

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

CHRISTOPHER SHANNON, individually  
and on behalf of all others similarly situated,

*Plaintiff,*

v.

IGNITE MEDICAL RESORT  
INDEPENDENCE, LLC, and IGNITE  
TEAM PARTNERS, LLC

*Defendants.*

COLLECTIVE AND CLASS ACTION  
COMPLAINT

Jury Trial Demanded

Civil Docket No.:

Plaintiff Christopher Shannon (“Plaintiff”), individually and on behalf of all others similarly situated, by and through counsel, BROWN, LLC, alleges the following upon personal knowledge as to his own acts and experiences, and upon information and belief as to all other matters:

**INTRODUCTION**

1. This is a collective action on behalf of Plaintiff and all others similarly situated who work or worked for Defendants Ignite Medical Resort Independence, LLC and Ignite Team Partners, LLC as hourly-paid employees, and who were subject to Defendants’ timekeeping and payroll practices that determined the hours credited for compensation, resulting in the failure to pay all overtime compensation due for all hours worked over forty (40) in a workweek, in violation of the FLSA, 29 U.S.C. § 201, *et seq.*

2. Plaintiff brings this action individually and on behalf of all other similarly situated hourly-paid employees who elect to opt in pursuant to the FLSA, 29 U.S.C. § 216(b), to recover

unpaid overtime compensation unlawfully withheld by Defendants, liquidated damages as provided by 29 U.S.C. § 216(b), and reasonable attorneys' fees and costs.

3. Additionally, Plaintiff brings this action for himself and all other similarly situated hourly-paid employees who work or worked for Defendants in Missouri to recover unpaid overtime compensation, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs under the Missouri Minimum Wage Law ("MMWL"), Mo. Rev. Stat. §§ 290.500–290.530.

4. Plaintiff also brings this action individually and on behalf of a subclass of discharged Missouri employees to recover unpaid wages earned and due at discharge, together with statutory penalty wages, interest, costs, and all other relief available under Mo. Rev. Stat. § 290.110.

5. Defendants violate the FLSA and MMWL through unlawful timekeeping and payroll practices for hourly-paid employees, including:

- a. failing to include all compensable work time in overtime calculations, including work performed outside credited paid time in workweeks in which employees work more than forty (40) hours;
- b. automatically deducting meal-period time from employees' paid hours, even when employees do not receive bona fide, uninterrupted meal periods or perform work during all or part of the deducted time, resulting in the exclusion of compensable work time from overtime calculations in workweeks in which employees work more than forty (40) hours; and
- c. failing to pay the required overtime premium for all hours worked in excess of forty (40) in a workweek, including by paying some hours worked over forty (40) at

straight-time rates without paying one and one-half times employees' regular rates for those hours.

6. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA, individually and on behalf of a putative "FLSA Collective," defined as:

*All hourly-paid nursing staff and other similarly situated hourly-paid employees employed by Defendants in the United States or any other place covered by the FLSA at any time within the three (3) years preceding the filing of this action through the date of final judgment.*

7. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all similarly situated hourly-paid employees of Defendants, informing them of their right to opt in to this action and assert claims under the FLSA.

8. Plaintiff asserts his Missouri wage-and-hour claims individually and pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a putative "Missouri Class" defined as follows:

*All hourly-paid nursing staff and other similarly situated hourly-paid employees employed by Defendants in Missouri at any time during the three (3) years preceding the filing of this Complaint through the date of final judgment.*

9. Plaintiff also asserts claims individually and pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a putative "Missouri Final-Wage Subclass," defined as follows:

*All members of the Missouri Class who, within five years preceding the filing of this Complaint through the date of final judgment, were discharged by Defendants, or whose employment Defendants refused to further continue, and who, at the time of*

*discharge or refusal to further employ, had unpaid wages earned at their contract rate that were not paid on the date of discharge or refusal to further employ.*

### **JURISDICTION AND VENUE**

10. 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.*

11. 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 with Plaintiff's federal claims.

12. This Court has personal jurisdiction over Defendants because they are domiciled in Illinois.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendants reside in this District for venue purposes and because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

### **PARTIES**

#### **Defendants**

14. Defendant Ignite Medical Resort Independence, LLC is a Missouri limited liability company that is domiciled at 1550 N Northwest Hwy, Suite 430, Park Ridge, Illinois 60068.

15. Defendant Ignite Medical Resort Independence, LLC employed Plaintiff, issued Plaintiff's wages, and operated, managed, or controlled the Ignite Medical Resort Blue Springs facility in Blue Springs, Missouri, where Plaintiff and other similarly situated hourly-paid nursing staff performed patient-care work.

16. Defendant Ignite Team Partners, LLC is an Illinois limited liability company with its principal office address at 1550 North Northwest Highway, Suite 430, Park Ridge, Illinois 60068.

17. Ignite Team Partners, LLC operates, manages, controls, or provides employment, payroll, human resources, benefits, timekeeping, policy, administrative, or management services for Ignite Medical Resorts facilities, including the facility where Plaintiff worked.

18. Defendants jointly employed Plaintiff and similarly situated hourly-paid employees and shared control over employment policies, onboarding materials, timekeeping systems, pay-period administration, pay codes, overtime calculation practices, meal-period deduction practices, payroll records, human resources functions, employee benefits, and personnel records.

19. At all relevant times, Defendants acted directly or indirectly in the interest of one another with respect to Plaintiff and similarly situated hourly-paid employees.

20. Defendants conduct substantial business in Missouri, including operating, managing, controlling, or providing employment-related services to one or more skilled nursing and rehabilitation facilities where Plaintiff and similarly situated hourly-paid employees perform patient-care work.

**Plaintiff**

21. Plaintiff Christopher Shannon is an individual residing in Jackson County, Missouri.

22. Plaintiff was employed by Defendants as an hourly-paid nurse from approximately June 2023 through approximately March 2025.

23. Plaintiff was paid on an hourly basis and was subject to Defendants' timekeeping and payroll practices.

24. Plaintiff performed work for Defendants at the Ignite Medical Resort Blue Springs facility in Blue Springs, Missouri.

25. Plaintiff's written consent to become a party plaintiff under the FLSA is filed herewith pursuant to 29 U.S.C. § 216(b). See Exhibit 1.

26. Defendants discharged Plaintiff, or refused to further employ Plaintiff, on or about March 13, 2025.

27. At the time of Plaintiff's discharge or Defendants' refusal to further employ him, Plaintiff had earned wages at his contract rate for compensable work performed for Defendants.

28. Those earned wages included, without limitation, wages for compensable time worked during automatically deducted meal periods, wages for hours worked but not properly credited for compensation, and wages and overtime premium compensation affected by Defendants' timekeeping, pay-code, meal-deduction, and pay-period administration practices.

29. Upon information and belief, Defendants did not pay Plaintiff all unpaid wages earned at his contract rate on the date of his discharge or Defendants' refusal to further employ him.

30. Plaintiff has requested, demanded, complained about, or otherwise sought payment of wages that Defendants failed to pay.

### **FACTUAL ALLEGATIONS<sup>1</sup>**

#### **Defendants' Business and Coverage**

31. Defendants operate, manage, control, or provide employment-related services to one or more skilled nursing and rehabilitation facilities in Missouri using the Ignite Medical

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<sup>1</sup> The allegations in this Complaint, unless otherwise specified, refer to the time period of three (3) years prior to the filing of this Complaint through the present.

Resorts service mark or brand, including the Ignite Medical Resort Blue Springs facility where Plaintiff worked.

32. Upon information and belief, Ignite Medical Resorts facilities operate through facility-level limited liability companies, fictitious names, assumed names, related entities, common branding, common policies, common systems, common leadership, and/or common management relationships.

33. Upon information and belief, Defendants use employment, onboarding, timekeeping, payroll, overtime, meal-break, human resources, benefits, and personnel policies, forms, or systems associated with the Ignite Medical Resorts brand or broader Ignite Medical Resorts network.

34. Defendants are an enterprise engaged in commerce within the meaning of the FLSA.

35. Defendants have employees engaged in commerce or in the production of goods for commerce.

36. Defendants have employees handling, selling, or otherwise working on goods or materials that have moved in or were produced for commerce.

37. Defendants' annual gross volume of sales made or business done is not less than \$500,000.

38. Defendants are covered enterprises under the FLSA because they operate, manage, control, or provide employment-related services in connection with one or more skilled nursing, rehabilitation, residential care, or similar health-care facilities that are institutions primarily engaged in the care of sick, aged, disabled, or infirm persons, including persons who reside on the premises.

39. Hourly-paid nursing staff and other similarly situated employees are individually engaged in commerce within the meaning of the FLSA because their work involves the regular and recurrent use of interstate instrumentalities and goods, including telephone and electronic communications, medical supplies, medical equipment, and other goods that move in interstate commerce.

40. Defendants are the employers or joint employers of hourly-paid nursing staff and other similarly situated employees within the meaning of the FLSA and the Missouri Minimum Wage Law.

**Employment and Pay Practices**

41. Upon information and belief, Defendants' common employment policies, handbooks, guidelines, or written materials apply to hourly-paid employees at Ignite Medical Resorts facilities and address timekeeping, overtime pay, meal periods, pay practices, employee benefits, and workplace procedures.

42. Hourly-paid nursing staff work for Defendants in Missouri.

43. Hourly-paid nursing staff perform direct-care and related work at Defendants' Missouri facility or facilities.

44. Defendants track and pay hourly-paid nursing staff through electronic timekeeping and payroll systems.

45. Supervisors, managers, human resources personnel, and payroll personnel control scheduling, reporting times, time approval, pay codes, and payroll practices affecting hourly-paid nursing staff's paid hours.

46. Hourly-paid nursing staff's primary job duties include providing patient care, administering medications, completing required charting, performing patient rounds, and completing shift handoffs and related clinical tasks.

47. Hourly-paid nursing staff work shifts that require them to arrive as scheduled, receive shift reports, perform patient rounds, respond to patient needs, and complete charting and other required tasks.

48. Hourly-paid nursing staff are expected to complete shift handoff and required documentation before leaving their shifts.

49. Defendants pay hourly-paid nursing staff based on hours credited for compensation, as reflected in Defendants' paystubs and payroll records.

**Defendants' Timekeeping and Payroll Practices**

50. Defendants maintain timekeeping and payroll practices that fail to record, credit, and include all compensable work time in overtime calculations.

51. Defendants control how hourly-paid nursing staff record work time.

52. Defendants control when work time is credited for compensation.

53. Defendants control, directly or through common payroll systems and personnel, the pay codes, rates, and payroll practices used to determine hourly-paid nursing staff's paid hours and overtime compensation.

54. Defendants pay hourly-paid nursing staff on semi-monthly pay periods.

55. Defendants' semi-monthly pay periods run from the 1st through the 15th and from the 16th through the end of the month.

56. Hourly-paid nursing staff work more than forty (40) hours in some workweeks.

57. Defendants maintain payroll practices that fail to ensure that all hours worked over forty (40) in a workweek are paid at the required overtime premium rate.

58. Defendants maintain payroll practices that result in some hours worked over forty (40) in a workweek being credited or paid at straight-time rates.

59. Defendants apply these timekeeping and payroll practices to hourly-paid nursing staff as part of common policies or practices.

### **Unpaid Work and Automatic Meal-Period Deductions**

60. Defendants automatically deduct meal-period time from hourly-paid nursing staff's paid hours.

61. Hourly-paid nursing staff do not always receive bona fide, uninterrupted meal periods during the time deducted.

62. Because of patient-care demands, staffing conditions, and shift responsibilities, hourly-paid nursing staff often continue working during deducted meal periods or receive only brief or interrupted breaks.

63. Hourly-paid nursing staff perform work during deducted meal periods, including charting, responding to patient needs, performing patient-care tasks, and completing required shift responsibilities.

64. Defendants know or should know that hourly-paid nursing staff perform compensable work during automatically deducted meal periods because the work is performed on Defendants' premises, during scheduled shifts, in connection with patient-care duties, and under Defendants' staffing and supervision practices.

65. Defendants do not ensure that all compensable work time performed during deducted meal periods is credited and included in overtime calculations.

66. As a result, Defendants exclude compensable work time from overtime calculations in workweeks in which hourly-paid nursing staff work more than forty (40) hours.

67. Defendants' meal-period deduction practices contribute to the underpayment of overtime compensation owed to hourly-paid nursing staff in workweeks in which they work more than forty (40) hours.

68. Defendants apply their meal-period deduction practices to hourly-paid nursing staff as part of common policies or practices.

### **Overtime Underpayment**

69. Defendants regularly suffer or permit hourly-paid nursing staff to work more than forty (40) hours in one or more workweeks.

70. Despite suffering or permitting hourly-paid nursing staff to work more than forty (40) hours in one or more workweeks, Defendants fail to pay overtime compensation for all hours worked in excess of forty (40) in a workweek.

71. Defendants' timekeeping and payroll practices cause hourly-paid nursing staff's total hours credited for compensation to be understated in some workweeks.

72. By understating hourly-paid nursing staff's total hours credited for compensation, Defendants fail to pay all overtime compensation due for hours worked over forty (40) in a workweek.

73. Defendants' payroll practices also fail to ensure that overtime compensation is properly paid when a workweek overlaps a semi-monthly pay-period cutoff, including the 1st/16th or end-of-month cutoff.

74. In some workweeks, hourly-paid nursing staff work more than forty (40) hours in a workweek that overlaps one of those pay-period cutoffs.

75. In those workweeks, Defendants do not consistently pay all overtime premium compensation due for all hours worked over forty (40) in the workweek.

76. In some workweeks, Defendants credit hourly-paid nursing staff as having worked more than forty (40) hours, but fail to pay the required overtime premium for all hours over forty (40).

77. Instead, Defendants pay some overtime hours at straight-time rates, rather than at one and one-half times employees' regular rates of pay.

78. Defendants also pay hourly-paid nursing staff through multiple pay codes, rates, premiums, bonuses, and incentive payments.

79. Defendants' payroll practices fail to ensure that all required forms of compensation, including nondiscretionary bonuses and incentive payments, are included in the regular rate used to calculate overtime compensation.

80. For example, during the workweek beginning November 10, 2024, and ending November 16, 2024, Plaintiff worked more than forty (40) hours for Defendants, including hours worked after a semi-monthly pay-period cutoff, but Defendants did not pay Plaintiff overtime compensation at the required premium rate for all hours worked over forty (40) during that workweek.

81. As a result of these practices, Defendants fail to pay hourly-paid nursing staff overtime compensation at one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

**Final-Wage Practices for Discharged Missouri Employees**

82. Defendants discharge, or refuse to further employ, hourly-paid nursing staff and other similarly situated hourly-paid employees in Missouri.

83. Defendants maintain payroll, timekeeping, personnel, and termination records showing the employees who were discharged or whose employment Defendants refused to further continue, their final dates of employment, their contract rates of pay, their final pay periods, the wages credited and paid, the wages deducted or excluded from paid time, and the amounts paid in final wages.

84. For Plaintiff and members of the Missouri Final-Wage Subclass, Defendants' common timekeeping, meal-deduction, pay-code, payroll, and pay-period administration practices resulted in unpaid wages earned at the employees' contract rates remaining unpaid as of the date of discharge or refusal to further employ.

85. Such unpaid wages include compensable time worked during automatically deducted meal periods, compensable work time excluded from paid hours, and wages or overtime compensation not paid because Defendants failed to properly credit hours worked and calculate wages due.

86. Upon information and belief, Defendants did not pay Plaintiff and members of the Missouri Final-Wage Subclass all unpaid wages earned at their contract rates on the date of discharge or refusal to further employ.

87. Upon information and belief, Plaintiff and members of the Missouri Final-Wage Subclass requested in writing that wages due be paid, but Defendants failed to provide the money due, or a valid check therefor, within seven days of the written request.

88. Defendants' liability to the Missouri Final-Wage Subclass can be determined through common payroll, timekeeping, final wage, termination, and personnel records.

**Defendants' Willful Violations**

89. Defendants know, or show reckless disregard for, whether hourly-paid nursing staff perform compensable work during automatically deducted meal periods.

90. Defendants know, or show reckless disregard for, whether hourly-paid nursing staff work more than forty (40) hours in one or more workweeks.

91. Defendants know, or show reckless disregard for, whether their timekeeping and payroll practices fail to capture, credit, and include all compensable work time in overtime calculations.

92. Defendants know, or show reckless disregard for, whether their payroll and pay-period administration practices fail to pay hourly-paid nursing staff all overtime compensation due for hours worked over forty (40) in a workweek.

93. Defendants know, or show reckless disregard for, whether excluding compensable work time and failing to properly credit overtime hours reduces hourly-paid nursing staff's total credited hours and overtime compensation.

94. Defendants control the policies and practices governing scheduling, timekeeping, meal-period deductions, time approval, pay codes, pay-period administration, and payroll for hourly-paid nursing staff.

95. Defendants apply these timekeeping and payroll practices to hourly-paid nursing staff as part of common policies or practices.

96. Defendants' violations are willful because Defendants know, or show reckless disregard for, whether their timekeeping and payroll practices fail to pay hourly-paid nursing staff all overtime compensation due.

### **COLLECTIVE ACTION ALLEGATIONS**

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

98. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on his own behalf and on behalf of the FLSA Collective defined above with respect to the wage-and-hour claims.

99. Plaintiff and other members of the FLSA Collective regularly work more than forty (40) hours in a workweek as suffered or permitted by Defendants.

100. Defendants maintain uniform timekeeping and payroll practices that result in hourly-paid nursing staff not receiving all overtime compensation required by the FLSA.

101. Defendants fail to pay Plaintiff and other members of the FLSA Collective overtime compensation at a rate not less than one and one-half (1.5) times their regular rates of pay for all hours worked in excess of forty (40) in a workweek, as required by the FLSA.

102. As a result of Defendants' timekeeping and payroll practices, in many workweeks, Plaintiff and other members of the FLSA Collective work more than forty (40) hours but are not paid all overtime compensation at the required premium rate.

103. Defendants' conduct and practices are willful and not undertaken in good faith. Defendants know, or recklessly disregard, that their timekeeping and payroll practices result in employees not receiving all overtime compensation due under the FLSA.

104. Plaintiff and other members of the FLSA Collective are subjected to the same common unlawful policies and practices that violate the FLSA.

105. With respect to the claims set forth herein, a collective action under the FLSA is appropriate because Plaintiff and the members of the FLSA Collective are similarly situated within the meaning of 29 U.S.C. § 216(b).

106. Plaintiff and the members of the FLSA Collective are similarly situated because they are all hourly-paid nursing staff who are subject to the same or similar timekeeping and payroll practices, and their claims arise from the same factual and legal theories.

107. Defendants maintain policies and practices that result in hourly-paid nursing staff not being paid all overtime compensation due, including by excluding compensable work performed outside credited paid time and during automatically deducted meal periods from overtime calculations.

108. Plaintiff estimates that the FLSA Collective consists of numerous similarly situated hourly-paid nursing staff, and the precise number of FLSA Collective members is readily ascertainable from Defendants' payroll and personnel records.

109. The identity of the members of the FLSA Collective, the hours they work, and the wages paid to them are ascertainable from Defendants' payroll, timekeeping, and personnel records.

**RULE 23 CLASS ACTION ALLEGATIONS**

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

111. Plaintiff seeks to pursue his Missouri wage claims individually and pursuant to Federal Rule of Civil Procedure 23 as opt-out class claims on behalf of the Missouri Class and, as applicable, the Missouri Final-Wage Subclass.

112. Plaintiff brings this class action to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs pursuant to the Missouri Minimum Wage Law, Mo. Rev. Stat. §§ 290.500 et seq. Plaintiff also brings this class action to recover unpaid wages earned at discharge, statutory penalty wages, interest, costs, and all other available relief pursuant to Mo. Rev. Stat. § 290.110.

113. The identity of the members of the Missouri Class and the Missouri Final-Wage Subclass; the hours they worked; the wages paid to them; their final dates of employment; their discharge or separation status; their contract rates; their final wage payments; and the existence and timing of written wage-payment requests are ascertainable from Defendants' payroll, timekeeping, personnel, termination, and wage-payment records.

114.

115. The members of the Missouri Class are so numerous that joinder of all Class members is impracticable. Plaintiff reasonably estimates that there is a substantial number of Class members. The members of the Missouri Class are readily identifiable from Defendants' payroll, timekeeping, and personnel records.

116. There is a well-defined community of interest among the Missouri Class members, and common questions of law and fact predominate over any questions affecting individual Class members. These common questions include, but are not limited to, whether Defendants maintain

common timekeeping and payroll practices that exclude compensable work time from overtime calculations, whether Defendants fail to pay all overtime wages owed, whether Defendants discharged or refused to further employ members of the Missouri Final-Wage Subclass; whether such employees had unpaid wages earned at their contract rates on the date of discharge or refusal to further employ, whether Defendants failed to pay such wages on that date, whether Defendants owe unpaid final wages and statutory penalty wages under Mo. Rev. Stat. § 290.110, and whether Defendants' practices violate the Missouri Minimum Wage Law.

117. Plaintiff's claims are typical of the claims of the Missouri Class and Subclass members in that Plaintiff and all other Class members suffer damages as a direct and proximate result of Defendants' common and systemic timekeeping and payroll policies and practices. All Class members are subject to the same common practices of Defendants, including the failure to pay overtime wages. Separate litigation by individual employees would present a risk of inconsistent or varying adjudications.

118. All Missouri Class and Subclass members are treated the same or similarly by Defendants with respect to pay practices, including but not limited to the failure to pay overtime wages. Accordingly, common questions of law and fact apply to each and every member of the Missouri Class.

119. Plaintiff will fairly and adequately protect the interests of the Missouri Class. Plaintiff has retained counsel experienced in the prosecution of wage-and-hour class and collective actions. Neither Plaintiff nor his counsel has interests that are antagonistic to or in conflict with the interests of the Missouri Class members.

120. Defendants' common policies and practices affect all Missouri Class members similarly, and Defendants benefit from the same type of unlawful conduct with respect to each Class member. Plaintiff's claims arise from the same legal theories as those of the Missouri Class, making this action manageable and efficient as a Rule 23 class action.

121. Class treatment is also superior because Defendants' liability turns on common timekeeping and payroll practices, and resolution of those issues in a single proceeding will conserve judicial resources and avoid inconsistent adjudications.

122. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because the damages suffered by individual Class members are relatively small, making individual litigation economically impracticable. Proceeding as a class action will also avoid duplicative litigation and inconsistent results.

123. This action is manageable as a Rule 23 class action, and Plaintiff and his counsel are aware of no unusual difficulties that would preclude class treatment of the claims.

124. Because the requirements of Rule 23(b)(3) are satisfied, certification of the Missouri Class is appropriate.

#### 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**

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

126. 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.

127. Defendants suffer and permit Plaintiff and the members of the FLSA Collective to work over forty (40) hours in one or more workweeks.

128. As a result of the policies and practices alleged herein, Defendants fail to pay Plaintiff and the members of the FLSA Collective the full overtime compensation due for hours worked in excess of forty (40) in a workweek.

129. Defendants' conduct and practices, as described herein, are willful and not undertaken in good faith.

130. Because Defendants willfully violated the FLSA, the three (3) year statute of limitations applies to Plaintiff's claims pursuant to 29 U.S.C. § 255(a).

131. As a result of Defendants' uniform and common timekeeping and payroll practices described above, Plaintiff and the members of the FLSA Collective are unlawfully deprived of overtime wages earned, in 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, liquidated damages, reasonable attorneys' fees, costs, and other relief pursuant to 29 U.S.C. § 216(b).

## COUNT II

**(Brought Individually and on a Class Basis Pursuant to Fed. R. Civ. P. 23)**  
**Violation of Missouri Minimum Wage Law, Mo. Rev. Stat. §§ 290.500, et seq.**  
**Failure to Pay Overtime Wages**

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

133. The Missouri Minimum Wage Law requires employers to pay employees overtime compensation at a rate of not less than one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.

134. Defendants are the employers or joint employers of Plaintiff and the members of the Missouri Class within the meaning of the Missouri Minimum Wage Law.

135. Plaintiff and the members of the Missouri Class are employees of Defendants within the meaning of the Missouri Minimum Wage Law.

136. Defendants employ Plaintiff and the members of the Missouri Class in the State of Missouri during the applicable limitations period.

137. Defendants fail to pay Plaintiff and the members of the Missouri Class all overtime compensation owed for hours worked in excess of forty (40) hours in a workweek, including by failing to include all compensable work time in overtime calculations and by failing to pay the required overtime premium for all overtime hours worked.

138. Defendants know, or show reckless disregard for, whether their timekeeping and payroll practices fail to ensure that all overtime hours worked by Plaintiff and the members of the Missouri Class are accurately recorded and properly compensated at the required premium rate.

139. As a result of Defendants' uniform and common policies and practices described above, Plaintiff and the members of the Missouri Class are unlawfully deprived of overtime compensation earned, in amounts to be determined at trial, and are entitled to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees, costs, and all other relief available under the Missouri Minimum Wage Law.

### **COUNT III**

**Brought Individually and on a Class Basis Pursuant to Fed. R. Civ. P. 23  
Violation of Mo. Rev. Stat. § 290.110  
Failure to Pay Wages Due Upon Discharge or Refusal to Further Employ**

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

141. Mo. Rev. Stat. § 290.110 provides that whenever any person, firm, or corporation doing business in Missouri discharges, with or without cause, or refuses to further employ any servant or employee, “the unpaid wages of the servant or employee then earned at the contract rate, without abatement or deduction, shall be and become due and payable on the day of the discharge or refusal to longer employ.”

142. Mo. Rev. Stat. § 290.110 further provides that the discharged employee may request in writing that the money due, or a valid check therefor, be sent to an office or station where a regular agent is kept, and that if the money due or valid check does not reach the station or office within seven days of the written request, “as a penalty for such nonpayment the wages of the servant or employee shall continue from the date of the discharge or refusal to further employ, at the same rate until paid,” subject to the statutory cap.

143. Defendants are persons, firms, corporations, employers, or entities doing business in Missouri within the meaning of Mo. Rev. Stat. § 290.110.

144. Plaintiff and members of the Missouri Final-Wage Subclass were employees or servants of Defendants within the meaning of Mo. Rev. Stat. § 290.110.

145. Defendants discharged Plaintiff and members of the Missouri Final-Wage Subclass, or refused to further employ them, during the applicable limitations period.

146. At the time of discharge or refusal to further employ, Plaintiff and members of the Missouri Final-Wage Subclass had unpaid wages earned at their contract rates, without abatement or deduction.

147. Defendants failed to pay Plaintiff and members of the Missouri Final-Wage Subclass all such unpaid wages on the day of discharge or refusal to further employ, as required by Mo. Rev. Stat. § 290.110.

148. Plaintiff and members of the Missouri Final-Wage Subclass requested, demanded, complained about, or otherwise sought payment of wages that Defendants failed to pay.

149. Defendants failed to pay Plaintiff and members of the Missouri Final-Wage Subclass all wages due as required by Mo. Rev. Stat. § 290.110.

150. As a result of Defendants' violations of Mo. Rev. Stat. § 290.110, Plaintiff and members of the Missouri Final-Wage Subclass are entitled to recover unpaid wages earned at their contract rates and due on the day of discharge or refusal to further employ.

151. Plaintiff and members of the Missouri Final-Wage Subclass are further entitled to recover statutory penalty wages under Mo. Rev. Stat. § 290.110, where the statutory written-request and nonpayment requirements are satisfied, together with interest, costs, and all other relief permitted by law.

152. Defendants' records identify the members of the Missouri Final-Wage Subclass and permit calculation of unpaid wages, final wages due, written-request timing where applicable, payment timing, and statutory penalty wages through common proof.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that the Court enter judgment in his favor and grant the following relief:

A. Certify this action as a collective action pursuant to 29 U.S.C. § 216(b) and authorize notice to be sent to all similarly situated employees informing them of their right to opt into this action;

B. Certify this action as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of the Missouri Class and the Missouri Final-Wage Subclass;

C. Designate Plaintiff as the representative of the FLSA Collective, the Missouri Class, and the Missouri Final-Wage Subclass and designate Plaintiff's counsel as Class Counsel for the FLSA Collective, the Missouri Class, and the Missouri Final-Wage Subclass;

D. Declare that Defendants violated the FLSA, 29 U.S.C. § 201 *et seq.*, and the Missouri Minimum Wage Law, Mo. Rev. Stat. §§ 290.500, *et seq.*, and Mo. Rev. Stat. § 290.110;

E. Award Plaintiff and the members of the FLSA Collective all unpaid overtime compensation due under the FLSA;

F. Award Plaintiff and the members of the Missouri Class all unpaid overtime compensation due under the MMWL;

G. Award Plaintiff and the members of the Missouri Final-Wage Subclass all unpaid wages earned at their contract rates and due on the date of discharge or refusal to further employ under Mo. Rev. Stat. § 290.110

H. Award Plaintiff and the members of the FLSA Collective liquidated damages under the FLSA;

I. Award Plaintiff and the members of the Missouri Class liquidated damages under the Missouri Minimum Wage Law;

J. Award pre-judgment and post-judgment interest to the fullest extent permitted by law;

K. Award Plaintiff and the members of the Missouri Final-Wage Subclass statutory penalty wages under Mo. Rev. Stat. § 290.110 to the extent the statutory written-request and nonpayment requirements are satisfied;

L. Award reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b) and Mo. Rev. Stat. § 290.527;

M. Award such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff, individually and on behalf of all others similarly situated, by and through his 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 cause.

Respectfully submitted,

Dated: May 26, 2026

By: /s Jason T. Brown  
Jason T. Brown (ARDC # 6318697)  
Michael Rinderman (*Pro Hac Vice* forthcoming)  
BROWN, LLC  
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*Counsel for Plaintiff*

# **EXHIBIT 1**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

CHRISTOPHER SHANNON, individually and  
on behalf of others similarly situated,

Plaintiff,

vs.

IGNITE MEDICAL RESORT  
INDEPENDENCE, LLC, and IGNITE TEAM  
PARTNERS, 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 employee for the Defendant(s) IGNITE MEDICAL RESORT INDEPENDENCE, LLC, and IGNITE TEAM PARTNERS, 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: Christopher Shannon Dated: 05/26/2026

Name: Christopher Shannon