

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

DESMOND HODGES, DEMAR
BENNETT, TIMOTHY CORVIN,
KHALIF DAVIS-HARRIS, WAYNE
HURST, ALLEN MILLER, CALEB
ROSS, JOSE TERRIQUEZ, AARON
TUTT, GREGORY WEAVER, and
JOHN DOES 1-12, individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

OSMOSE UTILITIES SERVICES, INC.,

Defendant.

Case No.: 3:21-cv-00041-TCB

COMPLAINT – CLASS ACTION

JURY TRIAL DEMANDED

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

Plaintiffs, DESMOND HODGES, DEMAR BENNETT, TIMOTHY
CORVIN, KHALIF DAVIS-HARRIS, WAYNE HURST, ALLEN MILLER,
CALEB ROSS, JOSE TERRIQUEZ, AARON TUTT, GREGORY WEAVER,
and JOHN DOES 1-12, individually and on behalf of all others similarly situated,
by and through their attorneys BROWN, LLC and THE ORLANDO FIRM, P.C.,
with Defendant's written consent pursuant to Rule 15(a)(2) of the Federal Rules
of Civil Procedure, hereby file this Second Amended Collective and Class Action

Complaint against Defendant, OSMOSE UTILITIES SERVICES, INC., and state as follows:

INTRODUCTION

1. This is a collective and class action brought pursuant to 29 U.S.C. § 216(b) and Fed. R. Civ. P. 23 by Plaintiffs, individually and on behalf of all similarly situated persons employed by Defendant, Osmose Utilities Services, Inc., arising from Defendant's willful violations of:

- a. the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*;
- b. the Arkansas Minimum Wage Act, Ark. Code Ann. §§ 11-4-201 *et seq.*, Ark. Code R. §§ 010.14-100-113 ("Arkansas Wage Acts");
- c. the California Labor Code, and the orders and standards promulgated by the California Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards Enforcement ("California Wage Act");
- d. the Colorado Minimum Wages Of Workers Act, Col. Rev. Stat. §§ 8-6-101, *et seq.*; Colorado Minimum Wage Orders, 7 Colo. Code Regs. 1103-1, and the Colorado Wage Claim Act, Colo. Rev. Stat. Ann. § 8-4-109 ("Colorado Wage Acts");

e. the Connecticut Minimum Wage Act, Conn. Gen. Stat. §§ 31-58, *et seq.* and Connecticut’s wage collection statutes, Conn. Gen. S47tat. §§ 31-70, *et seq.* (“Connecticut Wage Acts”);

f. Hawaii Revised Statutes, §§ 387-3, 388-2 (“Hawaii Wage Acts”);

g. the Illinois Minimum Wage Law, 820 Ill. Comp. Stat. 105/1, *et seq.* (“IMWL”) and Illinois Wage Payment and Collection Act, 820 Ill. Comp. Stat. 115/1, *et seq.* (“IWPCA”) (“Illinois Wage Acts”);

h. the Kentucky Wages and Hours Act, KRS §§ 337.010, *et. seq.* (“Kentucky Wage Act”);

i. the Maine Minimum Wage and Overtime Law, 26 M.R.S.A. §§ 661, *et seq.*, and the Maine Employment Practices Act, 26 M.R.S.A. § 621-A (“Maine Wage Acts”);

j. the Maryland Wage and Hour Law (“MWHL”), Md. Code Ann., Lab. & Empl. § 3-401, *et seq.* and the Maryland Wage Payment and Collection Law (“MWPCL”), Md. Code Ann., Lab. & Empl. § 3-501 (“Maryland Wage Acts”);

k. Massachusetts General Laws c. 149, §§ 148 and 150, and c. 151 §§ 1A and 20 (“Massachusetts Wage Acts”);

l. the Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21, *et seq.* and the Minnesota Payment of Wages Act, Minn. Stat. §§ 181.01, *et seq.* (“Minnesota Wage Acts”);

m. the Missouri Minimum Wage Law, §§ 290.500 R.S. Mo., *et seq.* (“Missouri Wage Act”);

n. Nevada Revised Statutes §§ 608.016, 608.018, and Nev. Const. Art. 15, § 16 (“Nevada Wage Acts”);

o. the New Jersey Wage and Hour Laws (“NJWHL”), N.J.S.A. 34:11-56a, *et seq.*, and New Jersey Wage Payment Law (“NJWPL”), N.J.S.A. 34:11-4.1, *et seq.* (“New Jersey Wage Acts”);

p. the New York Minimum Wage Act, NY CLS Labor §§ 650, *et seq.*, the New York Wage Order for Miscellaneous Industries and Occupations, N.Y. Comp. Codes R. & Regs. tit. 12, § 142-2.1, *et seq.*, and New York’s Wage Theft Prevention Act (and previously the Unpaid Wages Prohibition Act), NY CLS Labor §§ 191, *et seq.* (“New York Wage Acts”);

q. the Ohio Minimum Fair Wage Standards Act Act”) O.R.C. §§ 4111.01, 4111.03 and 4111.10, and the Ohio Prompt Pay Act, O.R.C. § 4113.15 (“Ohio Wage Acts”);

r. Oregon Revised Statutes, §§ 652.020, 652.120 (“Oregon Wage Acts”);

s. the Pennsylvania Minimum Wage Act (“PMWA”), 43 P.S. § 333.101, *et seq.* and attendant regulations, 34 Pa. Code § 231.1, *et seq.* as well as the Pennsylvania Wage Payment and Collection Law (“WPCL”), 43 P.S. § 260.1 *et seq.* (“Pennsylvania Wage Acts”);

t. the Virginia Overtime Wage Act, Va. Code § 40.1-29.2 (“VOWA”) and the Virginia Wage Payment Act, Va. Code Ann. § 40.1-29 (“VWPA”) (“Virginia Wage Acts”);

u. the Washington Minimum Wage Act (“MWA”), Rev. Code Wash. (“RCW”) Ch, 49.46, and the Washington Wage Rebate Act (“WRA”), RCW Ch. 49.52 (“Washington Wage Acts”); and

v. Wisconsin Statutes §§ 109.03, 109.09, and Wis. Admin. Code DWD § 274.03;

2. Defendant Osmose Utilities Services, Inc. was founded in 1934 and provides construction, maintenance, and inspection services to the utility and telecommunications industries throughout the United States.

3. Plaintiffs and the members of the putative collective and class were employed by Defendant as hourly-paid, non-exempt crew members, and were responsible for performing on-site construction work on utility and telecommunications equipment serviced by Defendant in Massachusetts and other states.

4. Defendant failed to pay crew members for all hours worked, including, but not limited to, loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

5. Defendant's failure to pay crew members for all hours worked violates the Arkansas Wage Acts, the California Wage Act, the Colorado Wage Acts, the Connecticut Wage Acts, the DC Wage Acts, the Illinois Wage Acts, the Hawaii Wage Acts, the Kentucky Wage Act, the Maine Wage Acts, the Maryland Wage Acts, the Massachusetts Wage Acts, the Minnesota Wage Acts, the Missouri Wage Act, the Nevada Wage Acts, the New Jersey Wage Acts, the New York Wage Acts, the Ohio Wage Acts, the Oregon Wage Acts, the Pennsylvania Wage Acts, the Virginia Wage Acts, the Washington Wage Acts, and the Wisconsin Wage Acts, and in the weeks where such hours worked were in excess of forty (40) hours, Defendant's failure to pay for such hours also violates those laws as well as the FLSA, 29 U.S.C. § 207(a)(1), under which employees are entitled to time-and-a-half (1.5) of their regular rate of pay for hours worked in excess of forty (40) in a workweek.

6. Plaintiff Desmond Hodges seeks unpaid overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the FLSA on behalf of himself

and the “FLSA Collective,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in the United States at any time within the three years preceding the commencement of this action and the date of judgment. See 29 U.S.C. § 216(b).*

7. Plaintiff Desmond Hodges seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the Massachusetts Wage Acts on behalf of himself and the “Rule 23 Massachusetts Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Massachusetts at any time within the three years preceding the commencement of this action and the date of judgment. See Fed. R. Civ. P. 23.*

8. Plaintiff Demar Bennett seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the Washington Wage Acts on behalf of himself and the “Rule 23 Washington Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Washington at any time within the period of February 6, 2020 through the date of judgment.*

9. Plaintiff Timothy Corvin seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the Pennsylvania Wage Acts on behalf of himself and the “Rule 23 Pennsylvania

Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Pennsylvania at any time within the period of October 26, 2019 through the date of judgment.*

10. Plaintiffs Khalif Davis-Harris and Aaron Tutt seek unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the New Jersey Wage Acts on behalf of himself and the “Rule 23 P New Jersey Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in New Jersey at any time within the period of October 5, 2016 through the date of judgment.*

11. Plaintiff Wayne Hurst seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the Maryland Wage Acts on behalf of himself and the “Rule 23 Maryland Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Maryland at any time within the period of February 6, 2020 through the date of judgment.*

12. Plaintiff Allen Miller seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the Kentucky Wage Act on behalf of himself and the “Rule 23 Kentucky Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR*

crew in Kentucky at any time within the period of February 6, 2018 through the date of judgment.

13. Plaintiff Caleb Ross seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the New York Wage Acts on behalf of himself and the "Rule 23 New York Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in New York at any time within the period of February 6, 2017 through the date of judgment*, and pursuant to the Virginia Wage Acts on behalf of himself and the "Rule 23 Virginia Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Virginia at any time within the period of February 6, 2020 through the date of judgment.*

14. Plaintiff Jose Terriquez seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the California Wage Act on behalf of himself and the "Rule 23 California Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in California at any time within the period of February 6, 2019 through the date of judgment.*

15. Plaintiff Gregory Weaver seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Illinois Wage Acts on behalf of himself and the "Rule 23 Illinois Class," defined as: *all*

current and former crew members who worked for Defendant on a PIT and/or PR crew in Illinois at any time within the period of October 7, 2019 through the date of judgment.

16. Plaintiff John Doe 1 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Arkansas Wage Acts on behalf of himself and the "Rule 23 Arkansas Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Arkansas at any time within the period of February 6, 2021 through the date of judgment.*

17. Plaintiff John Doe 2 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Colorado Wage Acts on behalf of himself and the "Rule 23 Colorado Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Colorado at any time within the period of February 6, 2017 through the date of judgment.*

18. Plaintiff John Doe 3 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Connecticut Wage Acts on behalf of himself and the "Rule 23 Connecticut Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or*

PR crew in Connecticut at any time within the period of February 6, 2020 through the date of judgment.

19. Plaintiff John Doe 4 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the DC Wage Acts on behalf of himself and the "Rule 23 DC Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in the District of Columbia at any time within the period of February 26, 2015 through the date of judgment.*

20. Plaintiff John Doe 5 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Hawaii Wage Acts on behalf of himself and the "Rule 23 Hawaii Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Hawaii at any time within the period of February 6, 2017 through the date of judgment.*

21. Plaintiff John Doe 6 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Maine Wage Acts on behalf of himself and the "Rule 23 Maine Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Maine at any time within the period of February 6, 2020 through the date of judgment.*

22. Plaintiff John Doe 7 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Minnesota Wage Acts on behalf of himself and the "Rule 23 Minnesota Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Minnesota at any time within the period of February 6, 2020 through the date of judgment.*

23. Plaintiff John Doe 8 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Missouri Wage Act on behalf of himself and the "Rule 23 Missouri Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Missouri at any time within the period of February 6, 2021 through the date of judgment.*

24. Plaintiff John Doe 9 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Nevada Wage Acts on behalf of himself and the "Rule 23 Nevada Class," defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Nevada at any time within the period of February 6, 2021 through the date of judgment.*

25. Plaintiff John Doe 10 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Ohio Wage Acts

on behalf of himself and the “Rule 23 Ohio Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Ohio at any time within the period of February 6, 2020 through the date of judgment.*

26. Plaintiff John Doe 11 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the Oregon Wage Acts on behalf of himself and the “Rule 23 Oregon Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Oregon at any time within the period of February 6, 2021 through the date of judgment.*

27. Plaintiff John Doe 12 seeks unpaid straight-time and overtime wages, liquidated damages, and attorneys’ fees and costs pursuant to the Wisconsin Wage Acts on behalf of himself and the “Rule 23 Wisconsin Class,” defined as: *all current and former crew members who worked for Defendant on a PIT and/or PR crew in Wisconsin at any time within the period of February 6, 2021 through the date of judgment.*

JURISDICTION AND VENUE

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

29. The court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. §1367 because the state law claims and the federal claim are so closely related that they form part of the same case or controversy under Article III of the United States Constitution.

30. Additionally, this Court has jurisdiction over Plaintiffs' collective action FLSA claim pursuant to 29 U.S.C. § 216(b), which provides that suit under the FLSA "may be maintained against any employer . . . in any Federal or State court of competent jurisdiction."

31. The Court has personal jurisdiction over Defendant because Defendant is domiciled in Georgia.

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

PARTIES

33. Plaintiff Desmond Hodges is a resident of New London County, Connecticut, and worked for Defendant as a crew member in and around Cape Cod, Massachusetts from approximately January 15, 2020 through approximately February 21, 2020. He was paid an hourly rate of \$15 per hour. Plaintiff Hodges has consented to the filing of this action pursuant to 29 U.S.C. § 216(b). [Dkt. No. 1-1]

34. Plaintiff Demar Bennett is a resident of Grant County, Washington, and worked for Defendant as a crew member in Washington within the period of February 6, 2020 through present.

35. Plaintiff Timothy Corvin is a resident of Carroll County, Maryland and worked for Defendant as a crew member in Pennsylvania from approximately January 2022 to March 2022.

36. Plaintiff Khalif Davis-Harris is a resident of Atlantic County, New Jersey and worked for Defendant as a crew member in New Jersey from approximately September 2021 to July 2022.

37. Plaintiff Aaron Tutt is a resident of Taylor County, Texas and worked for Defendant as a crew member in New Jersey (including the Counties of Bergen and Middlesex) for several weeks in December 2021.

38. Plaintiff Wayne Hurst is a resident of Baltimore County, Maryland, and worked for Defendant as a crew member in Maryland within the period of February 6, 2020 through present.

39. Plaintiff Allen Miller is a resident of Belmont County, Ohio, and worked for Defendant as a crew member in Kentucky within the period of February 6, 2018 through present.

40. Plaintiff Caleb Ross is a resident of West Virginia, and worked for Defendant as a crew member in New York within the period of February 6, 2017

through present, and in Virginia within the period of February 6, 2020 through present.

41. Plaintiff Jose Terriquez is a resident of Fresno County, Ohio, and worked for Defendant as a crew member in California within the period of February 6, 2019 through present.

42. Plaintiff Gregory Weaver is a resident of Winnebago County, Illinois and worked for Defendant as a crew member in Illinois from approximately September 2018 to March 2019, and then from October 2020 to January 2021.

43. Plaintiffs John Does 1-12 are current or former crew members who have opted into this action and performed work in the states and time periods covered by the classes they represent, and will be identified in a forthcoming amended pleading.

44. Defendant Osmose Utilities Services, Inc. is a Delaware corporation whose principal address is 635 Highway 74 S., Peachtree City, Georgia 30269, and whose registered agent for service of process in Georgia is Corporation Service Company, 40 Technology Parkway South, #300, Norcross, Georgia 30092.

FACTUAL ALLEGATIONS

45. Defendant employed crew members to perform on-site construction work on utility and telecommunications equipment serviced by Defendant in Massachusetts and other states.

46. Defendant classified crew members as non-exempt employees.

47. Defendant paid crew members on an hourly basis.

48. Defendant did not guarantee any predetermined amount of pay per week.

49. Defendant required crew members to work over forty (40) hours in most weeks.

50. Crew members reported to a foreman, who supervised them and was responsible for reporting their time into Defendant's timekeeping system.

51. Crew members were typically required to begin their workday by meeting with the foreman and loading and cleaning their work vehicles, followed by driving or riding in the vehicle to the job sites at which they performed construction work.

52. On most days, if not all days, the foreman did not report the time crew members spent loading and cleaning their work vehicles and/or driving or riding to the job sites.

53. This resulted in crew members not being paid for such time.

54. On many days there were additional portions of crew members' workday for which they were not paid due to the foreman not reporting such time in the timekeeping system.

55. The work for which crew members were not paid, which included but was not limited to loading and cleaning their work vehicles at the beginning of their workdays and driving and/or riding to their job site, is compensable under the FLSA and the various state laws because it was required by and benefited Defendant, and because it was integral and indispensable to crew members' construction work.

56. In many weeks, the hours worked for which Defendant failed to pay crew members were in excess of forty (40) hours, and should have been paid at time-and-a-half (1.5) of crew members' regular rates of pay, but instead were not paid at all.

57. As a result of these policies, there were many weeks in which Plaintiffs and other crew members were not paid their hourly rate of pay for all hours worked, and/or overtime compensation for hours worked excess of forty (40) hours.

58. Defendant knew that its foreman failed to report all crew members' hours into the timekeeping system and that this resulted in crew members not receiving pay for time spent performing compensable work.

59. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of its crew members' work hours were recorded and paid.

STATEMENT OF CLAIM

60. Plaintiff Desmond Hodges estimates that Defendant owes him approximately \$4,728.61 in unpaid wages, not inclusive of other damages, fees, costs and potential awards as discussed *infra*.

61. From approximately January 15, 2020 through approximately February 21, 2020, Plaintiff Desmond Hodges estimates that he worked approximately 69.75 unpaid straight time hours and 146.07 unpaid overtime hours. Plaintiff calculates his unpaid straight-time wages by multiplying by \$15 per hour (Plaintiff's regular hourly rate) to reach a total of \$1,046.25 in unpaid straight-time wages for this time period. Plaintiff calculates his unpaid overtime wages for this period by multiplying the number of unpaid overtime hours each week by 1.5 times Plaintiff's regular rate of pay calculated for each week to reach a total of \$3,682.36 in unpaid overtime wages for this time period.

62. The alleged FLSA violations occurred throughout the duration of Plaintiff Desmond Hodges' employment, from approximately January 15, 2020 through approximately February 21, 2020.

63. Plaintiff Desmond Hodges is owed overtime and straight time wages.

64. In addition to the unpaid wages owed to him as set forth above, Plaintiff Desmond Hodges also seeks unpaid overtime wages owed to the putative members of the FLSA Collective, unpaid straight-time and overtime wages owed to the putative members of the Rule 23 Massachusetts Class, liquidated damages on behalf of himself and the putative members of the FLSA Collective and Rule 23 Massachusetts Class, reasonable attorneys' fees and costs, and a service award for serving as a collective and class representative.

FLSA COLLECTIVE ACTION ALLEGATIONS

65. Plaintiff Desmond Hodges 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 as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in the United States at any time within the three years preceding the commencement of this action and the date of judgment.

66. Plaintiff reserves the right to amend this definition as necessary.

67. Excluded from the proposed Collective are Defendant's executives, administrative, and professional employees, including computer professionals and outside sales persons.

68. Plaintiffs seek to collectively pursue claims under the FLSA, that they were not paid for hours in excess of forty (40) in a workweek spent (1)

travelling between their residences and motels and/or job sites; (2) performing work at the motel and then travelling to the job site; and/or (3) travelling from the job site to the motel and then performing work at the motel.

69. With respect to such claims, a collective action under the FLSA is appropriate because the putative members of the FLSA Collective are “similarly situated” to Plaintiff Desmond Hodges under 29 U.S.C. § 216(b) 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; and (c) their claims are based upon the same factual and legal theories.

70. The employment relationship between Defendant and every FLSA Collective member is the same and differs only by name, location, and rate of pay. The key issues do not vary substantially among the FLSA Collective members.

71. Plaintiffs estimate 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.

RULE 23 CLASS ACTION ALLEGATIONS

72. Plaintiff Desmond Hodges brings his Massachusetts Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and

(b)(3) on his own behalf and on behalf of the Rule 23 Massachusetts Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Massachusetts at any time within the three years preceding the commencement of this action and the date of judgment.

73. Plaintiff Demar Bennett brings his Washington Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Washington Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Washington at any time within the period of February 6, 2020 through the date of judgment.

74. Plaintiff Timothy Corvin brings his Pennsylvania Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Pennsylvania Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Pennsylvania at any time within the period of October 26, 2019 through the date of judgment.

75. Plaintiffs Khalif Davis-Harris and Aaron Tutt bring their New Jersey Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 New Jersey Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in New Jersey at any time within the period of October 5, 2016 through the date of judgment.

76. Plaintiff Wayne Hurst brings his Maryland Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Maryland Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Maryland at any time within the period of February 6, 2020 through the date of judgment.

77. Plaintiff Allen Miller brings his Kentucky Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Kentucky Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Kentucky at any time within the period of February 6, 2018 through the date of judgment.

78. Plaintiff Caleb Ross brings his New York Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 New York Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in New York at any time within the period of February 6, 2017 through the date of judgment.

79. Plaintiff Caleb Ross brings his Virginia Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Virginia Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Virginia at any time within the period of February 6, 2020 through the date of judgment.

80. Plaintiff Jose Terriquez brings his California Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 California Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in California at any time within the period of February 6, 2019 through the date of judgment.

81. Plaintiff Gregory Weaver brings his Illinois Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Illinois Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Illinois at any time within the period of October 7, 2019 through the date of judgment.

82. Plaintiff John Doe 1 brings his Arkansas Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Arkansas Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Arkansas at any time within the period of February 6, 2021 through the date of judgment.

83. Plaintiff John Doe 2 brings his Colorado Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Colorado Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Colorado at any time within the period of February 6, 2017 through the date of judgment.

84. Plaintiff John Doe 3 brings his Connecticut Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Connecticut Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Connecticut at any time within the period of February 6, 2020 through the date of judgment.

85. Plaintiff John Doe 4 brings his DC Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 DC Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in the District of Columbia at any time within the period of February 26, 2015 through the date of judgment.

86. Plaintiff John Doe 5 brings his Hawaii Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Hawaii Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Hawaii at any time within the period of February 6, 2017 through the date of judgment.

87. Plaintiff John Doe 6 brings his Maine Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Maine Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Maine at any time within the period of February 6, 2020 through the date of judgment.

88. Plaintiff John Doe 7 brings his Minnesota Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Minnesota Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Minnesota at any time within the period of February 6, 2020 through the date of judgment.

89. Plaintiff John Doe 8 brings his Missouri Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Missouri Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Missouri at any time within the period of February 6, 2021 through the date of judgment.

90. Plaintiff John Doe 9 brings his Nevada Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Nevada Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Nevada at any time within the period of February 6, 2021 through the date of judgment.

91. Plaintiff John Doe 10 brings his Ohio Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Ohio Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Ohio at any time within the period of February 6, 2020 through the date of judgment.

92. Plaintiff John Doe 11 brings his Oregon Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Oregon Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Oregon at any time within the period of February 6, 2021 through the date of judgment.

93. Plaintiff John Doe 12 brings his Wisconsin Wage Act claims individually and on a class basis pursuant to Fed R. Civ. P. 23(b)(2) and (b)(3) on his own behalf and on behalf of the Rule 23 Wisconsin Class, defined as:

All current and former crew members who worked for Defendant on a PIT and/or PR crew in Wisconsin at any time within the period of February 6, 2021 through the date of judgment.

94. Plaintiffs reserve the right to amend these definitions as necessary.

95. The members of the Rule 23 Classes 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.

96. 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.

97. The claims of each named Plaintiff are typical of the Rule 23 Class Members they purport to represent, in that they 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. Plaintiffs' 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.

98. Plaintiffs will fully and adequately protect the interests of the Rule 23 Classes and they have retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Neither Plaintiffs nor their counsel have interests that are contrary to, or conflicting with, the interests of the Rule 23 Class members.

99. 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.

100. This case will be manageable as a Rule 23 Class action. Plaintiffs and their 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.

101. Because the elements of Rule 23(b)(3) are satisfied in this case, class certification is appropriate. *Shady Grove Orthopedic Assoc., P.A. v. Allstate Ins. Co.*, 559 U.S. 393; 130 S. Ct. 1431, 1437 (2010) (“[b]y its terms [Rule 23] creates a categorical rule entitling a plaintiff whose suit meets the specified criteria to pursue his claim as a class action”).

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

COUNT I
(Brought by Desmond Hodges Individually and as a Collective Action Under
29 U.S.C. § 216(b))
VIOLATION OF THE FAIR LABOR STANDARDS ACT,
29 U.S.C. § 207(a)(1) - FAILURE TO PAY OVERTIME

103. Plaintiffs re-allege and incorporate all previous paragraphs herein.

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

105. 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.

106. 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.*

107. At all times relevant to this action, Plaintiff Desmond Hodges and the FLSA Collective members were “employees” of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

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

109. Defendant required Plaintiff Desmond Hodges and the FLSA Collective members to work over forty (40) hours in most weeks.

110. Defendant failed to pay Plaintiff Desmond Hodges and the FLSA Collective members for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

111. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Desmond Hodges and the FLSA Collective members were in excess of forty (40) hours, and should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* 29 U.S.C. § 207(a)(1), but instead were not paid at all.

112. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Desmond Hodges' and the FLSA Collective members' work hours were recorded and paid at time-and-a-half (1.5) of crew members' regular rates of pay.

113. 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
(Brought by Desmond Hodges Individually and as a Class Action Under Fed.
R. Civ. P. 23)
VIOLATIONS OF M.G.L. c. 151 § 1A - FAILURE TO PAY OVERTIME

114. Plaintiffs re-allege and incorporate all previous paragraphs herein.

115. Defendant was an “employer” of Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class within the meaning of M.G.L. c. 151 § 1B.

116. Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class were “employees” of Defendant, within the meaning of M.G.L. c. 151 § 1A.

117. Defendant employed Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class, within the meaning of M.G.L. c. 151 § 1A.

118. Defendant required Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class to work over forty (40) hours in most weeks.

119. Defendant failed to pay Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

120. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class were in excess of forty (40) hours and should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* M.G.L. c. 151 § 1A, but instead were not paid at all.

121. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Desmond Hodges' and the Rule 23 Massachusetts Class members' work hours were recorded and paid at time-and-a-half (1.5) of their regular rates of pay.

122. M.G.L. c. 151 § 20 provides that as a remedy for a violation of M.G.L. c. 151 § 1A, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) plus twice of this amount in liquidated damages (treble damages), plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT III
(Brought by Desmond Hodges Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF M.G.L. c. 149, § 148 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

123. Plaintiffs re-allege and incorporate all previous paragraphs herein.

124. Defendant had employees in its service within the meaning of M.G.L. c. 149, § 148.

125. Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class were employees in the service of Defendant within the meaning of M.G.L. c. 149, § 148.

126. Defendant failed to pay Plaintiff Desmond Hodges and the other members of the Rule 23 Massachusetts Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays,

driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

127. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Desmond Hodges' and the Rule 23 Massachusetts Class members' work hours were recorded and paid at their regular rates of pay.

128. On September 11, 2020, Plaintiff Desmond Hodges filed a complaint with the Massachusetts Attorney General regarding Defendant's violations of M.G.L. c. 149, § 148.

129. M.G.L. c. 149, § 150 provides that as a remedy for a violation of M.G.L. c. 149, § 148, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) plus twice of this amount in liquidated damages (treble damages), plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT IV
(Brought by Demar Bennett Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF WASH. REV. CODE ANN. § 49.46.130 - FAILURE TO PAY OVERTIME

130. Plaintiffs re-allege and incorporate all previous paragraphs herein.

131. Defendant was an "employer" of Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class within the meaning of Wash. Rev. Code Ann. § 49.46.010(4).

132. Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class were “employees” of Defendant, within the meaning of Wash. Rev. Code Ann. § 49.46.010(3).

133. Defendant employed Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class, within the meaning of Wash. Rev. Code Ann. § 49.46.010(2).

134. Defendant required Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class to work over forty (40) hours in most weeks.

135. Defendant failed to pay Demar Bennett and the other members of the Rule 23 Washington Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

136. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class were in excess of forty (40) hours and should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Wash. Rev. Code Ann. § 49.46.130, but instead were not paid at all.

137. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Demar Bennett’s and the Rule 23 Washington Class

members' work hours were recorded and paid at time-and-a-half (1.5) of their regular rates of pay.

138. Wash. Rev. Code Ann. § 49.46.090 provides that as a remedy for a violation of Wash. Rev. Code Ann. § 49.46.130, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) plus pre-judgment interest, costs, and reasonable attorneys' fees.

139. Further, because Defendant's failure to pay Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class violated Wash. Rev. Code Ann. § 49.52.050 (an employer may not "[w]ilfully and with intent to deprive the employee of any part of his or her wages, [] pay any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract"), they are entitled to liquidated damages under Wash. Rev. Code Ann. § 49.52.070.

COUNT V

(Brought by Demar Bennett Individually and as a Class Action Under Fed. R. Civ. P. 23)

VIOLATIONS OF WASH. REV. CODE ANN. § 49.46.020 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

140. Plaintiffs re-allege and incorporate all previous paragraphs herein.

141. Defendant was an "employer" of Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class within the meaning of Wash. Rev. Code Ann. § 49.46.010(4).

142. Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class were “employees” of Defendant, within the meaning of Wash. Rev. Code Ann. § 49.46.010(3).

143. Defendant employed Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class, within the meaning of Wash. Rev. Code Ann. § 49.46.010(2).

144. Under the WMWA, “hourly workers must receive their contractual rate of pay or minimum wage, whichever is higher, for each hour worked.” *See Hill v. Xerox Bus. Servs., LLC*, 191 Wash. 2d 751, 756, 426 P.3d 703, 706 (2018).

145. Defendant failed to pay Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

146. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Demar Bennett’s and the Rule 23 Washington Class members’ work hours were recorded and paid at their regular rates of pay.

147. Wash. Rev. Code Ann. § 49.46.090 provides that as a remedy for a violation of Wash. Rev. Code Ann. § 49.46.020, an employee is entitled to his or

her unpaid wages (and unpaid overtime if applicable) plus pre-judgment interest, costs, and reasonable attorneys' fees.

148. Further, because Defendant's failure to pay Plaintiff Demar Bennett and the other members of the Rule 23 Washington Class violated Wash. Rev. Code Ann. § 49.52.050 (an employer may not "[w]ilfully and with intent to deprive the employee of any part of his or her wages, [] pay any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract"), they are entitled to liquidated damages under Wash. Rev. Code Ann. § 49.52.070.

COUNT VI
(Brought by Timothy Corvin Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF 43 PA. STAT. ANN. § 333.104(c) – FAILURE TO PAY OVERTIME

149. Plaintiffs re-allege and incorporate all previous paragraphs herein.

150. Defendant was an "employer" of Plaintiff Timothy Corvin and the other members of the Pennsylvania Class within the meaning of 43 Pa. Stat. Ann. § 333.103(g).

151. Plaintiff Timothy Corvin and the other members of the Pennsylvania Class were "employees" of Defendant, within the meaning of 43 Pa. Stat. Ann. § 333.103(h).

152. Defendant employed Plaintiff Timothy Corvin and the other members of the Pennsylvania Class, within the meaning of 43 Pa. Stat. Ann. § 333.103(f).

153. Defendant required Plaintiff Timothy Corvin and the other members of the Pennsylvania Class to work over forty (40) hours in most weeks.

154. Defendant failed to pay Plaintiff Timothy Corvin and the other members of the Pennsylvania Class for all hours worked, as alleged herein.

155. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Timothy Corvin and the other members of the Pennsylvania Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* 43 Pa. Stat. Ann. § 333.104(c), but instead were not paid at all.

156. 43 Pa. Stat. Ann. § 333.113 provides that as a remedy for a violation of 43 Pa. Stat. Ann. § 333.104(c), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable), plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT VII
(Brought by Timothy Corvin Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF 43 PA. STAT. ANN. § 260.3(a) – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

157. Plaintiffs re-allege and incorporate all previous paragraphs herein.

158. Defendant was an “employer” of Plaintiff Timothy Corvin and the other members of the Pennsylvania Class within the meaning of 43 Pa. Stat. Ann. § 260.2a.

159. Plaintiff Timothy Corvin and the other members of the Pennsylvania Class were “employees” of Defendant, for purposes of the WPCL.

160. The WPCL requires an employer to “pay all wages, other than fringe benefits and wage supplements, due to [] employes on regular paydays designated in advance by the employer....” 43 Pa. Stat. Ann. § 260.3(a).

161. Defendant failed to pay Plaintiff Timothy Corvin and the other members of the Pennsylvania Class wages for all hours worked, as alleged herein.

162. The WPCL provides that as a remedy for a violation of 43 Pa. Stat. Ann. § 333.104(c), an employee may bring a civil action to recover unpaid wages and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys’ fees. *See* 43 Pa. Stat. Ann. § 260.9a(b) and (f); 43 Pa. Stat. Ann. § 260.10.

COUNT VIII
(Brought by Khalif Davis-Harris and Aaron Tutt Individually and as a Class
Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF N.J. STAT. ANN. § 34:11-56a4(b) – FAILURE TO PAY
OVERTIME

163. Plaintiffs re-allege and incorporate all previous paragraphs herein.

164. Defendant was an “employer” of Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class within the meaning of N.J. Stat. § 34:11-56a1(g).

165. Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class were “employees” of Defendant, within the meaning of N.J. Stat. § 34:11-56a1(h).

166. Defendant employed Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class, within the meaning of N.J. Stat. § 34:11-56a1(f).

167. Defendant required Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class to work over forty (40) hours in most weeks.

168. Defendant failed to pay Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class for all hours worked, as alleged herein.

169. In many weeks, the hours worked for which Defendant failed to pay Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* N.J. Stat. Ann. § 34:11-56a4(b), but instead were not paid at all.

170. N.J. Stat. § 34:11-58 provides that as a remedy for a violation of N.J. Stat. Ann. § 34:11-56a4(b), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and twice of this amount in liquidated damages (treble damages), plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT IX
(Brought by Khalif Davis-Harris and Aaron Tutt Individually and as a Class
Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF N.J. STAT. ANN. § 34:11-4.4 – FAILURE TO PAY
HOURLY WAGES FOR NON-OVERTIME WORK

171. Plaintiffs re-allege and incorporate all previous paragraphs herein.

172. Defendant was an “employer” of Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class within the meaning of N.J. Stat. § 34:11-4.1(a).

173. Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class were “employees” of Defendant, within the meaning of N N.J. Stat. § 34:11-4.1(b).

174. The NJWPL requires an employer to “pay the full amount of wages due to his employees at least twice during each calendar month, on regular paydays designated in advance by the employer....” N.J. Stat. § 34:11-4.2.

175. The NJWPL prohibits an employer from “withhold[ing] or divert[ing] any portion of an employee's wage unless the employer is required or

empowered to do so by New Jersey or United States law” or the wage is withheld pursuant to other exceptions not at issue here. N.J. Stat. Ann. § 34:11-4.4.

176. The statute defines “wages” as “direct monetary compensation for labor or services rendered by an employee, where the amount is determined on a time, task, piece, or commission basis excluding any form of supplementary incentives and bonuses which are calculated independently of regular wages and paid in addition thereto.” N.J. Stat. Ann. § 34:11-4.1.

177. Defendant failed to pay Plaintiffs Khalif Davis-Harris and Aaron Tutt and the other members of the New Jersey Class wages for all hours worked, as alleged herein.

178. N.J. Stat. § 34:11-58 provides that as a remedy for a violation of N.J. Stat. § 34:11-4.2, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and twice of this amount in liquidated damages (treble damages), plus pre-judgment interest, costs, and reasonable attorneys’ fees.

COUNT X
(Brought by Wayne Hurst Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF MD. CODE ANN., LAB. & EMPL. § 3-415(a) - FAILURE TO PAY OVERTIME

179. Plaintiffs re-allege and incorporate all previous paragraphs herein.

180. Defendant was an “employer” of Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class within the meaning of Md. Code Ann., Lab. & Empl. § 3-401.

181. Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class were “employees” of Defendant, for purposes of the MWHL.

182. Defendant employed Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class, for purposes of the MWHL.

183. Defendant required Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class to work over forty (40) hours in most weeks.

184. Defendant failed to pay Wayne Hurst and the other members of the Rule 23 Maryland Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

185. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class were in excess of forty (40) hours and should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Md. Code Ann., Lab. & Empl. § 3-415(a), but instead were not paid at all.

186. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Wayne Hurst's and the Rule 23 Maryland Class members' work hours were recorded and paid at time-and-a-half (1.5) of their regular rates of pay.

187. Md. Code Ann., Lab. & Empl. § 3-427 provides that as a remedy for a violation of Md. Code Ann., Lab. & Empl. § 3-415(a), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XI
(Brought by Wayne Hurst Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF MD. CODE ANN., LAB. & EMPL. § 3-502 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

188. Plaintiffs re-allege and incorporate all previous paragraphs herein.

189. Defendant was an “employer” of Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class within the meaning of Md. Code Ann., Lab. & Empl. § 3-501(b).

190. Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class were “employees” of Defendant, for purposes of the MWPCCL.

191. Defendant employed Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class, for purposes of the MWPCCL.

192. Defendant failed to pay Plaintiff Wayne Hurst and the other members of the Rule 23 Maryland Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

193. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Wayne Hurst's and the Rule 23 Maryland Class members' work hours were recorded and paid at their regular rates of pay.

194. Md. Code Ann., Lab. & Empl. § 3-507.2 provides that as a remedy for a violation of Md. Code Ann., Lab. & Empl. § 3-502, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and treble damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XII
(Brought by Allen Miller Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF KY. REV. STAT. § 337.285 - FAILURE TO PAY OVERTIME

195. Plaintiffs re-allege and incorporate all previous paragraphs herein.

196. Defendant was an "employer" of Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class, within the meaning of Ky. Rev. Stat. § 337.010(1)(d).

197. Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class were “employees” of Defendant, within the meaning of Ky. Rev. Stat. § 337.010(2)(a).

198. Defendant employed Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class, for purposes of the Kentucky Wage Act.

199. Defendant required Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class to work over forty (40) hours in most weeks.

200. Defendant failed to pay Allen Miller and the other members of the Rule 23 Kentucky Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

201. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class were in excess of forty (40) hours and should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Ky. Rev. Stat. § 337.285, but instead were not paid at all.

202. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Allen Miller’s and the Rule 23 Kentucky Class

members' work hours were recorded and paid at time-and-a-half (1.5) of their regular rates of pay.

203. Ky. Rev. Stat. § 337.385 provides that as a remedy for a violation of Ky. Rev. Stat. § 337.285, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XIII
(Brought by Allen Miller Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF KY. REV. STAT. § 337.020 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

204. Plaintiffs re-allege and incorporate all previous paragraphs herein.

205. Defendant was an “employer” of Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class, within the meaning of Ky. Rev. Stat. § 337.010(1)(d).

206. Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class were “employees” of Defendant, within the meaning of Ky. Rev. Stat. § 337.010(2)(a).

207. Defendant employed Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class, for purposes of the Kentucky Wage Act.

208. Defendant failed to pay Plaintiff Allen Miller and the other members of the Rule 23 Kentucky Class for all hours worked, including loading and

cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

209. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Allen Miller's and the Rule 23 Kentucky Class members' work hours were recorded and paid at their regular rates of pay.

210. Ky. Rev. Stat. § 337.385 provides that as a remedy for a violation of Ky. Rev. Stat. § 337.020, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XIV

(Brought by Caleb Ross Individually and as a Class Action Under Fed. R. Civ. P. 23)

VIOLATIONS OF N.Y. COMP. CODES R. & REGS. TIT. 12, § 142-2.2 - FAILURE TO PAY OVERTIME

211. Plaintiffs re-allege and incorporate all previous paragraphs herein.

212. Defendant was an "employer" of Plaintiff Caleb Ross and the other members of the Rule 23 New York Class, within the meaning of N.Y. Lab. Law § 651(6).

213. Plaintiff Caleb Ross and the other members of the Rule 23 New York Class were "employees" of Defendant, within the meaning of N.Y. Lab. Law § 651(5).

214. Defendant employed Plaintiff Caleb Ross and the other members of the Rule 23 New York Class, for purposes of the New York Minimum Wage Act.

215. Defendant required Plaintiff Caleb Ross and the other members of the Rule 23 New York Class to work over forty (40) hours in most weeks.

216. Defendant failed to pay Caleb Ross and the other members of the Rule 23 New York Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

217. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Caleb Ross and the other members of the Rule 23 New York Class were in excess of forty (40) hours and should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* N.Y. Comp. Codes R. & Regs. tit. 12, § 142-2.2, but instead were not paid at all.

218. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Caleb Ross' and the Rule 23 New York Class members' work hours were recorded and paid at time-and-a-half (1.5) of their regular rates of pay.

219. N.Y. Lab. Law § 663 provides that as a remedy for a violation of N.Y. Comp. Codes R. & Regs. tit. 12, § 142-2.2, an employee is entitled to his or

her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XV
(Brought by Caleb Ross Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF N.Y. LAB. LAW § 191(1)(a)(i) – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

220. Plaintiffs re-allege and incorporate all previous paragraphs herein.

221. Defendant was an “employer” of Plaintiff Caleb Ross and the other members of the Rule 23 New York Class, within the meaning of N.Y. Lab. Law § 190(3).

222. Plaintiff Caleb Ross and the other members of the Rule 23 New York Class were “employees” of Defendant, within the meaning of N.Y. Lab. Law § 190(2).

223. Plaintiff Caleb Ross and the other members of the Rule 23 New York Class were “manual workers,” within the meaning of N.Y. Lab. Law § 190(4).

224. Defendant employed Plaintiff Caleb Ross and the other members of the Rule 23 New York Class, for purposes of New York’s Wage Theft Prevention Act.

225. Defendant failed to pay Plaintiff Caleb Ross and the other members of the Rule 23 New York Class for all hours worked, including loading and

cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

226. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Caleb Ross' and the Rule 23 New York Class members' work hours were recorded and paid at their regular rates of pay.

227. N.Y. Lab. Law § 198 provides that as a remedy for a violation of N.Y. Lab. Law § 191(1)(a)(i), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XVI
(Brought by Caleb Ross Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF VA. CODE ANN. § 40.1-29.2 - FAILURE TO PAY OVERTIME

228. Plaintiffs re-allege and incorporate all previous paragraphs herein.

229. 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 process in subsection J of § 40.1-29.”

230. Defendant was an “employer” of Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class, for purposes of the VOWA.

231. Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class were “employees” of Defendant, for purposes of the VOWA.

232. Defendant employed Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class, for purposes of the VOWA.

233. Defendant required Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class to work over forty (40) hours in most weeks.

234. Defendant failed to pay Caleb Ross and the other members of the Rule 23 Virginia Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

235. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class were in excess of forty (40) hours and should have been paid at time-and-a-half (1.5) of their regular rates of pay, but instead were not paid at all.

236. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Caleb Ross’ and the Rule 23 Virginia Class members’

work hours were recorded and paid at time-and-a-half (1.5) of their regular rates of pay.

237. Va. Code Ann. § 40.1-29.2 and Va. Code Ann. § 40.1-29(J) provide that as a remedy for a violation of the FLSA's overtime requirements, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XVII

(Brought by Caleb Ross Individually and as a Class Action Under Fed. R. Civ. P. 23)

VIOLATIONS OF VA. CODE ANN. § 40.1-29(A) – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

238. Plaintiffs re-allege and incorporate all previous paragraphs herein.

239. Defendant was an “employer” of Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class, for purposes of the VWPA.

240. Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class were “employees” of Defendant, for purposes of the VWPA.

241. Defendant employed Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class, for purposes of the VWPA.

242. Defendant failed to pay Plaintiff Caleb Ross and the other members of the Rule 23 Virginia Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or

riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

243. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Caleb Ross' and the Rule 23 Virginia Class members' work hours were recorded and paid at their regular rates of pay.

244. Va. Code Ann. § 40.1-29(J) provides that as a remedy for a violation of Va. Code Ann. § 40.1-29(J), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XVIII
(Brought by Jose Terriquez Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF CAL. LABOR CODE §§ 218.6, 558, & 1194, - FAILURE TO PAY OVERTIME

245. Plaintiffs re-allege and incorporate all previous paragraphs herein.

246. Defendant was an "employer" of Plaintiff Jose Terriquez and the other members of the Rule 23 California Class, for purposes of the California Labor Code and Wage Orders.

247. Plaintiff Jose Terriquez and the other members of the Rule 23 California Class were "employees" of Defendant, for purposes of the California Labor Code and Wage Orders.

248. Defendant employed Plaintiff Jose Terriquez and the other members of the Rule 23 California Class, for purposes of the California Labor Code and Wage Orders.

249. Pursuant to California Labor Code §§ 510, 1198, and applicable wage orders, Defendant was required to compensate Plaintiff and the members of the Rule 23 California Class for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive workday.

250. Defendant required Plaintiff Jose Terriquez and the other members of the Rule 23 California Class to work over eight (8) hours on most days and over forty (40) hours in most weeks.

251. Defendant failed to pay Jose Terriquez and the other members of the Rule 23 California Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant's timekeeping system.

252. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Jose Terriquez and the other members of the Rule 23 California Class were in excess of eight (8) hours in a day and/or forty (40) hours in a week and should have been paid at time-and-a-half (1.5) or double their regular rates of pay, but instead were not paid at all.

253. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Jose Terriquez's and the Rule 23 California Class members' work hours were recorded and paid at time-and-a-half (1.5) of their regular rates of pay.

254. Cal. Lab. Code § 1194 provides that as a remedy for a violation of the California Labor Code's overtime requirements, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages plus pre-judgment interest, costs, and reasonable attorneys' fees. *See also* Cal Lab Code § 1194.3.

COUNT XIX
(Brought by Jose Terriquez Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF CAL. LABOR CODE §§ 204, 221-223 1194 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

255. Plaintiffs re-allege and incorporate all previous paragraphs herein.

256. Defendant was an “employer” of Plaintiff Jose Terriquez and the other members of the Rule 23 California Class, for purposes of the California Labor Code.

257. Plaintiff Jose Terriquez and the other members of the Rule 23 California Class were “employees” of Defendant, for purposes of the California Labor Code.

258. Defendant employed Plaintiff Jose Terriquez and the other members of the Rule 23 California Class, for purposes of the California Labor Code.

259. The California Supreme Court has long held that “the FLSA model of averaging all hours worked ‘in any work week’ to compute an employer's minimum wage obligation under California law is inappropriate. The minimum wage standard applies to each hour worked by respondents for which they were not paid.” *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324, 37 Cal. Rptr. 3d 460, 468 (2005).

260. Defendant failed to pay Plaintiff Jose Terriquez and the other members of the Rule 23 California Class for all hours worked, including loading and cleaning their work vehicles at the beginning of their workdays, driving and/or riding to their job site, and other portions of their workday that their foremen failed to report in Defendant’s timekeeping system.

261. Defendant knowingly and/or recklessly disregarded its obligation to ensure that all of Plaintiff Jose Terriquez's and the Rule 23 California Class members' work hours were recorded and paid at their regular rates of pay.

262. Cal. Lab. Code § 1194 provides that as a remedy for a violation of the California Labor Code's non-overtime wage requirements, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees. *See also* Cal Lab Code §§ 1194.2, 1194.3.

COUNT XX
(Brought by Jose Terriquez Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF CAL. BUS. & PROF. CODE § 17200 – UNLAWFUL, UNFAIR, AND/OR FRAUDULENT BUSINESS ACTS

263. Plaintiffs re-allege and incorporate all previous paragraphs herein.

264. Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Cal. Bus. & Prof. Code § 17200, *et seq.*

265. Defendant's unlawful, unfair, and/or fraudulent business acts and practices that harmed Plaintiff Jose Terriquez and members of the Rule 23 California Class include:

a. Failing to pay Plaintiff and members of the Rule 23 California Class overtime premium for hours worked over eight (8) hours in a day and/or forty (40) per week; and

b. Failing to pay Plaintiff Jose Terriquez and members of the Rule 23 California Class for all hours worked, including travel time.

266. Plaintiff Jose Terriquez and the members of the Rule 23 California Class lost money and property as a result of Defendant's unlawful business practices described above.

267. Pursuant to the UCL, Plaintiff Jose Terriquez and the members of the Rule 23 California Class are entitled to restitution of money or property gained by Defendant, by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

268. Pursuant to the UCL, Plaintiff Jose Terriquez and the members of the Rule 23 California Class are entitled to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining Defendant from engaging in the unlawful business practices described above, Plaintiff Jose Terriquez and the general public will be irreparably injured.

269. Plaintiff Jose Terriquez and the members of the Rule 23 California Class have no plain, speedy, and adequate remedy at law. Defendant, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in violation of the UCL, in derogation of the rights of Plaintiff Jose Terriquez and Rule 23 Class Members and of the general public.

270. Plaintiff Jose Terriquez’s success in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the general public.

271. Defendant’s numerous violations of local and California law constitute unlawful business actions and practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*

272. Pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*, Plaintiff Jose Terriquez and the members of the Rule 23 California Class are entitled to restitution for all wages and interest that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action and a declaration that Defendant’s business practices are unfair within the meaning of the statute, in addition to an award of attorneys’ fees and costs pursuant to Cal. Code Civ. Proc. § 1021.5 and other applicable law, and costs.

COUNT XXI
(Brought by Gregory Weaver Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF IMWL – FAILURE TO PAY OVERTIME

273. Plaintiffs re-allege and incorporate all previous paragraphs herein.

274. Defendant was an “employer” of Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class within the meaning of 820 Ill. Comp. Stat. Ann. 105/3(c).

275. Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class were “employees” of Defendant, within the meaning of 820 Ill. Comp. Stat. Ann. 105/3(d).

276. Defendant employed Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class.

277. Defendant required Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class to work over forty (40) hours in most weeks.

278. Defendant failed to pay Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class for all hours worked, as alleged herein.

279. In many weeks, the hours worked for which Defendant failed to pay Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* 820 Ill. Comp. Stat. Ann. 105/4a(1), but instead were not paid at all.

280. 820 Ill. Comp. Stat. Ann. 105/12 provides that as a remedy for a violation of the IMWL, an employee is entitled to treble the amount of any such underpayments together with costs and such reasonable attorney’s fees as may be allowed by the Court, and damages of 5% of the amount of any such underpayments for each month following the date of payment during which such underpayments remain unpaid.

COUNT XXII

(Brought by Gregory Weaver Individually and as a Class Action Fed. R. Civ. P. 23)

VIOLATIONS OF IWPCA – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

281. Plaintiffs re-allege and incorporate all previous paragraphs herein.

282. Defendant was an “employer” of Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class within the meaning of 820 Ill. Comp. Stat. Ann. 115/2.

283. Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class were “employees” of Defendant, for purposes of the 820 Ill. Comp. Stat. Ann. 115/2.

284. The IWPCA provides that “All wages earned by any employee during a semi-monthly or bi-weekly pay period shall be paid to such employee not later than 13 days after the end of the pay period in which such wages were earned,” and that “[a]ll wages earned by any employee during a weekly pay period shall be paid not later than 7 days after the end of the weekly pay period in which the wages were earned.” 820 Ill. Comp. Stat. Ann. 115/4.

285. Defendant failed to pay Plaintiff Gregory Weaver and the other members of the Rule 23 Illinois Class wages for all hours worked, as alleged herein.

286. The IWPCA provides that as a remedy for a violation of 820 Ill. Comp. Stat. Ann. 115/4, an employee may bring a civil action to recover unpaid wages and liquidated damages, plus costs and reasonable attorneys' fees. *See* 820 Ill. Comp. Stat. Ann. 115/14(a).

COUNT XXIII
(Brought by John Doe 1 Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF ARK. CODE ANN. § 11-4-211 – FAILURE TO PAY OVERTIME

287. Plaintiffs re-allege and incorporate all previous paragraphs herein.

288. Defendant was an “employer” of Plaintiff John Doe 1 and the other members of the Rule 23 Arkansas Class, for purposes of the Arkansas Wage Acts.

289. Plaintiff John Doe 1 and the other members of the Rule 23 Arkansas Class were “employees” of Defendant, for purposes of the Arkansas Wage Acts.

290. Defendant employed Plaintiff John Doe 1 and the other members of the Rule 23 Arkansas Class.

291. Defendant required Plaintiff John Doe 1 and the other members of the Rule 23 Arkansas Class to work over forty (40) hours in most weeks.

292. Defendant failed to pay Plaintiff John Doe 1 and the other members of the Rule 23 Arkansas Class for all hours worked, as alleged herein.

293. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 1 and the other members of the Rule 23 Arkansas Class were

in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Ark. Code Ann. § 11-4-211, but instead were not paid at all.

294. Ark. Code Ann. § 11-4-218 provides that as a remedy for a violation of Ark. Code Ann. § 11-4-211, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXIV

(Brought by John Doe 2 Individually and as a Class Action Under Fed. R. Civ. P. 23)

**VIOLATIONS OF 7 COLO. CODE REGS. § 1103-1, RULE 4.1.1 –
FAILURE TO PAY OVERTIME**

295. Plaintiffs re-allege and incorporate all previous paragraphs herein.

296. Defendant was an “employer” of Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class, for purposes of the Colorado Wage Acts.

297. Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class were “employees” of Defendant, for purposes of the Colorado Wage Acts.

298. Defendant employed Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class.

299. Defendant required Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class to work over forty (40) hours in most weeks.

300. Defendant failed to pay Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class for all hours worked, as alleged herein.

301. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* 7 Colo. Code Regs. § 1103-1, Rule 4.1.1, but instead were not paid at all.

302. 7 Colo. Code Regs. § 1103-1, Rule 4.1(a) provides that as a remedy for a violation of 7 Colo. Code Regs. § 1103-1, Rule 4.1.1, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable), plus pre-judgment interest, costs, and reasonable attorneys' fees.

303. Further, Colo. Rev. Stat. § 8-4-109(3)(b) provides that “if an employer fails or refuses to pay ... all earned, vested, and determinable wages or compensation ... within fourteen days after a civil action or administrative claim for the wages or compensation is sent to or served on the employer, the employer is liable to the employee or group of similarly situated employees for the amount of the earned, vested, determinable, and unpaid wages or compensation plus an automatic penalty of” up to “three times the amount of the unpaid wages....”. *See also* Colo. Rev. Stat. § 8-4-110 (authorizing awards of attorneys' fees and costs).

COUNT XXV

(Brought by John Doe 2 Individually and as a Class Action Fed. R. Civ. P. 23)

VIOLATIONS OF COLO. REV. STAT. § 8-4-109(1)(a) – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

304. Plaintiffs re-allege and incorporate all previous paragraphs herein.

305. Defendant was an “employer” of Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class, for purposes of the Colorado Wage Acts.

306. Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class were “employees” of Defendant, for purposes of the Colorado Wage Acts.

307. Defendant failed to pay Plaintiff John Doe 2 and the other members of the Rule 23 Colorado Class wages for all hours worked, as alleged herein.

308. Colo. Rev. Stat. § 8-4-109(3)(b) provides that “if an employer fails or refuses to pay ... all earned, vested, and determinable wages or compensation ... within fourteen days after a civil action or administrative claim for the wages or compensation is sent to or served on the employer, the employer is liable to the employee or group of similarly situated employees for the amount of the earned, vested, determinable, and unpaid wages or compensation plus an automatic penalty of” up to “three times the amount of the unpaid wages....”. *See also* Colo. Rev. Stat. § 8-4-110 (authorizing awards of attorneys’ fees and costs).

COUNT XXVI

(Brought by John Doe 3 Individually and as a Class Action Under Fed. R. Civ. P. 23)

VIOLATIONS OF CONN. GEN. STAT. § 31-60(a) – FAILURE TO PAY OVERTIME

309. Plaintiffs re-allege and incorporate all previous paragraphs herein.

310. Defendant was an “employer” of Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class, for purposes of the Connecticut Wage Acts.

311. Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class were “employees” of Defendant, for purposes of the Connecticut Wage Acts.

312. Defendant employed Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class.

313. Defendant required Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class to work over forty (40) hours in most weeks.

314. Defendant failed to pay Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class for all hours worked, as alleged herein.

315. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class were in excess of forty (40) and thus should have been paid at time-and-a-half

(1.5) of their regular rates of pay, *see* Conn. Gen. Stat. § 31-60(a), but instead were not paid at all.

316. Conn. Gen. Stat. § 31-76(b) provides that as a remedy for a violation of Conn. Gen. Stat. § 31-60(a), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and punitive damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXVII

(Brought by John Doe 3 Individually and as a Class Action Fed. R. Civ. P.

23)

**VIOLATIONS OF CONN. GEN. STAT. § 31-71b(a)(1) – FAILURE TO PAY
HOURLY WAGES FOR NON-OVERTIME WORK**

317. Plaintiffs re-allege and incorporate all previous paragraphs herein.

318. Defendant was an “employer” of Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class, for purposes of the Connecticut Wage Acts.

319. Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class were “employees” of Defendant, for purposes of the Connecticut Wage Acts.

320. Defendant failed to pay Plaintiff John Doe 3 and the other members of the Rule 23 Connecticut Class wages for all hours worked, as alleged herein.

321. Conn. Gen. Stat. § 31-72 provides that as a remedy for a violation of Conn. Gen. Stat. § 31-71b(a)(1), an employee is entitled to his or her unpaid

wages (and unpaid overtime if applicable) and liquidated damages plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXVIII
(Brought by John Doe 4 Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF D.C. CODE § 32-1003(c) – FAILURE TO PAY OVERTIME

322. Plaintiffs re-allege and incorporate all previous paragraphs herein.

323. Defendant was an “employer” of Plaintiff John Doe 4 and the other members of the Rule 23 DC Class, for purposes of the DC Wage Acts.

324. Plaintiff John Doe 4 and the other members of the Rule 23 DC Class were “employees” of Defendant, for purposes of the DC Wage Acts.

325. Defendant employed Plaintiff John Doe 4 and the other members of the Rule 23 DC Class.

326. Defendant required Plaintiff John Doe 4 and the other members of the Rule 23 DC Class to work over forty (40) hours in most weeks.

327. Defendant failed to pay Plaintiff John Doe 4 and the other members of the Rule 23 DC Class for all hours worked, as alleged herein.

328. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 4 and the other members of the Rule 23 DC Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of

their regular rates of pay, *see* D.C. Code § 32-1003(c), but instead were not paid at all.

329. D.C. Code § 32-1012 provides that as a remedy for a violation of D.C. Code § 32-1003(c), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXIX

(Brought by John Doe 4 Individually and as a Class Action Fed. R. Civ. P. 23)
VIOLATIONS OF D.C. CODE § 32-1302 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

330. Plaintiffs re-allege and incorporate all previous paragraphs herein.

331. Defendant was an “employer” of Plaintiff John Doe 4 and the other members of the Rule 23 DC Class, for purposes of the DC Wage Acts.

332. Plaintiff John Doe 4 and the other members of the Rule 23 DC Class were “employees” of Defendant, for purposes of the DC Wage Acts.

333. Defendant failed to pay Plaintiff John Doe 4 and the other members of the Rule 23 DC Class wages for all hours worked, as alleged herein.

334. D.C. Code § 32-1308 provides that as a remedy for a violation of D.C. Code § 32-1302, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXX

(Brought by John Doe 5 Individually and as a Class Action Under Fed. R. Civ. P. 23)

VIOLATIONS OF HAW. REV. STAT. ANN. § 387-3 – FAILURE TO PAY OVERTIME

335. Plaintiffs re-allege and incorporate all previous paragraphs herein.

336. Defendant was an “employer” of Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class, for purposes of the Hawaii Wage Acts.

337. Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class were “employees” of Defendant, for purposes of the Hawaii Wage Acts.

338. Defendant employed Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class.

339. Defendant required Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class to work over forty (40) hours in most weeks.

340. Defendant failed to pay Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class for all hours worked, as alleged herein.

341. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Haw. Rev. Stat. Ann. § 387-3, but instead were not paid at all.

342. Haw. Rev. Stat. Ann. § 387-12 provides that as a remedy for a violation of Haw. Rev. Stat. Ann. § 387-3, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXXI

(Brought by John Doe 5 Individually and as a Class Action Fed. R. Civ. P. 23)

VIOLATIONS OF HAW. REV. STAT. § 388-2 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

343. Plaintiffs re-allege and incorporate all previous paragraphs herein.

344. Defendant was an “employer” of Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class, for purposes of the Hawaii Wage Acts.

345. Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class were “employees” of Defendant, for purposes of the Hawaii Wage Acts.

346. Defendant failed to pay Plaintiff John Doe 5 and the other members of the Rule 23 Hawaii Class wages for all hours worked, as alleged herein.

347. Haw. Rev. Stat. Ann. § 388-11 provides that as a remedy for a violation of Haw. Rev. Stat. § 388-2, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXXII

(Brought by John Doe 6 Individually and as a Class Action Under Fed. R. Civ. P. 23)

VIOLATIONS OF ME. REV. STAT. TIT. 26, § 664(3) – FAILURE TO PAY OVERTIME

348. Plaintiffs re-allege and incorporate all previous paragraphs herein.

349. Defendant was an “employer” of Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class, for purposes of the Maine Wage Acts.

350. Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class were “employees” of Defendant, for purposes of the Maine Wage Acts.

351. Defendant employed Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class.

352. Defendant required Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class to work over forty (40) hours in most weeks.

353. Defendant failed to pay Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class for all hours worked, as alleged herein.

354. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* 26 M.R.S.A. § 664(3), but instead were not paid at all.

355. 26 M.R.S.A. § 670 provides that as a remedy for a violation of 26 M.R.S.A. § 664(3), an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXXIII

(Brought by John Doe 6 Individually and as a Class Action Fed. R. Civ. P. 23)
VIOLATIONS OF ME. REV. STAT. TIT. 26, § 621-A – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

356. Plaintiffs re-allege and incorporate all previous paragraphs herein.

357. Defendant was an “employer” of Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class, for purposes of the Maine Wage Acts.

358. Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class were “employees” of Defendant, for purposes of the Maine Wage Acts.

359. Defendant failed to pay Plaintiff John Doe 6 and the other members of the Rule 23 Maine Class wages for all hours worked, as alleged herein.

360. As a remedy for a violation of 26 M.R.S.A. § 621-A, an employee is entitled to his or her unpaid wages. *See In re Wage Payment Litig. v. Wal-Mart Stores, Inc.*, 2000 ME 162, 759 A.2d 217, 221-24.

COUNT XXXIV

(Brought by John Doe 7 Individually and as a Class Action Under Fed. R. Civ. P. 23)

VIOLATIONS OF MINN. STAT. ANN. § 177.25 – FAILURE TO PAY OVERTIME

361. Plaintiffs re-allege and incorporate all previous paragraphs herein.

362. Defendant was an “employer” of Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class, for purposes of the Minnesota Wage Acts.

363. Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class were “employees” of Defendant, for purposes of the Minnesota Wage Acts.

364. Defendant employed Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class.

365. Defendant required Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class to work over forty (40) hours in most weeks.

366. Defendant failed to pay Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class for all hours worked, as alleged herein.

367. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of

their regular rates of pay, *see* Minn. Stat. Ann. § 177.25, but instead were not paid at all.

368. Minn. Stat. Ann. § 177.27(8) provides that as a remedy for a violation of Minn. Stat. Ann. § 177.25, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXXV

(Brought by John Doe 7 Individually and as a Class Action Fed. R. Civ. P. 23)

VIOLATIONS OF MINN. STAT. ANN. § 181.10 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

369. Plaintiffs re-allege and incorporate all previous paragraphs herein.

370. Defendant was an “employer” of Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class, for purposes of the Minnesota Wage Acts.

371. Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class were “employees” of Defendant, for purposes of the Minnesota Wage Acts.

372. Defendant failed to pay Plaintiff John Doe 7 and the other members of the Rule 23 Minnesota Class wages for all hours worked, as alleged herein.

373. Minn. Stat. Ann. § 181.171 provides that as a remedy for a violation of Minn. Stat. Ann. § 181.10, an employee is entitled to his or her unpaid wages

(and unpaid overtime if applicable) and civil penalties, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXXVI
(Brought by John Doe 8 Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF MO. REV. STAT. § 290.505 – FAILURE TO PAY OVERTIME

374. Plaintiffs re-allege and incorporate all previous paragraphs herein.

375. Defendant was an “employer” of Plaintiff John Doe 8 and the other members of the Rule 23 Missouri Class, for purposes of the Missouri Wage Acts.

376. Plaintiff John Doe 8 and the other members of the Rule 23 Missouri Class were “employees” of Defendant, for purposes of the Missouri Wage Acts.

377. Defendant employed Plaintiff John Doe 8 and the other members of the Rule 23 Missouri Class.

378. Defendant required Plaintiff John Doe 8 and the other members of the Rule 23 Missouri Class to work over forty (40) hours in most weeks.

379. Defendant failed to pay Plaintiff John Doe 8 and the other members of the Rule 23 Missouri Class for all hours worked, as alleged herein.

380. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 8 and the other members of the Rule 23 Missouri Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of

their regular rates of pay, *see* Mo. Rev. Stat. § 290.505, but instead were not paid at all.

381. Mo. Rev. Stat. § 290.527 provides that as a remedy for a violation of Mo. Rev. Stat. § 290.505, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XXXVII
(Brought by John Doe 9 Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF N.R.S. § 608.018 – FAILURE TO PAY OVERTIME

382. Plaintiffs re-allege and incorporate all previous paragraphs herein.

383. Defendant was an “employer” of Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class, for purposes of the Nevada Wage Acts.

384. Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class were “employees” of Defendant, for purposes of the Nevada Wage Acts.

385. Defendant employed Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class.

386. Defendant required Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class to work over forty (40) hours in most weeks.

387. Defendant failed to pay Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class for all hours worked, as alleged herein.

388. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* N.R.S. § 608.018, but instead were not paid at all.

389. N.R.S. § 608.140 provides that as a remedy for a violation of N.R.S. § 608.018, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages plus pre-judgment interest, costs, and reasonable attorneys' fees. *See Neville v. Eighth Judicial Dist. Court of Nev.*, 406 P.3d 499 (Nev. 2017).

COUNT XXXVIII

(Brought by John Doe 9 Individually and as a Class Action Fed. R. Civ. P. 23)

VIOLATIONS OF N.R.S. § 608.016 AND NEV. CONST. ART. 15, § 16. – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

390. Plaintiffs re-allege and incorporate all previous paragraphs herein.

391. Defendant was an “employer” of Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class, for purposes of the Nevada Wage Acts.

392. Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class were “employees” of Defendant, for purposes of the Nevada Wage Acts.

393. N.R.S. § 608.016 states that an “employer shall pay to the employee wages for each hour the employee works.”

394. Defendant failed to pay Plaintiff John Doe 9 and the other members of the Rule 23 Nevada Class wages for all hours worked, as alleged herein.

395. N.R.S. § 608.140 provides that as a remedy for a violation of N.R.S. § 608.016, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages plus pre-judgment interest, costs, and reasonable attorneys' fees. *See Neville v. Eighth Judicial Dist. Court of Nev.*, 406 P.3d 499 (Nev. 2017).

396. Further, Nev. Const. Art. 15, § 16 provides for a private right action for violations thereof. *See Nev. Const. Art. 15, § 16(7)*.

COUNT XXXIX
(Brought by John Doe 10 Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF OHIO REV. CODE ANN. § 4111.03 – FAILURE TO PAY OVERTIME

397. Plaintiffs re-allege and incorporate all previous paragraphs herein.

398. Defendant was an “employer” of Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class, for purposes of the Ohio Wage Acts.

399. Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class were “employees” of Defendant, for purposes of the Ohio Wage Acts.

400. Defendant employed Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class.

401. Defendant required Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class to work over forty (40) hours in most weeks.

402. Defendant failed to pay Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class for all hours worked, as alleged herein.

403. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Ohio Rev. Code Ann. § 4111.03, but instead were not paid at all.

404. Ohio Rev. Code Ann. § 4111.10 provides that as a remedy for a violation of Ohio Rev. Code Ann. § 4111.03, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XL

(Brought by John Doe 10 Individually and as a Class Action Fed. R. Civ. P. 23)

VIOLATIONS OF OHIO REV. CODE ANN. § 4113.15 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

405. Plaintiffs re-allege and incorporate all previous paragraphs herein.

406. Defendant was an “employer” of Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class, for purposes of the Ohio Wage Acts.

407. Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class were “employees” of Defendant, for purposes of the Ohio Wage Acts.

408. Defendant failed to pay Plaintiff John Doe 10 and the other members of the Rule 23 Ohio Class wages for all hours worked, as alleged herein.

409. As a remedy for a violation of Ohio Rev. Code Ann. § 4113.15, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys’ fees.

COUNT XLI
(Brought by John Doe 11 Individually and as a Class Action Under Fed. R. Civ. P. 23)
VIOLATIONS OF OREGON REV. STAT. ANN. § 652.020 – FAILURE TO PAY OVERTIME

410. Plaintiffs re-allege and incorporate all previous paragraphs herein.

411. Defendant was an “employer” of Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class, for purposes of the Oregon Wage Acts.

412. Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class were “employees” of Defendant, for purposes of the Oregon Wage Acts.

413. Defendant employed Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class.

414. Defendant required Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class to work over forty (40) hours in most weeks.

415. Defendant failed to pay Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class for all hours worked, as alleged herein.

416. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Or. Rev. Stat. Ann. § 652.020, but instead were not paid at all.

417. Or. Rev. Stat. Ann. § 652.035 provides that as a remedy for a violation of Or. Rev. Stat. Ann. § 652.020, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XLII

(Brought by John Doe 11 Individually and as a Class Action Fed. R. Civ. P. 23)
VIOLATIONS OF OREGON REV. STAT. ANN. § 652.120 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

418. Plaintiffs re-allege and incorporate all previous paragraphs herein.

419. Defendant was an “employer” of Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class, for purposes of the Oregon Wage Acts.

420. Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class were “employees” of Defendant, for purposes of the Oregon Wage Acts.

421. Defendant failed to pay Plaintiff John Doe 11 and the other members of the Rule 23 Oregon Class wages for all hours worked, as alleged herein.

422. Or. Rev. Stat. Ann. § 652.230 provides that as a remedy for a violation of Or. Rev. Stat. Ann. § 652.120, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XLIII

(Brought by John Doe 12 Individually and as a Class Action Under Fed. R.

Civ. P. 23)

**VIOLATIONS OF WISCONSIN ADMIN. CODE DWD § 274.03 – FAILURE
TO PAY OVERTIME**

423. Plaintiffs re-allege and incorporate all previous paragraphs herein.

424. Defendant was an “employer” of Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class, for purposes of the Wisconsin Wage Acts.

425. Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class were “employees” of Defendant, for purposes of the Wisconsin Wage Acts.

426. Defendant employed Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class.

427. Defendant required Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class to work over forty (40) hours in most weeks.

428. Defendant failed to pay Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class for all hours worked, as alleged herein.

429. In many weeks, the hours worked for which Defendant failed to pay Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class were in excess of forty (40) and thus should have been paid at time-and-a-half (1.5) of their regular rates of pay, *see* Wis. Admin. Code DWD § 274.03, but instead were not paid at all.

430. Wis. Stat. Ann. § 109.09 provides that as a remedy for a violation of Wis. Admin. Code DWD § 274.03, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys' fees.

COUNT XLIV

(Brought by John Doe 12 Individually and as a Class Action Fed. R. Civ. P. 23)
VIOLATIONS OF WISCONSIN STAT. ANN. § 109.03 – FAILURE TO PAY HOURLY WAGES FOR NON-OVERTIME WORK

431. Plaintiffs re-allege and incorporate all previous paragraphs herein.

432. Defendant was an “employer” of Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class, for purposes of the Wisconsin Wage Acts.

433. Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class were “employees” of Defendant, for purposes of the Wisconsin Wage Acts.

434. Defendant failed to pay Plaintiff John Doe 12 and the other members of the Rule 23 Wisconsin Class wages for all hours worked, as alleged herein.

435. Wis. Stat. Ann. § 109.09 provides that as a remedy for a violation of Wis. Stat. Ann. § 109.03, an employee is entitled to his or her unpaid wages (and unpaid overtime if applicable) and liquidated damages, plus pre-judgment interest, costs, and reasonable attorneys’ fees.

RELIEF REQUESTED

WHEREFORE, Plaintiffs request an entry of an Order the following relief:

- a. 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 (Count I);
- b. Certifying this action as a class action (for the Rule 23 Classes) pursuant to Rule 23(b)(2) and (b)(3) with respect to Plaintiffs’ state law claim (Counts II - XLIV);
- c. Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names and addresses of all FLSA Collective members and Rule 23 Class members, and permitting Plaintiff to send notice of this action to all those similarly situated individuals, including the publishing of notice in a manner that is reasonably calculated to apprise the class members of their rights by law to join and participate in this lawsuit;

d. Designating each Named Plaintiff as the representative of the class he purports to represent herein, and undersigned counsel as Class counsel for the same;

e. Declaring Defendant willfully violated the FLSA and the Department of Labor's attendant regulations as cited herein;

f. Declaring Defendant violated the Arkansas Wage Acts, the California Wage Act, the Colorado Wage Acts, the Connecticut Wage Acts, the DC Wage Acts, the Illinois Wage Acts, the Hawaii Wage Acts, the Kentucky Wage Act, the Maine Wage Acts, the Maryland Wage Acts, the Massachusetts Wage Acts, the Minnesota Wage Acts, the Missouri Wage Act, the Nevada Wage Acts, the New Jersey Wage Acts, the New York Wage Acts, the Ohio Wage Acts, the Oregon Wage Acts, the Pennsylvania Wage Acts, the Virginia Wage Acts, the Washington Wage Acts, and the Wisconsin Wage Acts, and that said violations were intentional, willfully oppressive, fraudulent and malicious;

g. Granting judgment in favor of Plaintiffs and against Defendant and awarding Plaintiffs and the FLSA Collective and the Rule 23 Classes the full amount of damages, liquidated damages, interest, and penalties, available by law;

h. Awarding pre- and post-judgment interest to Plaintiffs and the FLSA Collective and the Rule 23 Classes on these damages;

i. Awarding incentive awards to the Named Plaintiffs; and

j. Awarding reasonable attorneys' fees and costs incurred by Plaintiffs in filing this action as provided by statute;

k. Awarding such other and further relief as this Court deems appropriate.

JURY DEMAND

Plaintiffs, individually and on behalf of all others similarly situated, by and through their attorneys, hereby demand 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.

Dated: March 8, 2023

Respectfully submitted,

s/ Jason T. Brown

Jason T. Brown (PHV)
Nicholas Conlon (PHV)
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5297
jtb@jtblawgroup.com
nicholasconlon@jtblawgroup.com

Roger Orlando
THE ORLANDO FIRM, P.C.
315 West Ponce De Leon Avenue, Suite
400
Decatur, GA 30030
T: (404) 373-1800
F: (404) 373-6999
roger@orlandofirm.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on March 8, 2023, I electronically submitted the foregoing document(s) to the Clerk of Court using the ECF System for filing. Based on the records currently on file, the Clerk of Court will transmit a Notice of Electronic Filing to all ECF Registrants in this action.

s/ Jason T. Brown _____

Jason T. Brown