UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEW JERSEY

TYNETTA EDWARDS, individually, and on behalf of all others similarly situated, Plaintiff, vs. AVIS BUDGET CAR RENTAL, LLC, Defendant.	Docket No.: COMPLAINT – CLASS ACTION JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff Tynetta Edwards, individually and on behalf of all others similarly situated, by and through her attorneys Brown, LLC, hereby brings this Collective and Class Action Complaint against Defendant Avis Budget Car Rental, 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 others similarly situated hourly-paid, non-exempt, incentive-eligible employees to recover unpaid overtime wages, liquidated damages, and reasonable attorneys' fees and costs as a result of Defendant's 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.

2. Plaintiff also brings this action for herself and on behalf of all other similarly situated hourly-paid, non-exempt, incentive-eligible employees to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs as a result of Defendant's willful violation of the Virginia Overtime Wage Act ("VOWA"), Va. Code Ann. § 40.1-29.2.

3. Plaintiff and other similarly situated employees are employed by Defendant as hourly-paid, non-exempt, incentive-eligible employees and were regularly scheduled to work more than forty (40) hours per week. In addition to their base hourly wage, Plaintiff and other employees routinely received nondiscretionary forms of compensation, including but not limited to Short-Term Incentive Plan ("STIP") bonuses.

4. These incentive payments are based on objective, performance-related criteria and are paid annually in connection with the company's financial results and employees' work performance. As such, they are nondiscretionary compensation that must be included in the "regular rate of pay" when calculating overtime compensation, pursuant to FLSA and VOWA.

5. Despite the clear legal obligation to include such compensation in the regular rate, Defendant calculated overtime compensation for Plaintiff and similarly situated employees based solely on their base hourly wage, without making any upward adjustment for these additional payments and thus excluding these payments from their regular rate of pay when calculating overtime.

6. This failure to include nondiscretionary bonuses and incentives in the regular rate of pay was not limited to Plaintiff. It was part of a uniform compensation policy and practice applied across Avis Budget's operations, including in Defendant's corporate buildings throughout the United States and specifically in Virginia.

7. Plaintiff asserts the FLSA claims individually and on behalf of a putative "FLSA Collective" defined as:

> *All hourly-paid, non-exempt, incentive-eligible employees of Defendant in the United States or in 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.*

8. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all hourly-paid, non-exempt, incentive-eligible employees of Defendant informing them of their rights to assert FLSA claims in this collective action by filing consent forms.

9. Plaintiff asserts the VOWA claims individually and pursuant to Fed. R. Civ. P. 23 on behalf of a putative "Rule 23 Virginia Class" defined as:

> *All hourly-paid, non-exempt, incentive-eligible employees of Defendant in the Commonwealth of Virginia at any time from three (3) years prior to the filing of this Complaint through the date of judgment.*

10. Defendant has willfully and intentionally committed widespread violations of the above-described statutes and corresponding regulations, in the manner described herein.

JURISDICTION AND VENUE

11. 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.

12. 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.

13. The Court has general personal jurisdiction over Defendant because it is domiciled in New Jersey.

14. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Defendant resides in this district.

PARTIES

15. Plaintiff Tynetta Edwards ("Edwards") is a resident of Chesapeake, Virginia.

16. Edwards has been employed by Defendant since approximately June 16, 2022, working as an hourly-paid, non-exempt, incentive-eligible Fleet Service Clerk at Defendant's corporate building in Virginia Beach, Virginia.

17. Edwards' written consent to become an FLSA party plaintiff is attached hereto as Exhibit 1.

18. Defendant is a Delaware corporation with a principal office address located at 6 Sylvan Way, Parsippany, New Jersey 07054.

19. Defendant has a registered agent, Corporation Service Company, located at 100 Shockoe Slip Fl 2, Richmond, Virginia 23219.

FACTUAL ALLEGATIONS[1]

20. Defendant Avis Budget operates a chain of rental car stores and distribution centers throughout the United States.

21. Defendant is an enterprise engaged in commerce as defined under the FLSA.

22. Defendant is an enterprise whose annual gross volume of sales made or business done is not less than $500,000.

23. Defendant is an enterprise that has two (2) or more employees engaged in commerce or in the production of goods for commerce, or that has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person.

24. Defendant is the "employer" of hourly-paid, non-exempt, incentive-eligible employees within the meaning of the FLSA and VOWA.

[1] Unless otherwise specifically noted here, the following allegations all apply through the time periods covered by the FLSA Collective and the Rule 23 Class.

25. Hourly-paid, non-exempt, incentive-eligible employees are "employees" of Defendant within the meaning of the FLSA and VOWA.

26. Defendant employs a large number of hourly-paid, incentive-eligible employees in non-exempt positions, including but not limited to Fleet Service Clerks, Accounting, Accounts Payable, and Accounts Receivable.

27. Defendant suffers and permits these hourly-paid, non-exempt, incentive-eligible employees to work more than forty hours per week on a regular basis.

28. These employees are compensated at an hourly rate and receive additional incentive-based compensation that Defendant characterizes as a performance bonus, including Short-Term Incentive Plan ("STIP") bonuses (identified on Plaintiff's paystubs as "Annual Bonus").

29. Defendant pays its hourly-paid, non-exempt, incentive-eligible employees at least one form of nondiscretionary compensation in addition to their hourly wages, specifically Short-Term Incentive Plan ("STIP") bonuses (identified on Plaintiff's paystubs as "Annual Bonus").

30. Defendant communicates the availability and criteria for these bonuses in advance and applies them according to established internal performance programs.

31. These additional forms of compensation are not discretionary within the meaning of the FLSA or VOWA.

32. Hourly-paid, non-exempt, incentive-eligible employees expect to receive these bonuses based on defined performance metrics, and Defendant pays them with regularity in connection with its compensation policy.

33. Despite regularly working overtime, these employees are paid overtime compensation that Defendant calculates solely by multiplying their base hourly rate by 1.5, without regard to other compensation received.

34. Defendant fails to include additional compensation to hourly-paid, non-exempt, incentive-eligible employees including Short-Term Incentive Plan ("STIP") bonuses (identified on Plaintiff's paystubs as "Annual Bonus") as part of the "total remuneration" it uses to calculate their regular and overtime rates, respectively.

35. The FLSA requires overtime to be paid at least 1.5x an employees' "regular rate," which, subject to some exceptions not relevant here, includes "all remuneration for employment paid to, or on behalf of, the employee" See 29 C.F.R. § 778.108. The VOWA incorporates these requirements. *See* Va. Code Ann. § 40.1-29.2.

36. Defendant violates these requirements by failing to pay hourly-paid, non-exempt, incentive-eligible employees for hours worked in excess of forty (40) in a workweek at a rate of or greater than 1.5 times their regular rate of pay.

37. Defendant is aware of, and/or recklessly disregards the possibility that the rate it pays hourly-paid, non-exempt, incentive-eligible employees for hours worked in excess of forty (40) in a workweek is less than 1.5 times their regular rate of pay.

38. Defendant is aware of, and/or recklessly disregards the possibility that the rate it pays hourly-paid, non-exempt, incentive-eligible employees for hours worked in excess of forty (40) in a workweek unlawfully fails to incorporate the additional forms of compensation they receive in addition to their base hourly wages.

39. Defendant has willfully violated the FLSA and VOWA.

40. Defendant's 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

41. Plaintiff repeats and re-alleges all preceding paragraphs of the Complaint inclusive, as if fully set forth herein.

42. Plaintiff brings her claim for relief for violation of the FLSA, both individually and as a collective action pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of the FLSA Collective, as defined above.

43. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the employees described above are "similarly situated" to Plaintiff under 29 U.S.C. § 216(b). The collective of employees on behalf of whom Plaintiff brings this collective action are similarly situated because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan—namely, Defendant's failure to include nondiscretionary compensation in the regular rate of pay when calculating overtime); and (c) their claims are based upon the same factual and legal theories.

44. The employment relationships between Defendant and every FLSA Collective member are the same and differ only by name and rate of pay. The key issues do not vary substantially among the Collective members.

45. Plaintiff estimates the FLSA Collective, including both current and former employees over the relevant period, will include several hundred members. The precise number of

FLSA Collective members should be readily available from a review of Defendant's personnel and payroll records.

CLASS ACTION ALLEGATIONS

46. Plaintiff brings this action pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on her own behalf and on behalf of the Rule 23 Class, as defined above.

47. The members of the Rule 23 Class are so numerous that joinder of all Rule 23 Class members in this case would be impractical. Rule 23 Class members should be easy to identify from Defendant's computer systems and electronic payroll and personnel records.

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

49. Plaintiff's claims are typical of those of the Rule 23 Class in that she and all other Rule 23 Class members suffered damages as a direct and proximate result of the Defendant's common and systemic payroll policies and practices. Plaintiff's claims arise from the same policies, practices, promises and course of conduct as all other Rule 23 Class members' claims and their legal theories are based on the same legal theories as all other Rule 23 Class members.

50. Plaintiff will fully and adequately protect the interests of the Rule 23 Class and she has retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Neither Plaintiff nor her counsel has interests that are contrary to, or conflicting with, the interests of the Rule 23 Class.

51. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because, inter alia, it is economically infeasible for Rule 23 Class members to prosecute individual actions of their own given the relatively small amount of damages

at stake for each individual along with the fear of reprisal by their employer. Prosecution of this case as a Rule 23 Class action will also eliminate the possibility of duplicative lawsuits being filed in state and federal courts throughout the nation.

52. This case will be manageable as a Rule 23 Class action. Plaintiff and her counsel know of no unusual difficulties in this case and Defendant has advanced, networked computer and payroll systems that will allow the class, wage, and damages issues in this case to be resolved with relative ease.

53. Because the elements of Rule 23 are satisfied in this case, class certification is appropriate.

54. Because Defendant acted and refused to act on grounds that apply generally to the Rule 23 Class and declaratory relief is appropriate in this case with respect to the Rule 23 Class as a whole, class certification pursuant to Rule 23(b)(2) is also appropriate.

COUNT I
(Brought Individually and as a Collective Action Under FLSA 29 U.S.C. § 207(a)(1))
Violations of the FLSA
FAILURE TO PAY OVERTIME WAGES AT THE PROPER RATE

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

56. 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.

57. At all times relevant to this action, Defendant was an employer under 29 U.S.C. § 203(d) of the FLSA, subject to the provisions of 29 U.S.C. § 201, et seq.

58. Defendant is an enterprise whose annual gross volume of sales made or business done exceeds $500,000.

59. Defendant is an enterprise that has had employees engaged in commerce or in the production of goods for commerce, and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

60. Plaintiff and other members of the FLSA Collective were individually engaged in commerce.

61. At all times relevant to this action, Defendant "suffered or permitted" Plaintiff and other members of the FLSA Collective to work and thus "employed" them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

62. Plaintiff and other members of the FLSA Collective worked many workweeks in excess of 40 hours within the last three years.

63. Defendant failed to pay Plaintiff and the FLSA Collective members overtime compensation at the correct rate because it did not include non-base compensation, including Short-Term Incentive Plan ("STIP") bonuses paid as an Annual Bonus in their regular rate of pay when calculating the overtime rate.

64. As a result, when Defendant paid an overtime premium for hours worked over forty (40) in a workweek, the premium was underpaid and did not comply with the FLSA's mandate that non-base compensation be included in their regular rate of pay when calculating the overtime rate for hours worked in excess of forty (40) hours in a workweek.

65. Defendant knew or should have known that the Plaintiff and other members of the FLSA Collective were working hours in excess of 40 hours per week, without non-base

compensation included in their regular rate of pay when calculating the overtime rate for hours worked in excess of forty (40) hours in a workweek.

66. Defendant's violations of the FLSA were knowing and willful. See 29 U.S.C. § 255(a) ("[A] cause of action arising out of a willful violation [of the FLSA] may be commenced within three years….").

67. The FLSA, 29 U.S.C. § 216(b), provides that as a remedy for a violation of the Act, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) plus an additional equal amount in liquidated damages (double damages), plus costs and reasonable attorneys' fees.

COUNT II
(Individual and Fed R. Civ. P. 23 Class Action Claims)
Violation of the VOWA
FAILURE TO PAY OVERTIME WAGES AT THE PROPER RATE

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

69. The VOWA provides: "[a]ny employer that violates the overtime pay requirements of the federal Fair Labor Standards Act … shall be liable to the employee for the applicable remedies, damages, or other relief available under the Federal Fair Labor Standards Act in an action brought pursuant to the procedures in subsection J of § 40.1-29."

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

71. As a result of the policies and violations alleged herein, Defendant failed to pay Plaintiff and the Rule 23 class members at the correct rate because it did not include non-base compensation, including Short-Term Incentive Plan ("STIP") bonuses paid as an Annual Bonus in their regular rate of pay when calculating the overtime rate for hours worked in excess of forty (40) hours in a workweek.

72. As a result of the policies and violations alleged here in, Defendant failed to include non-base compensation in Plaintiff and the Rule 23 class members regular rate of pay when calculating the overtime rate for hours worked in excess of forty (40) hours in a workweek.

73. Defendant's conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

74. As a result of Defendant's 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 recover overtime wages for all hours worked in excess of forty (40) in a workweek, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees, costs and other compensation pursuant to VOWA. *See* Va. Code Ann. § 40.1-29.2.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief against Defendant:

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

(B) A declaratory judgment that Defendant's wage practices alleged herein violate the VOWA;

(C) An Order for injunctive relief ordering Defendant to comply with the FLSA and VOWA, 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 VOWA claims set forth herein;

(F) Ordering Defendant 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 representatives 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 VOWA;

(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 VOWA;

(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, Tynetta Edwards, individually and on behalf of all others similarly situated, by and through her attorneys, hereby demand a trial by jury pursuant to Fed. R. Civ. P. 38 with respect to the above cause.

Dated: November 14, 2025

Respectfully submitted,

s/ *Nicholas Conlon*
Nicholas Conlon (NJ Bar ID # 34052013)
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5297
nicholasconlon@jtblawgroup.com