

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

DOROTHEA CORNICK, individually and on  
behalf of others similarly situated,

Plaintiff,

vs.

AWARE RECOVERY CARE, INC. and  
AWARE RECOVERY CARE OF  
MASSACHUSETTS, LLC,

Defendants.

Civil Case No.:

**COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND**

Plaintiff Dorothea Cornick, individually and on behalf of all others similarly situated, by and through her undersigned counsel, hereby brings this Collective and Class Action Complaint against Defendants Aware Recovery Care, Inc. and Aware Recovery Care of Massachusetts, LLC, 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 for herself and all other similarly situated Certified Recovery Advisors (“CRAs”), CRA Leads, and Care Coordinators to recover unpaid overtime wages, liquidated damages, interest, and reasonable attorneys’ fees and costs as a result of Defendants’ willful violation 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.* and Massachusetts General Laws c. 149, §§ 148 and 150, and c. 151 §§ 1A and 20 (“Massachusetts Wage Laws”).

2. Defendants do business as Aware Recovery Care, a company headquartered in Wallingford, Connecticut that provides in-home substance abuse treatment in states including

Connecticut, Florida, Georgia, Indiana, Kentucky, Maine, Massachusetts, New Hampshire, Ohio, Rhode Island, and Virginia.

3. Plaintiff and the putative FLSA collective and Rule 23 class members are CRAs, CRA Leads, and Care Coordinators employed by Defendants in the last three (3) years, who were deprived of legally-mandated wages as a result of the following unlawful policies maintained by Defendants:

a. Misclassifying CRAs, CRA Leads, and Care Coordinators as exempt employees and failing to pay them overtime pay at an hourly rate calculated at 1.5x of their regular rates of pay; and

b. Failing to pay CRAs for all hours worked (including hours worked in excess of 40 in a workweek) after reclassifying them from exempt to non-exempt employees.

4. As a result of these policies, Defendants failed to pay CRAs, CRA Leads, and Care Coordinators for all hours worked, including hours worked in excess of forty (40) hours in a week, in violations of the FLSA and Massachusetts Wage Laws.

5. Plaintiff asserts the FLSA claims individually and on a collective basis pursuant to 29 U.S.C. § 216(b) on behalf of the members of the putative “FLSA Collective,” defined as: *all CRAs, CRA Leads, and Care Coordinators employed by either Defendant at any time from three (3) years prior to the filing of this Complaint through the date of judgment.*

6. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all FLSA Collective members informing them of their rights to assert FLSA claims in this collective action by filing consent forms.

7. Plaintiff asserts the claims under the Massachusetts Wage Laws individually and on a class basis pursuant to Fed. R. Civ. P. 23 on behalf of the members of the putative “Rule 23 Massachusetts Class,” defined as: *all CRAs, CRA Leads, and Care Coordinators employed by*

*either Defendant in Massachusetts at any time from three (3) years prior to the filing of this Complaint through the date of judgment.*

### **JURISDICTION AND VENUE**

8. 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.*

9. 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.

10. The Court has general personal jurisdiction over Defendants because they are domiciled in Connecticut.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Defendants reside in this District.

### **PARTIES**

12. Defendant Aware Recovery Care, Inc. is a for profit corporation incorporated in Delaware.

13. Defendant Aware Recovery Care, Inc.'s headquarters is 35 Thorpe Ave #104, Wallingford, Connecticut 06492.

14. Defendant Aware Recovery Care, Inc.'s registered agent for service of process in Connecticut is C T Corporation System, 67 Burnside Avenue, East Hartford, Connecticut 06108-3408.

15. Defendant Aware Recovery Care of Massachusetts, LLC is a for profit limited liability company incorporated in Delaware.

16. Defendant Aware Recovery Care of Massachusetts, LLC's headquarters is 35

Thorpe Ave #104, Wallingford, Connecticut 06492.

17. Defendant Aware Recovery Care of Massachusetts, LLC's registered agent for service of process is C T Corporation System, 155 Federal Street, Suite 700, Boston, Massachusetts 02110.

18. Plaintiff Dorothea Cornick, formerly known as Dorothea Buckley, is a resident of the County of Plymouth and Commonwealth of Massachusetts.

19. Plaintiff has been employed by Defendants as a CRA from approximately October 2020 through present.

20. Plaintiff worked for Defendants in Massachusetts.

21. Plaintiff received her wages from Defendant Aware Recovery Care of Massachusetts, LLC.

22. Plaintiff's written consent to become an FLSA party plaintiff is attached hereto as **Exhibit 1**.

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

23. Defendants operate an enterprise engaged in commerce as defined under the FLSA.

24. Defendants are an enterprise whose annual gross volume of sales made or business done is not less than \$500,000.

25. Defendants are an enterprise that has employees engaged in commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person, such as telephones.

26. CRAs, CRA Leads, and Care Coordinators are engaged in commerce when working

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<sup>1</sup> 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.

for Defendants.

27. Defendants are the “employer” of CRAs, CRA Leads, and Care Coordinators for purposes of the FLSA and Massachusetts Wage Laws.

28. Defendants jointly employ CRAs, CRA Leads, and Care Coordinators.

29. Defendants are a single integrated enterprise because they have common management, offices, and business operations.

30. CRAs, CRA Leads, and Care Coordinators are “employees” of Defendants for purposes of the FLSA and Massachusetts Wage Laws.

31. The formal duties of the CRA position are:

a. Deliver Aware Recovery Care’s 52-In-Home-Addiction Treatment (IHAT) program and meet the client “where they are”.

b. Collaborate with the Addiction Treatment team to coordinate customized client care.

c. Manage a caseload of clients and schedule appointments.

d. Offer support through both phone and in-person appointments as necessary.

e. Submit clinical documentation on time to Defendant’s Electronic Medical Records (EMR) system.

f. Work across departments responsible for all client support.

g. Offer personal experience and guidance through early and continued recovery.

h. Take part in case review, supervision, and continuing education.

i. Mentor/shadow new employees.

32. The formal qualifications of the CRA position are:

a. 2 years of lived continuous recovery experience from any Substance Use Disorder (SUD) and/or personal experience with addiction in family members or loved ones preferred.

b. Certified Addiction Counselor (CAC), Drug and Alcohol Recovery

Counselor (DARC), Relativity Certified Administrator (RCA), Certified Peer Recovery Specialist (CPRS) and/or any other applicable trainings/certifications related to addiction treatment.

c. Various assessed competencies such as hand hygiene and proper use of Service Delivery Kit.

d. Review various policies such as Infection Control and Emergency Operations.

e. Complete various modules including Drugs of Abuse module and Ethics module.

33. Defendants suffer and permit CRAs, CRA Leads, and Care Coordinators to work in excess of forty (40) hours in most workweeks.

34. In or around September 2023, Defendants reclassified the CRA position from exempt, to non-exempt.

35. The basis for Defendants' reclassification of the CRA position was Defendants' knowledge that CRAs did not meet the criteria for the overtime exemptions included in the FLSA and state wage-and-hour laws.

36. Prior to the reclassification, Defendants misclassified CRAs, CRA Leads, and Care Coordinators as exempt employees and failed to pay them overtime pay at an hourly rate calculated at 1.5x of their regular rates of pay.

37. Despite Defendants' knowledge that the position was misclassified, Defendants did not go back and pay CRAs their wages for working overtime while misclassified.

38. Since the reclassification of CRAs, Defendants have paid them an hourly rate for some of the time for which they are clocked in to Defendants' timekeeping system.

39. Since the reclassification of CRAs, Defendants had an agreement with each CRA under which Defendants were obligated to pay each CRA at his or her hourly rate for all hours worked, including travel time spent in work-related travel.

40. Since the reclassification of CRAs, Defendants have prohibited CRAs from clocking in for all hours worked, resulting in them not being paid for time spent on tasks including submitting medical notes, engaging in telephone correspondence with patients and co-workers, and preparing client visit schedules.

41. Since the reclassification of CRAs, Defendants have failed to pay CRAs for all hours clocked in to the timekeeping system, including hours worked in connection with cancelled client visits.

42. As a result, since the reclassification, CRAs have not been paid for all hours worked, including hours worked in excess of forty (40) in a workweek.

43. For example, Plaintiff worked in excess of forty (40) in the workweeks beginning October 8, 2023 and October 15, 2023, respectively, and was not clocked in for or paid for all hours worked in each week.

44. Defendants have willfully violated the FLSA and Massachusetts Wage Laws.

45. Defendants knew, and/or recklessly disregarded that fact that CRAs, CRA Leads, and Care Coordinators worked hours in excess of forty (40) during weeks in which they were misclassified as exempt employees, despite not meeting the criteria for the overtime exemptions included in the FLSA and state wage-and-hour laws.

46. Defendants knew, and/or recklessly disregarded that fact their policies regarding the amount of time CRAs can report per each task have and continue to effectively prohibit CRAs from clocking in for all hours worked.

47. Despite that knowledge, Defendants have not paid CRAs, CRA Leads, and Care Coordinators the back overtime wages they know they are owed.

48. Defendants' wrongful acts and/or omissions/commissions, as alleged herein, have

not been exercised in good faith or in conformity with and in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the state and/or U.S. Department of Labor or any administrative practice or enforcement policy of such a department or bureau.

### **COLLECTIVE ACTION ALLEGATIONS**

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

50. Plaintiff brings this action pursuant to Section 216(b) of the FLSA, as an opt-in representative action, for and on behalf of all CRAs, CRA Leads, and Care Coordinators who have been affected by Defendants' common unlawful policies and practices which include failing to pay overtime compensation, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") and attendant regulations at 29 C.F.R. § 516, *et seq.*

51. As a result of the Defendants' illegal policies, there were many weeks in which Defendants failed to compensate members of the FLSA Collective at 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 as required by the FLSA.

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

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

54. Plaintiff seeks to send notice to the FLSA Collective 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.

55. 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.

56. Plaintiff anticipates that there will be no difficulty in the management of this litigation. This litigation presents claims under the FLSA, a type that have often been prosecuted on a class wide basis, and the manner of identifying the collective and providing any monetary relief to it can be effectuated from a review of Defendants’ records.

57. Plaintiff and the putative FLSA collective members demand a trial by jury.

### **RULE 23 CLASS ACTION ALLEGATIONS**

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

59. Plaintiff seeks to maintain this action pursuant to Fed. R. of Civ. P. 23, as an opt-out class action, on behalf herself and the putative members of the Rule 23 Massachusetts Class, who have been affected by Defendants’ common unlawful policies and practices which include failing to pay straight time and overtime compensation, in violation of the Massachusetts Wage Laws.

60. 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 Massachusetts Wage Laws.

61. The members of the Rule 23 Massachusetts Class are so numerous that joinder of all class members in this case would be impractical. Plaintiff reasonably estimates that there are at least 40 members of each class. The Rule 23 class members should be easy to identify from Defendants’ payroll and personnel records.

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

63. Plaintiff's claims are typical of those of the Rule 23 Massachusetts 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 of the class members were subject to the same corporate practices of Defendants, as alleged herein, of failing to pay overtime wages. 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.

64. All Rule 23 Massachusetts 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 overtime wages. Thus, there are common questions of law and fact which are applicable to each and every one of the class members.

65. Plaintiff will fully and adequately protect the interests of the class members and have retained counsel who are qualified and experienced in the prosecution of nationwide 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.

66. 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 claim arises 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.

67. Plaintiff and the Rule 23 Massachusetts 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**

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

69. 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 she is employed.

70. Plaintiff and the FLSA Collective members worked over forty (40) hours a week for Defendants in many workweeks.

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

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

73. 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).

74. 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 recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant

to 29 U.S.C § 216(b).

**COUNT II**  
**(Individual and Fed R. Civ. P. 23 Class Action Claims)**  
**Violation of Massachusetts Wage Laws, M.G.L. c. 151 § 1A**  
**Failure to Pay Overtime Wages**

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

76. Plaintiff and the Rule 23 Massachusetts Class members worked over forty (40) hours a week for Defendant in many workweeks.

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

78. As a result of the policies and violations alleged here in, Defendants failed to pay Plaintiff and the Rule 23 Massachusetts Class members overtime pay at a rate of 1.5 times their regular rates of pay for hours worked in excess of 40 in a workweek, in violation of M.G.L. c. 151 § 1A.

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

80. As a result of Defendants' uniform and common policies and practices described above, Plaintiff and the Rule 23 Massachusetts 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 M.G.L. c. 151 § 20.

**COUNT III**  
**(Individual and Fed R. Civ. P. 23 Class Action Claims)**  
**Violation of Massachusetts Wage Laws, M.G.L. c. 149, § 148**  
**Failure to Pay Wages**

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

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

83. As a result of the policies and violations alleged here in, Defendants failed to pay Plaintiff and the Rule 23 Massachusetts Class members their agreed-upon wages for all hours worked, in violation of M.G.L. c. 149, § 148.

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

85. Plaintiff has filed a complaint with the Massachusetts Attorney General regarding Defendant's violations of M.G.L. c. 149, § 148.

86. As a result of Defendants' conduct described above, Plaintiff and the Rule 23 Massachusetts 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 M.G.L. c. 149, § 150.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief against Defendants, jointly and severally:

(A) A declaratory judgment that Defendants' wage practices alleged herein violate the overtime provisions of the FLSA;

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

Massachusetts Wage Laws;

(C) An Order for injunctive relief ordering Defendants to comply with the FLSA and Massachusetts Wage Laws, and 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 Massachusetts Wage Laws 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 liquidated damages, and pre- and post-judgment interest to which Plaintiff and the Rule 23 class members are lawfully entitled

under the Massachusetts Wage Laws;

(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 the Massachusetts Wage Laws;

(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 to this Court may deem necessary, just and proper.

**JURY DEMAND**

Plaintiff, 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: March 27, 2024

By: /s Nicholas Conlon  
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