per shift) the next week, and 84 hours (minus one half-hour unpaid lunch per shift) total in each fourteen-day period.

27. Since 2004 and continuing through December of 2021, Plaintiffs were paid their straight-time hourly rate of pay (i.e., their regular rate of pay) for all hours worked in accordance with the above schedule. Thus, in workweeks in which each Plaintiff worked five, 12-hour shifts, each Plaintiff would work a minimum of 17.5 hours (i.e., 20 hours less one, 30-minute, unpaid meal period per shift) in excess of forty (40), but would not receive compensation for such hours at one-and-one-half times their regular rate of pay (i.e., the overtime rate) as required by the FLSA and the IMWL. This typically happened every other workweek for each Plaintiff since 2004.

28. In or about 2021, the United States Department of Labor (“DOL”) conducted an investigation into the City of Evanston’s pay and overtime practices. As a result of that investigation, on or about December 10, 2021, the DOL issued findings that the City of Evanston’s practice of paying only straight time for all regularly-scheduled hours worked by telecommunicators in excess of forty in a seven-day period violated the FLSA. The DOL directed the City of Evanston to demonstrate compliance with the FLSA moving forward.

29. On or about December 15, 2021, the City of Evanston notified all telecommunicators that it would be prospectively modifying its overtime policy and practices in an attempt to comply with the FLSA. As of the date of this filing, the City of Evanston has not made any payment to compensate Plaintiffs and other telecommunicators for the years that they were deprived of overtime pay in violation of the FLSA.

COUNT I

(Failure to pay overtime in violation of the Fair Labor Standards Act, 29 U.S.C. § 207(a))

30. Plaintiffs re-allege and incorporate all previous paragraphs of this Complaint as though set forth fully herein.

31. By failing and refusing to pay Plaintiffs, and all other similarly situated employees, one and one-half times their regular rates of pay for all hours worked in excess of forty (40) hours during multiple workweeks occurring within the three years preceding the date on which this Complaint was filed, as alleged in detail above, Defendant has violated Sections 207 and 215(a)(2) of the FLSA, 29 U.S.C. §§ 207, 215(a)(2).

32. Defendant's violations of the FLSA were willful in that Defendant's failure to pay the proper overtime compensation was done knowingly and intentionally in violation of the FLSA or with reckless disregard for Defendant's obligations under the FLSA.

WHEREFORE, Plaintiffs Daniel J. Capesius, Richard T. Clucas, Jr., Joseph Des Jardins, Lynn M. Fishman, Carl Hasten, Linda Thompson, Tory Wideman, and all others similarly situated, pray that judgment be entered against Defendant as follows:

- A. A declaratory judgment finding that Defendant willfully violated Sections 207 and 215(a)(2) of the Act, 29 U.S.C. §§ 207 and 215(a)(2).
- B. A money judgment against Defendant for all sums which may be found to be due to Plaintiffs, and all other similarly situated employees, as compensatory damages, interest, liquidated damages, attorneys' fees and costs.
- C. An order directing all other and additional relief deemed just and proper by the Court.

COUNT II

(Failure to Pay Overtime in Violation of the Illinois Minimum Wage Law, 820 ILCS 105/4)

33. Plaintiffs re-allege and incorporate all previous paragraphs of this Complaint as though set forth fully herein.

34. By failing and refusing to pay Plaintiffs, and all other similarly situated employees, one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours during multiple workweeks occurring within the three years preceding the date on which the Complaint was filed, as alleged in detail above, Defendant has violated Section 4a of the Illinois Minimum Wage Law, 820 ILCS 105/4a.

34. Defendant's violations of the IMWL were willful in that Defendant's failure to pay the proper overtime compensation was done knowingly and intentionally in violation of the IMWL or with reckless disregard for Defendant's obligations under the IMWL.

WHEREFORE, Plaintiffs Daniel J. Capesius, Richard T. Clucas, Jr., Joseph Des Jardins, Lynn M. Fishman, Carl Hasten, Linda Thompson, Tory Wideman, and all others similarly situated, pray that judgment be entered against Defendant as follows:

- A. A declaratory judgment finding that Defendant willfully violated Section 4a of the IMWL, 820 ILCS 105/4a.
- B. A money judgment against Defendant for all sums which may be found to be due to Plaintiffs, and all other similarly situated employees, as compensatory damages, treble damages, damages in the amount of 5% of the amount of any underpayments for each month following the date of payment during which such underpayments remain underpaid, attorneys' fees and costs.

C. An order directing all other and additional relief deemed just and proper by the Court.

JURY TRIAL DEMANDED

Plaintiffs request a jury trial on all questions of fact raised by the Complaint.

Respectfully submitted,

/s/ Ryan A. Hagerty

/s/ Matt Pierce

/s/ Naomi Frisch

Ryan A. Hagerty
Matt Pierce
Naomi Frisch
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naomi@ulaw.com

Attorneys for Plaintiffs

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

Daniel J. Capesius, Richard T. Clucas, Jr., Joseph Des Jardins, Lynn M. Fishman, Carl Hasten, Linda Thompson, Tory Wideman, et al.

(b) County of Residence of First Listed Plaintiff Cook County, Illinois
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

Asher, Gittler & D'Alba, Ltd., 200 W. Jackson Blvd., Suite 720, Chicago, IL 60606. (312) 263-1500

DEFENDANTS

City of Evanston

County of Residence of First Listed Defendant

(In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Check one box, only.)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government not a party.)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate citizenship of parties in Item III.)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

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

IV. NATURE OF SUIT (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 530 General <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Habeas Corpus: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyright <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA) <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Arts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 120 Marine					
<input type="checkbox"/> 130 Miller Act					
<input type="checkbox"/> 140 Negotiable Instrument					
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment					
<input type="checkbox"/> 151 Medicare Act					
<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excludes Veterans)					
<input type="checkbox"/> 153 Recovery of Veteran's Benefits					
<input type="checkbox"/> 160 Stockholders' Suits					
<input type="checkbox"/> 190 Other Contract					
<input type="checkbox"/> 195 Contract Product Liability					
<input type="checkbox"/> 196 Franchise					
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/ Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAXES <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Check one box, only.)

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

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

29 U.S.C. §§ 207 and 216 - Unpaid overtime under FLSA

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**

☐ Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: ☒ Yes ☐ No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge

Case Number

X. Is this a previously dismissed or remanded case?

☐ Yes

☒ No

If yes, Case #

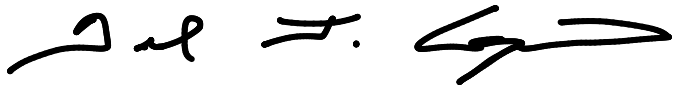
Name of Judge

Date: 4/5/2022

Signature of Attorney of Record /s/ Ryan A. Hagerty

PLAINTIFF'S CONSENT FORM

I, Daniel J. Capesius, hereby consent to sue my employer, the City of Evanston, as well as any necessary agent or representative of that entity, pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), for the purpose of asserting any and all claims for overtime compensation and any related claims for benefits, interest payments/penalties, and damages – including, but not limited to, any liquidated and/or treble damages – under the FLSA and any similar federal or state wage and hour law. I agree to allow this consent to apply to all of the overtime and benefits claims referred to in this consent form, whether such claims are asserted in an initial or any amended complaint. I authorize the law firm of Asher, Gittler & D'Alba, Ltd. to represent me in said lawsuit. I understand the nature of the suit and execute this consent voluntarily and freely.

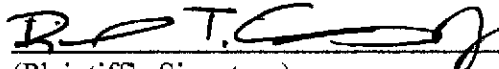
A handwritten signature in black ink, appearing to read "Daniel J. Capesius", written over a horizontal line.

(Plaintiff's Signature)

Date: 04/04/2022

PLAINTIFF'S CONSENT FORM

I, Richard T. Clucas, Jr., hereby consent to sue my employer, the City of Evanston, as well as any necessary agent or representative of that entity, pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), for the purpose of asserting any and all claims for overtime compensation and any related claims for benefits, interest payments/penalties, and damages – including, but not limited to, any liquidated and/or treble damages – under the FLSA and any similar federal or state wage and hour law. I agree to allow this consent to apply to all of the overtime and benefits claims referred to in this consent form, whether such claims are asserted in an initial or any amended complaint. I authorize the law firm of Asher, Gittler & D'Alba, Ltd. to represent me in said lawsuit. I understand the nature of the suit and execute this consent voluntarily and freely.


(Plaintiff's Signature)

Date: 4/4/22

PLAINTIFF'S CONSENT FORM

I, Joseph Des Jardins, hereby consent to sue my employer, the City of Evanston, as well as any necessary agent or representative of that entity, pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), for the purpose of asserting any and all claims for overtime compensation and any related claims for benefits, interest payments/penalties, and damages – including, but not limited to, any liquidated and/or treble damages – under the FLSA and any similar federal or state wage and hour law. I agree to allow this consent to apply to all of the overtime and benefits claims referred to in this consent form, whether such claims are asserted in an initial or any amended complaint. I authorize the law firm of Asher, Gittler & D'Alba, Ltd. to represent me in said lawsuit. I understand the nature of the suit and execute this consent voluntarily and freely.




(Plaintiff's Signature)

Date: 04/01/2022

PLAINTIFF'S CONSENT FORM

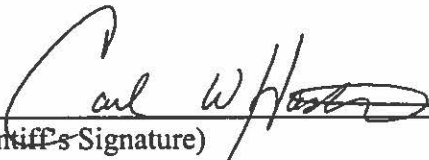
I, LYNN M FISHMAN, hereby consent to sue my employer, the City of Evanston, as well as any necessary agent or representative of that entity, pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), for the purpose of asserting any and all claims for overtime compensation and any related claims for benefits, interest payments/penalties, and damages – including, but not limited to, any liquidated and/or treble damages – under the FLSA and any similar federal or state wage and hour law. I agree to allow this consent to apply to all of the overtime and benefits claims referred to in this consent form, whether such claims are asserted in an initial or any amended complaint. I authorize the law firm of Asher, Gittler & D'Alba, Ltd. to represent me in said lawsuit. I understand the nature of the suit and execute this consent voluntarily and freely.


(Plaintiff's Signature)

Date: 04/02/2022

PLAINTIFF'S CONSENT FORM

I, CARL W HASTEN, hereby consent to sue my employer, the City of Evanston, as well as any necessary agent or representative of that entity, pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), for the purpose of asserting any and all claims for overtime compensation and any related claims for benefits, interest payments/penalties, and damages – including, but not limited to, any liquidated and/or treble damages – under the FLSA and any similar federal or state wage and hour law. I agree to allow this consent to apply to all of the overtime and benefits claims referred to in this consent form, whether such claims are asserted in an initial or any amended complaint. I authorize the law firm of Asher, Gittler & D'Alba, Ltd. to represent me in said lawsuit. I understand the nature of the suit and execute this consent voluntarily and freely.


(Plaintiff's Signature)

Date: 4/1/2022

PLAINTIFF'S CONSENT FORM


I, Linda S. Thompson, hereby consent to sue my employer, the City of Evanston, as well as any necessary agent or representative of that entity, pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), for the purpose of asserting any and all claims for overtime compensation and any related claims for benefits, interest payments/penalties, and damages – including, but not limited to, any liquidated and/or treble damages – under the FLSA and any similar federal or state wage and hour law. I agree to allow this consent to apply to all of the overtime and benefits claims referred to in this consent form, whether such claims are asserted in an initial or any amended complaint. I authorize the law firm of Asher, Gittler & D'Alba, Ltd. to represent me in said lawsuit. I understand the nature of the suit and execute this consent voluntarily and freely.


(Plaintiff's Signature)

Date: 4/1/22

PLAINTIFF'S CONSENT FORM

I, Tory Wideman, hereby consent to sue my employer, the City of Evanston, as well as any necessary agent or representative of that entity, pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), for the purpose of asserting any and all claims for overtime compensation and any related claims for benefits, interest payments/penalties, and damages – including, but not limited to, any liquidated and/or treble damages – under the FLSA and any similar federal or state wage and hour law. I agree to allow this consent to apply to all of the overtime and benefits claims referred to in this consent form, whether such claims are asserted in an initial or any amended complaint. I authorize the law firm of Asher, Gittler & D'Alba, Ltd. to represent me in said lawsuit. I understand the nature of the suit and execute this consent voluntarily and freely.


(Plaintiff's Signature)

Date: 4/4/22