

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION

JERRI MCCLURE, individually and on
behalf of other similarly situated,

Plaintiff,

vs.

CENTENE CORPORATION and CENTENE
MANAGEMENT COMPANY LLC,

Defendants.

Complaint - Collective and Class Action

Jury Trial Demanded

Civil Case No.:

COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff, Jerri McClure (“Plaintiff”), individually and on behalf of all other similarly situated, by and through her attorneys, hereby brings this Collective/Class Action Complaint against Defendants, Centene Corporation, and Centene Management Company LLC (“Defendants”), and alleges of her own knowledge and conduct and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff brings this action, individually and as a collective action on behalf of all other hourly-paid, non-exempt call center workers employed by Defendants who elect to opt-in to this action to recover unpaid wages and unpaid overtime wages, liquidated damages, and reasonable attorneys’ fees and costs as a result of Defendants’ willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*

2. Additionally, Plaintiff brings this action under Federal Rule of Civil Procedure 23, on behalf of herself, individually, and all hourly-paid, non-exempt call center workers employed

by Defendants in Missouri, to recover unpaid wages, overtime wages, plus interest, liquidated damages, and reasonable attorneys' fees and costs under the Missouri Minimum Wage Law, Mo. Rev. Stat. §§ 290.500, *et seq.* ("MMWL").

3. Defendants are Delaware business entities headquartered in St. Louis, Missouri, with their principal place of business located at 7700 Forsyth Boulevard, St. Louis, Missouri 63105.

4. Defendants are managed healthcare entities that administer government-sponsored and commercial health insurance plans to their clients and customers.

5. Defendants operate call center operations, including in Missouri, where Plaintiff and other similarly situated hourly-paid call center workers are employed.

6. Plaintiff and the putative FLSA Collective and Rule 23 class members are hourly-paid call center workers who worked for Defendants within the last three (3) years, who are deprived of proper wages as a result of the following unlawful policies and practices maintained by the Defendants:

- a. Failing to pay hourly, non-exempt call center employees for all hours worked before their scheduled shifts, including time spent booting up computers, logging into multiple required computer and telephony systems, troubleshooting system or connectivity issues, and otherwise preparing to be "ready to take calls," while prohibiting employees from clocking in until all required systems were fully operational, as required by Defendants' training and enforced by supervisors;
 - b. Failing to pay hourly, non-exempt call center employees for all hours worked after their scheduled shifts, including time spent completing customer calls received near the end of the shift pursuant to Defendants' "one call resolution" requirement, effectively clocking employees out at the end of their scheduled shifts and discouraging or refusing to record or pay for time worked beyond that point, resulting in additional uncompensated work time.
7. As a result of these policies and practices, Defendants fail to pay Plaintiff and similarly situated hourly-paid call center workers for all hours worked, including hours worked

over forty (40) in a workweek, and fail to pay them time-and-a-half of their regular rate of pay for all hours worked in excess of forty (40) hours in a week, in violation of the FLSA and MMWL.

8. Plaintiff asserts the FLSA claims individually and on behalf of a putative “FLSA Collective,” defined as:

All hourly-paid, non-exempt call center workers who worked for Defendants in the United States or any other place covered by the FLSA at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

9. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all hourly-paid call center workers of Defendants, informing them of their rights to assert FLSA claims in this collective action by filing consent forms.

10. Plaintiff asserts the MMWL claims individually and pursuant to Fed. R. Civ. P. 23 on behalf of the “Rule 23 Class,” defined as:

All hourly-paid, non-exempt call center workers employed by Defendants in the State of Missouri at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

11. Defendants have willfully and intentionally committed widespread violations of the above-described statutes and corresponding regulations, in the manner described herein.

JURISDICTION AND VENUE

12. This Court has subject-matter jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff’s claims raise a federal question under 29 U.S.C. § 201, *et seq.*

13. This Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common nucleus of operative facts as Plaintiff’s federal claims.

14. The Court has general personal jurisdiction over Defendants because they are domiciled in Missouri.

15. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Defendants reside in this District and because a substantial part of the events giving rise to the claims occurred in this District.

PARTIES

16. Defendants are Delaware business entities headquartered in St. Louis, Missouri, with principal places of business located at 7700 Forsyth Boulevard, St. Louis, Missouri 63105.

17. Defendant Centene Corporation, together with Defendant Centene Management Company LLC, exercised control over the wages, hours, and working conditions of Plaintiff and similarly situated hourly-paid call center employees.

18. Defendant Centene Management Company LLC served as the payroll entity for such employees, while Defendant Centene Corporation exercised operational control, including hiring, training, supervision, provision of work equipment and systems, access to information technology, and termination decisions.

19. Defendants Centene Corporation and Centene Management Company LLC, therefore, acted as joint employers of Plaintiff and the putative collective and class members.

20. Plaintiff is currently a resident of Tarrant County, Texas and was a resident of St. Louis, Missouri, during the entirety of her employment with Defendants.

21. Plaintiff was employed by Defendant Centene Corporation as an hourly, non-exempt call center employee from approximately November 1, 2022, through July 15, 2025. McClure's job duties included working in call center roles providing member services and customer support in support of Defendants' health insurance operations.

22. Plaintiff performed work for Defendants in Missouri remotely from her home in St. Louis, Missouri.

23. Plaintiff's written consent to become an FLSA party plaintiff will be filed contemporaneously with or shortly after the filing of this Complaint.

FACTUAL ALLEGATIONS¹

24. Defendants operate managed healthcare and health plan administration services, including administering government-sponsored and commercial health insurance plans and providing member services and customer support through call center operations.

25. Defendants operate an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA.

26. Upon information and belief, Defendants' annual gross volume of sales made or business done is not less than \$500,000.

27. Defendants employ two or more employees engaged in commerce or in the production of goods for commerce, or employees who handle, sell, or otherwise work on goods or materials that are moved in or produced for commerce by any person.

28. Hourly, non-exempt call center employees are subject to FLSA coverage on an individual basis because their job duties involve regularly and recurrently engaging in telephone calls with persons outside of the states they are in.

29. Defendants are the "employer" of hourly, non-exempt call center employees within the meaning of the FLSA and the Missouri Minimum Wage Law.

30. Hourly, non-exempt call center employees are "employees" of Defendants within the meaning of the FLSA and the Missouri Minimum Wage Law.

¹ The allegations in this Complaint, unless otherwise specified, refer to the time period of three years prior to the filing of this Complaint through the present.

31. Hourly, non-exempt call center employees' primary job duties include handling inbound and outbound telephone calls and electronic communications to provide member services, benefits information, and other customer support related to Defendants' health insurance operations.

32. Hourly, non-exempt call center employees are compensated on an hourly basis, are classified as non-exempt, and work in substantially similar call center roles, regardless of job title, including customer service and call center agent positions.

33. Defendants are required to compensate hourly, non-exempt call center employees for all hours worked, including time spent performing work-related activities that were integral and indispensable to their principal job duties as call center employees.

34. Defendants require hourly, non-exempt call center employees to record their work time using an electronic timekeeping system, Dayforce, provided by Defendants.

35. Defendants regularly suffer and permit hourly call center employees to work more than forty (40) hours per workweek.

36. Defendants assign hourly call center employees fixed daily work schedules consisting of full shifts, generally scheduled for eight (8) hours with a thirty (30) minute lunch break, and with employees expected to be available to handle inbound calls throughout their scheduled workday.

37. Hourly, non-exempt call center employees work scheduled daily shifts, Monday through Friday, and are expected to be ready to begin handling calls at the designated start of each shift.

38. Defendants require hourly, non-exempt call center employees to be fully logged into multiple required systems and ready to begin handling calls by the scheduled start of the shift,

while also maintaining a practice that employees cannot treat system start-up and log-in work as compensable time.

39. To meet Defendants' call-readiness requirements, hourly, non-exempt call center employees routinely perform work-related tasks before their scheduled start time, including powering on their computer and logging into multiple required programs and systems necessary to perform their job duties, including the primary call-handling platform and additional required systems.

40. Regularly, hourly, non-exempt call center employees experience delays in completing required system logins because required programs do not load reliably or require troubleshooting, sometimes requiring them to contact IT support. These issues are frequent and not isolated.

41. Defendants' training and supervisor enforcement require hourly, non-exempt call center employees to complete system setup and logins so they can be ready to begin taking calls at the start of their shifts, including instructions during their training that hourly, non-exempt call center employees should come in early to load systems, but could not clock in early, resulting in uncompensated pre-shift work.

42. On many occasions, hourly, non-exempt call center employees' system start-up process is extended by mandatory software or firmware updates.

43. Defendants' policies and practices require that all system set-up and log-in processes be completed before employees are permitted to clock in.

44. Although Defendants' electronic timekeeping system technically permits employees to clock in before completing system logins, Defendants' training and supervisors instruct hourly, non-exempt call center employees that they are not permitted to clock in until they

have logged into all required systems and are fully ready to take calls. Employees were reprimanded for clocking in before completing those steps.

45. As a result of Defendants' policies and supervisory enforcement, hourly, non-exempt call center employees regularly spend time each workday performing required pre-shift work without compensation.

46. Defendants maintain and enforce a policy prohibiting employees from clocking in before their scheduled shift start time, even though employees are required to perform work-related tasks prior to that time to be ready to take calls.

47. Defendants' call-readiness requirements and clock-in restrictions apply to call center employees regardless of whether they work remotely or onsite, and require employees to complete all necessary system logins before being permitted to clock in.

48. Defendants compensate hourly-paid call center employees based on the clock-in and clock-out times recorded in Defendants' electronic timekeeping system, Dayforce.

49. Defendants' timekeeping and payroll practices fail to capture and compensate for compensable pre-shift and post-shift work performed by hourly, non-exempt call center employees.

50. As a result of Defendants' policies and practices, there are workweeks within the three (3) years preceding the filing of this Complaint in which Defendants fail to pay hourly, non-exempt call center employees for all hours worked, including hours worked in excess of forty (40) in a workweek, and fail to pay overtime compensation at one and one-half times (1.5x) their regular rate of pay for hours worked over forty (40) in a workweek.

51. Defendants are aware that hourly, non-exempt call center employees are required to perform work-related activities before and after their scheduled shifts in order to perform their

jobs, including booting up employer-provided equipment, logging into required computer and telephony systems, and preparing to be ready to take customer calls, as reflected in hourly, non-exempt call center employees' interview testimony, training, and supervisory communications.

52. Defendants are further aware that hourly, non-exempt call center employees regularly perform these work-related tasks outside of their paid time, including before they are permitted to clock in and after their scheduled shift ends, even though those tasks are necessary for the performance of their call center duties.

53. Despite this knowledge, Defendants fail to ensure that this work time is recorded and paid. Defendants' supervisors instruct employees not to clock in until they are fully logged into all required systems and discourage or refuse to approve corrections when employees report working beyond their scheduled hours, even though Defendants maintain electronic timekeeping and system access records capable of reflecting such work.

54. As a result of Defendants' policies and practices, hourly, non-exempt call center employees are suffering damages in the form of unpaid wages and unpaid overtime compensation, in violation of the FLSA and MMWL.

COLLECTIVE ACTION ALLEGATIONS

55. Plaintiff re-alleges and incorporates all previous paragraphs herein.

56. Plaintiff brings this action pursuant to Section 216(b) of the FLSA, as an opt-in representative action, for and on behalf of the FLSA Collective, as defined above.

57. As a result of Defendants' illegal policies and practices, there were many weeks in which Defendants failed to compensate members of the FLSA Collective for pre-shift hours worked, post-shift hours worked, and an overtime premium rate of not less than one and one-half

(1.5) times their regular rate of pay for hours worked in excess of forty (40) per workweek and required by the FLSA.

58. Plaintiff brings this collective action against Defendants to recover unpaid regular rate and overtime compensation, liquidated damages, and reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b).

59. The collective action further alleges a willful violation of the FLSA and seeks an additional, third year of limitations.

60. Plaintiff seeks to send notice to the hourly-paid call center workers of Defendants informing them of their rights to assert FLSA claims in this collective action by filing their individual consent forms, as provided by 29 U.S.C. § 216(b) and supporting case law.

61. Certification of the collective action under the FLSA is appropriate because the employees described herein are "similarly situated" to Plaintiff under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiff brings this collective action are similarly situated because they were subject to the same or similar unlawful policies and practices as stated herein, and their claims are based upon the same factual and legal theories.

62. Plaintiff anticipates that there will be no difficulty in the management of this litigation. This litigation presents claims under the FLSA, a type of claim that has often been prosecuted on a class-wide basis, and the manner of identifying the collective and providing any monetary relief to it can be determined from a review of Defendants' payroll and personnel records.

63. Plaintiff and the putative FLSA Collective members demand a trial by jury.

RULE 23 CLASS ACTION ALLEGATIONS

64. Plaintiff re-alleges and incorporates all previous paragraphs herein.

65. Plaintiff also seeks to maintain this action pursuant to Fed. R. Civ. P. 23, as an opt-out class action, on behalf of the Rule 23 Class, as defined above.

66. Plaintiff brings this Rule 23 class action against Defendants to recover unpaid straight time and overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs pursuant to the MMWL.

67. The members of the Rule 23 Class are so numerous that joinder of all class members in this case would be impractical. Plaintiff reasonably estimates that there are a substantial number of class members in the State of Missouri. Rule 23 Class members should be easy to identify from the Defendants' payroll and personnel records.

68. There is a well-defined community of interest among the Rule 23 Class members, and common questions of law and fact predominate in this action over any questions affecting each individual class member.

69. Plaintiff's claims are typical of those of the Rule 23 Class members in that they and all other class members suffered damages as a direct and proximate result of Defendants' common and systemic payroll policies and practices. All class members were subject to the same corporate practices of Defendants, as alleged herein, of failing to pay straight-time and overtime wages for all hours worked. Any lawsuit brought by an employee of Defendants would be identical to a suit brought by any other employee for the same violations, and separate litigation would cause a risk of inconsistent results.

70. All class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, failure to pay straight time and overtime wages for all compensable work performed, including off-the-clock work before and

after scheduled shifts. Thus, there are common questions of law and fact that apply to each and every one of the class members.

71. Plaintiff will fully and adequately protect the interests of the class members and has retained counsel who are qualified and experienced in the prosecution of wage and hour class actions. Plaintiff and her counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

72. Defendants' corporate-wide policies and practices affected all class members similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each class member. Plaintiff's claims arise from the same legal theories as all other class members. Therefore, this case will be more manageable and efficient as a Rule 23 class action. Plaintiff and her counsel know of no unusual difficulties in this case.

73. Plaintiff and the Rule 23 Class members demand a trial by jury.

COUNT I

(Individual and 29 U.S.C. § 216(b) Collective Action Claims)

Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.

Failure to Pay Overtime Wages

74. Plaintiff re-alleges and incorporates all previous paragraphs herein.

75. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

76. Defendants suffered and permitted Plaintiff and the FLSA Collective members to work over forty (40) hours a week in many workweeks.

77. As a result of the policies and violations alleged herein, including but not limited to Defendants' failure to pay for required pre-shift work (such as booting up and logging into multiple systems before clocking in and the "one call resolution" rule), Defendants failed to pay Plaintiff and the FLSA Collective members for all hours worked in excess of forty (40) hours.

78. As a result of the policies and violations alleged herein, Defendants failed to pay Plaintiff and the FLSA Collective members overtime pay at a rate of 1.5 times their regular rates of pay for hours worked in excess of forty (40) in a workweek.

79. Defendants' conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

80. Because Defendants willfully violated the FLSA, a three (3) year statute of limitations shall apply to such violation pursuant to 29 U.S.C. § 255(a).

81. As a result of Defendants' uniform and common policies and practices described above, Plaintiff and the FLSA Collective members were illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recover overtime wages for all unpaid hours worked in excess of forty (40) in a workweek, straight-time wages for all unpaid hours worked to forty (40) in all weeks for which overtime wages are owed, liquidated damages, reasonable attorneys' fees, costs, and other compensation pursuant to 29 U.S.C § 216(b).

COUNT II
(Individual and Rule 23 Class Basis)
Violation of the Missouri Minimum Wage Law, Mo. Rev. Stat. §§ 290.500, et seq.
Failure to Pay Overtime Compensation

82. Plaintiff re-alleges and incorporates all previous paragraphs herein.

83. Mo. Rev. Stat. § 290.505 provides, in pertinent part:

No employer shall employ any of his employees for a workweek longer than forty hours unless such employee receives compensation for his

employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

84. Defendants suffered and permitted Plaintiff and the Rule 23 Class members to work over forty (40) hours a week in many workweeks.

85. As a result of the policies and violations alleged herein, Defendants failed to pay Plaintiff and the Rule 23 Class members for all hours worked in excess of forty (40) hours in a workweek.

86. As a result of the policies and violations alleged herein, Defendants failed to pay Plaintiff and the Rule 23 Class members overtime pay at a rate of 1.5 times their regular rates of pay, in violation of Mo. Rev. Stat. § 290.505.

87. Defendants' conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

88. As a result of Defendants' uniform and common policies and practices described above, Plaintiff and the Rule 23 Class members were illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, pre- and post-judgment interest, reasonable attorneys' fees, costs, and other compensation pursuant to the MMWL.

COUNT III

(Individual and Fed. R. Civ. P. 23 Class Action Claims)

Violation of the Missouri Minimum Wage Law, Mo. Rev. Stat. §§ 290.500, et seq.

Failure to Pay All Wages Due

89. Plaintiff re-alleges and incorporates all previous paragraphs herein.

90. Mo. Rev. Stat. §§ 290.500, *et seq.* requires employers to pay their employees at least minimum wage for all hours worked.

91. Defendants were contractually and legally obligated to pay Plaintiff and the Rule 23 Class members for all hours worked.

92. As a result of the policies and violations alleged herein, Defendants failed to pay Plaintiff and the Rule 23 Class members their wages for all hours worked, in violation of Mo. Rev. Stat. § 290.502.

93. Defendants' conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

94. As a result of Defendants' conduct described above, Plaintiff and the Rule 23 Class members were illegally deprived of compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amount, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees, costs, and other compensation pursuant to the MMWL.

RELIEF REQUESTED

WHEREFORE, Plaintiff Jerri McClure, on behalf of herself, the FLSA Collective, and the Rule 23 Class, respectfully requests that this Court grant the following relief against Defendants Centene Corporation and Centene Management Company LLC:

(A) A declaratory judgment that Defendants' wage practices alleged herein violate the overtime provisions of the Fair Labor Standards Act;

(B) A declaratory judgment that Defendants' wage practices alleged herein violate the MMWL;

(C) An Order for injunctive relief ordering Defendants to comply with the FLSA and MMWL, and to end all of the illegal wage practices alleged herein;

(D) 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;

(E) Certifying this action as a class action pursuant to Fed. R. Civ. P. 23 with respect to the

MMWL claims set forth herein;

(F) Ordering Defendants to disclose in computer format, or in print if no computer-readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment, and locations of employment of all FLSA collective and Rule 23 Class members;

(G) Authorizing Plaintiff's counsel to send notice(s) of this action to all FLSA collective and Rule 23 Class members, including the publishing of notice in a manner that is reasonably calculated to apprise the FLSA collective members of their rights by law to join and participate in this lawsuit;

(H) Designating Plaintiff as the representative of the FLSA Collective and Rule 23 Class in this action;

(I) Designating the undersigned counsel as counsel for the FLSA Collective and Rule 23 Class in this action;

(J) Judgment for damages for all unpaid overtime wages and liquidated damages to which Plaintiff and the FLSA Collective members are lawfully entitled under the FLSA;

(K) Judgment for damages for all unpaid overtime wages and pre- and post-judgment interest to which Plaintiff and the Rule 23 Class members are lawfully entitled under the MMWL;

(L) An incentive award for the Plaintiff for serving as representative of the FLSA Collective and Rule 23 Class in this action;

(M) Awarding reasonable attorneys' fees and costs incurred by Plaintiff in this action as provided by the FLSA and MMWL;

(N) Judgment for any and all civil penalties to which Plaintiff and the FLSA Collective and Rule 23 Class members may be entitled; and

(O) Such other and further relief as this Court may deem necessary, just, and proper.

JURY DEMAND

Plaintiff, Jerri McClure, individually and on behalf of all other FLSA Collective and Rule 23 Class members, by and through her attorneys, hereby demands 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 claims.

Dated: January 16, 2026

By: /s/ Eric Sands
Eric Sands (PHV forthcoming)
Nicholas Conlon (PHV forthcoming)
Michael Rinderman (PHV forthcoming)
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5279
eric.sands@jtblawgroup.com
nicholasconlon@jtblawgroup.com
michael.rinderman@jtblawgroup.com

Lead Counsel for Plaintiff

Exhibit 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

JERRI MCCLURE, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

CENTENE CORPORATION, CENTENE
MANAGEMENT COMPANY LLC,

Defendant(s).

CONSENT TO SUE

I consent to the filing of this form in, and to join and become a plaintiff in the above-captioned collective action lawsuit, to pursue my claim for unpaid wages, while working in the position(s) of hourly-paid call center worker for the Defendant(s) CENTENE CORPORATION, CENTENE MANAGEMENT COMPANY LLC at any time within the period of the last three years. I understand that this lawsuit seeks unpaid wages, liquidated damages, and attorneys' fees and costs under the FLSA and similar relief under applicable state wage-and- hour laws. I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by Brown, LLC, and to be bound by any settlement of this action or adjudication by the Court.

Signed: *Jerri McClure* Dated: 01/09/2026

Name: Jerri McClure

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

JERRI MCCLURE, individually and on behalf of others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) BROWN, LLC 111 Town Square Place, Suite 400 Jersey City, NJ 07310 T: (877) 561-0000

DEFENDANTS

CENTENE CORPORATION and CENTENE MANAGEMENT COMPANY LLC,

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

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

Attorneys (If Known)

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq., and attendant regulations at 29 C.F.R. § 516, et seq. Brief description of cause: Violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq., and attendant regulations at 29 C.F.R. § 516, et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

01/16/2026 /s/ Eric Sands

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

JERRI MCCLURE, individually and on)	
behalf of others similarly situated,)	
)	
Plaintiff,)	
)	
CENTENE ^{v.} CORPORATION and CENTENE)	Case No.
MANAGEMENT COMPANY LLC,)	
)	
Defendant,)	
)	

ORIGINAL FILING FORM

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY
WHEN INITIATING A NEW CASE.**

THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____
AND ASSIGNED TO THE HONORABLE JUDGE _____.

THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND
THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY,
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: 01/16/2026

/s/ Eric Sands
Signature of Filing Party

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Missouri

JERRI MCCLURE, individually and on behalf of other similarly situated,

Plaintiff

v.

CENTENE CORPORATION and CENTENE MANAGEMENT COMPANY LLC,

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CENTENE CORPORATION 7700 Forsyth Boulevard St. Louis, Missouri 63105

A lawsuit has been filed against you.

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

BROWN, LLC 111 Town Square Place, Suite 400 Jersey City, NJ 07310

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____ .

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Missouri

JERRI MCCLURE, individually and on behalf of other similarly situated,

Plaintiff

v.

CENTENE CORPORATION and CENTENE MANAGEMENT COMPANY LLC,

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

CENTENE MANAGEMENT COMPANY LLC
7700 Forsyth Boulevard
St. Louis, Missouri 63105

A lawsuit has been filed against you.

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

BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: