

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

JOY BUNVILLE, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

WIND CREEK IL LLC,

Defendant.

Civil Case No.:

Complaint - Collective and Class Action

JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff JOY BUNVILLE (hereinafter referred to as “Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorneys, BROWN, LLC, hereby brings this Collective and Class Action Complaint against Defendant, WIND CREEK IL LLC (hereinafter referred to as “Defendant”) and states as follows:

INTRODUCTION

1. Plaintiff brings this action, individually and on behalf of all other similarly situated hourly-paid employees who elect to opt in to this action pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), to recover (i) unpaid overtime compensation Defendant failed to pay in violation of the FLSA, 29 U.S.C. §§ 201 et seq.; (ii) unpaid straight-time wages for all hours worked; (iii) liquidated damages pursuant to 29 U.S.C. § 216(b); and (iv) reasonable attorneys’ fees and costs, as a result of Defendant’s willful violations of the FLSA and its implementing regulations.

2. Additionally, Plaintiff brings this action under Federal Rule of Civil Procedure 23, on behalf of herself, individually, and all similarly situated employees of Defendant, who work or worked in Illinois, to recover unpaid wages, overtime wages, plus interest, liquidated damages,

and reasonable attorneys' fees and costs under the Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/1, *et seq.* and the Illinois Wage Payment and Collection Act ("IWPCA"), 820 ILCS 115/1, *et seq.*

3. Defendant operates "Wind Creek Chicago Southland," a casino and resort facility providing customers with casino games, entertainment facilities, a hotel, and related hospitality, event, and guest services.

4. Wind Creek Chicago Southland is located in East Hazel Crest, Illinois.

5. Plaintiff Bunville works for Defendant in East Hazel Crest, Illinois, as a Front Desk Agent in both the hotel and casino portions of the facility.

6. Defendant employs hourly-paid, non-exempt employees in positions on the casino floor, in player services, in front desk and guest services, in valet and transportation services, in food and beverage service, and in other hospitality and gaming-related positions.

7. Plaintiff and the putative FLSA Collective and Rule 23 class members are hourly-paid non-exempt employees employed by Defendant at any time during the three (3) years preceding the filing of this complaint, who were deprived of proper wages as a result of the following unlawful policies and practices maintained by Defendant:

a. Failing to pay hourly-paid non-exempt employees for all hours worked by requiring compensable before and after shifts and in lieu of meal break periods, while applying non-neutral, schedule-anchored rounding practices and clock-in restrictions that reduced payable time to the scheduled shift length rather than the actual time worked; and

b. Failing to properly calculate overtime compensation by excluding non-discretionary shift differentials, bonuses, and other includable compensation from the regular rate of pay used to determine overtime wages, resulting in systemic underpayment of overtime compensation.

8. As a result of these unlawful policies and practices, Defendant failed to pay Plaintiff and similarly situated hourly-paid non-exempt employees for all hours worked, including hours

worked in excess of forty (40) in a workweek, and failed to pay overtime compensation at a rate of not less than one and one-half (1.5) times their regular rate of pay, in violation of the FLSA, IMWL, and IWPCA.

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

All persons employed by Defendant as hourly-paid non-exempt employees in the United States at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

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

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

All persons employed by Defendant as hourly-paid non-exempt employees in the State of Illinois at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

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

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff’s claims raise a federal question.

14. This Court also has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367, as those claims arise from the same nucleus of operative facts as Plaintiff’s federal claims.

15. This Court has personal jurisdiction over Defendant because Defendant is

domiciled in Illinois, conducts substantial business in Illinois, including operating a facility within this District, and because the unlawful wage and hour practices alleged herein occurred in Illinois.

16. Venue is proper in this District because a substantial portion of the events or omissions giving rise to the claims alleged herein occurred in this District, pursuant to 28 U.S.C. § 1391(b).

PARTIES

Defendant

17. Defendant is a limited liability company registered in Illinois that operates a casino with its principal address listed as 1200 Shermer Road, Northbrook, IL 60062.

18. Defendant manages Wind Creek Chicago Southland, a casino and hotel that provides gaming and hospitality services.

19. The website for Wind Creek Chicago Southland lists an address of 17300 South Halsted, East Hazel Crest, Illinois 60429.

20. Defendant has designated the following registered agent for service of process in Illinois: CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago, Illinois 60604.

21. Defendant employs hourly-paid workers at Wind Creek Chicago Southland.

22. During the relevant time period, Defendant employed Plaintiff, members of the collective, and Rule 23 Class members in Illinois as hourly-paid workers.

Plaintiff

23. Plaintiff Joy Bunville is an individual who resides in Richton Park, Illinois.

24. Plaintiff has been employed by Defendant since October 2024 as a Front Desk Agent at Wind Creek Chicago Southland.

25. Plaintiff's written consent to become an FLSA party plaintiff is attached hereto as

Exhibit 1.

FACTUAL ALLEGATIONS¹

26. Defendant WIND CREEK IL LLC operates an integrated gaming and hotel facility in Illinois and, at all relevant times, employed Plaintiff and other hourly, non-exempt employees at that facility.

27. Defendant operates an enterprise engaged in commerce or in the production of goods for commerce, as defined under the FLSA.

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

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

30. Defendant is the "employer" of hourly-paid non-exempt employees within the meaning of the FLSA, IMWL, and IWPCA.

31. Hourly-paid non-exempt employees perform casino, hotel, and other guest-facing and operational duties for Defendant at Wind Creek Chicago Southland, including but not limited to hospitality operations and work on the casino floor, all of which are subject to Defendant's uniform scheduling, timekeeping, and payroll practices.

32. Defendant is contractually and statutorily obligated to pay each hourly-paid non-exempt employee for all hours worked, including all time spent performing work-related activities that are integral and indispensable to their principal job duties.

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

33. Defendant requires hourly-paid non-exempt employees to record their work time by clocking in and out on an electronic timekeeping system, including an electronic timekeeping system such as Kronos.

34. Defendant requires hourly-paid non-exempt employees to follow regular work schedules consisting of multiple shifts per week, with daily shifts commonly scheduled at or around eight hours, exclusive of unpaid meal break periods.

35. For example, Plaintiff's schedule is often from 2:00 pm to 10:30 pm, with a 30-minute unpaid lunch break.

36. Defendant regularly suffers and permits hourly-paid non-exempt employees to work more than forty (40) hours per week.

37. Although hourly-paid non-exempt employees' shifts are scheduled to begin at fixed times, hourly-paid non-exempt employees are effectively required to arrive early to perform preparatory work necessary to perform their jobs and meet Defendant's performance expectations competently.

38. Defendant requires hourly-paid non-exempt employees to be ready to begin work at the scheduled start of their shifts and to complete required shift-related tasks before and after their scheduled paid time.

39. To meet these requirements, hourly-paid non-exempt employees regularly perform work-related tasks outside of paid time, including, but not limited to, tasks such as preparing workstations, receiving or providing shift updates, shift close-out duties, and completing other required opening and closing duties.

40. These required tasks extend beyond scheduled paid time due to operational requirements, staffing practices, or management directives.

41. Defendant's policies and practices result in these pre-shift and post-shift tasks being performed before employees are permitted to be paid for their time.

42. Defendant enforces these practices by maintaining timekeeping rules that limit when hourly-paid non-exempt employees may record paid time, restricting employees from clocking in no more than seven (7) minutes before or after the start of the shift, and applies a seven (7) minute rounding rule tied to scheduled shifts, which results in required pre- and post-shift work not being credited or paid.

43. Defendant's rounding practices also applied to unpaid meal periods, such that when hourly-paid non-exempt employees took meal breaks shorter than the scheduled 30 minutes, the timekeeping system nonetheless rounded the break up to a full 30 minutes and deducted the full amount from paid time, even when employees returned early and performed compensable work.

44. Work performed by hourly-paid non-exempt employees during shortened meal periods, including work performed after returning early from a scheduled meal break, constitutes compensable work time and does not qualify as a bona fide meal period under FLSA or the IMWL.

45. Even when hourly-paid non-exempt employees accurately clock in and out to reflect their actual working time, Defendant's timekeeping system records and payroll practices reduce or adjust payable hours in a manner that does not reflect all work performed.

46. Although the uncompensated time on any given shift was often measured in minutes, these losses occurred repeatedly and predictably, resulting in substantial unpaid time over weeks and months of employment for all hourly-paid non-exempt employees working onsite at Wind Creek Chicago Southland.

47. Defendant pays hourly-paid non-exempt employees based on recorded clock-in and clock-out times generated through its electronic timekeeping system, which systematically fail to

capture and compensate for the pre-shift and post-shift work described above.

48. Hourly-paid non-exempt employees receive non-discretionary premium pay, including higher hourly rates for working weekends and certain designated shifts.

49. This premium pay is paid pursuant to Defendant's established policies and appears regularly on workers' pay records, making it part of their regular compensation.

50. When Defendant pays overtime, it calculates overtime compensation using a regular rate that does not include all non-discretionary premium pay earned by hourly-paid non-exempt employees.

51. As a result, overtime compensation paid to hourly-paid non-exempt employees is based on an artificially lowered regular rate and does not reflect all compensation required to be included under federal and Illinois wage laws.

52. Defendant's payroll records show overtime paid at rates that correspond to base hourly pay rather than a regular rate that accounts for shift differentials, bonuses, and other includable compensation.

53. By failing to include all non-discretionary compensation in the regular rate of pay, Defendant underpays overtime wages owed to hourly-paid non-exempt employees.

54. Defendant's timekeeping and payroll practices also resulted in the failure to make, keep, and preserve accurate records of hours worked and wages paid, as required by the FLSA.

55. As a result of these policies and practices, there are workweeks within the relevant statutory period in which Defendant fails to pay hourly-paid non-exempt employees for all hours worked, including hours worked in excess of forty (40) in a workweek, and fails to pay overtime compensation at the legally required rate.

56. Defendant designed and maintained its scheduling, timekeeping, and payroll

practices with knowledge of the time required for hourly-paid non-exempt employees to perform required pre-shift and post-shift work. Defendant knew that employees were expected to arrive early and perform preparatory and closing tasks necessary to perform their jobs competently, and that such work was integral and indispensable to employees' principal job duties and therefore compensable under federal and Illinois wage laws.

57. Defendant was further aware, or recklessly disregarded, that hourly-paid non-exempt employees regularly performed this required work outside of paid time as a result of Defendant's non-neutral, schedule-anchored rounding and clock-in restrictions, and that this work was frequently not recorded or compensated. Despite this knowledge, Defendant failed to modify its scheduling, timekeeping, or payroll practices to ensure that all compensable work time was captured and paid, resulting in ongoing underpayment of wages.

58. As a result of Defendant's unlawful pay and timekeeping practices, hourly-paid non-exempt employees suffer damages, including unpaid straight-time wages and unpaid overtime compensation, in violation of the FLSA, IMWL, and IWPCA.

COLLECTIVE ACTION ALLEGATIONS

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

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

61. As a result of Defendant's unlawful policies and practices, there are many workweeks in which Defendant fails to compensate members of the FLSA Collective for overtime work at a rate of not less than one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) in a workweek, including by failing to pay overtime hours that are

worked and by failing to calculate overtime compensation using a regular rate that includes all non-discretionary compensation, in violation of the FLSA.

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

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

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

65. The members of the FLSA Collective are similarly situated to Plaintiff in that they were subject to Defendant's common policies and practices that failed to pay all overtime wages due under the FLSA. Specifically, Defendant implemented timekeeping and payroll policies that: (a) systematically applied non-neutral, schedule-anchored rounding and clock-in restrictions in a manner that favored the employer, resulting in employees not being paid for all hours worked; (b) failed to compensate employees for pre- and post-shift work, including work performed before scheduled start times and after scheduled end times; (c) underpaid overtime by reducing weekly totals through non-neutral, schedule-anchored rounding and clock-in restrictions, resulting in overtime hours not being fully compensated; and (d) failed to include all non-discretionary compensation, such as shift differentials and bonuses, in the regular rate for overtime calculations.

66. Certification of the collective action under the FLSA is appropriate because the employees described herein are "similarly situated" to Plaintiff under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiff brings this collective action is similarly situated

because they were subject to the same or similar unlawful policies and practices as stated herein, and their claims are based upon the same factual and legal theories.

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

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

RULE 23 CLASS ACTION ALLEGATIONS

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

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

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

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

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

74. Plaintiff's claims are typical of those of the Rule 23 Class members because Plaintiff and the class members are all hourly-paid non-exempt employees who are subject to the

same timekeeping and payroll policies and practices maintained by Defendant. Plaintiff and the class members suffer the same types of injuries arising from Defendant's alleged failure to pay all straight-time and overtime wages owed. Plaintiff's claims arise from the same course of conduct and are based on the same legal theories as the claims of the Rule 23 Class. Any lawsuit brought by an employee of Defendant would be substantially identical to a suit brought by any other employee for the same violations, and separate litigation would risk inconsistent results.

75. Defendant treats all Rule 23 Class members similarly with respect to compensation by applying the same timekeeping and payroll policies and practices. These policies and practices include failing to pay hourly-paid non-exempt employees for all compensable straight-time and overtime hours worked, including time lost through non-neutral, schedule-anchored rounding and clock-in restrictions, and uncompensated work performed before and after scheduled shifts.

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

77. Defendant's policies and practices affected hourly-paid, non-exempt employees subject to Defendant's timekeeping and payroll policies similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each class member. Plaintiff's claims arise from the same legal theories as all other class members. Therefore, this case will be more manageable and efficient as a Rule 23 class action. Plaintiff and her counsel know of no unusual difficulties in this case.

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

COUNT I
(Individually and Collective Basis Pursuant to 29 U.S.C. § 216(b))

Fair Labor Standards Act 29 U.S.C. § 201, et seq.
Failure to Pay Overtime Compensation

79. Plaintiff re-alleges and incorporates all preceding paragraphs herein.

80. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half (1.5) times the regular rate at which he is employed.

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

82. As a result of the policies and violations alleged herein, including Defendant's non-neutral, schedule-anchored rounding and clock-in restrictions, its failure to compensate hourly-paid non-exempt employees for required pre-shift and post-shift work, and failure to calculate the correct overtime rate, Defendant fails to pay Plaintiff and the FLSA Collective members for all hours worked in excess of forty (40) hours in a workweek.

83. As a result of the policies and violations alleged herein, Defendant failed to pay Plaintiff and other similarly situated employees overtime compensation at a rate of not less than one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.

84. Defendant's conduct was willful and in reckless disregard of the FLSA's requirements.

85. Pursuant to 29 U.S.C. § 216(b), Plaintiff brings this claim individually and on behalf of all similarly situated hourly-paid employees employed by Defendant at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

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

COUNT II
(Individually and Rule 23 Class Pursuant to Fed. R. Civ. P. 23)
IMWL, 820 ILCS 105/1, et seq.
Failure to Pay Overtime Compensation

87. Plaintiff re-alleges and incorporates all preceding paragraphs herein.

88. Defendant suffered and permitted Plaintiff and the Rule 23 Class members to work in excess of forty (40) hours in many workweeks.

89. Defendant failed to pay Plaintiff and the Rule 23 Class overtime compensation at a rate of not less than one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek, as required by 820 ILCS 105/4a.

90. Defendant's policies and practices, including but not limited to non-neutral, schedule-anchored rounding and clock-in restrictions, and failure to pay for all pre- and post-shift work, resulted in the systematic underpayment of overtime wages.

91. Defendant also fails to include all forms of non-discretionary compensation, including shift differentials and bonuses, in the regular rate of pay used to calculate overtime compensation.

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

93. As a result of Defendant's uniform and common policies and practices described

above, Plaintiff and the Rule 23 Class members were paid less than the wages and overtime compensation to which they were entitled under the IMWL. Plaintiff and the Rule 23 Class members are therefore entitled to recover, in such amounts to be determined at trial, treble the amount of all unpaid wages and overtime compensation, together with damages equal to five percent (5%) of the amount of such underpayments for each month following the date of payment during which such underpayments remain unpaid, as well as costs, reasonable attorneys' fees, and pre- and post-judgment interest, pursuant to 820 ILCS 105/12(a).

COUNT III

(Individually and on a Rule 23 Class Basis Pursuant to Fed. R. Civ. P. 23)

IWPCA, 820 ILCS 115/1, et seq.

Failure to Pay for All Hours Worked

94. Plaintiff re-alleges and incorporates all preceding paragraphs herein.

95. Defendant employed Plaintiff and the Rule 23 Class members as hourly-paid, non-exempt employees in the State of Illinois.

96. Defendant promised to pay Plaintiff and the Rule 23 Class members a stated hourly rate for all hours worked.

97. By accepting employment and performing work for Defendant, Plaintiff and the Rule 23 Class members entered into an employment agreement with Defendant to be compensated at an agreed-upon hourly rate for all hours worked.

98. In addition, an implied-in-fact agreement existed between Defendant and Plaintiff and the Rule 23 Class members that they would be compensated for all hours worked, as evidenced by Defendant paying them on an hourly basis, furnishing paystubs reflecting hourly rates, and requiring the use of Defendant's timekeeping system.

99. Defendant suffered and permitted Plaintiff and the Rule 23 Class members to perform compensable work while clocked into Defendant's timekeeping system, but Defendant

reduced, adjusted, or capped recorded work time through non-neutral, schedule-anchored rounding practices and timekeeping restrictions, resulting in unpaid straight-time wages.

100. Defendant failed to timely pay Plaintiff and the Rule 23 Class members all wages earned for hours worked.

101. Defendant owes Plaintiff and the Rule 23 Class members wages for hours worked that were not compensated.

102. The IWPCA, 820 ILCS 115/14(a), provides that any employee not timely paid wages earned is entitled to recover the amount of any such underpayments and damages equal to five percent (5%) of the amount of such underpayments for each month following the date of payment during which such underpayments remain unpaid, as well as costs and all reasonable attorneys' fees in a civil action.

103. As a result of Defendant's uniform policies and practices described herein, Plaintiff and the Rule 23 Class members were illegally deprived of wages earned, in such amounts to be determined at trial, and are entitled to recover all unpaid wages, statutory damages, reasonable attorneys' fees, costs, and all other relief available under the IWPCA.

RELIEF REQUESTED

Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment in her favor and against Defendant, and grant the following relief:

A. Certify this action as a collective action under the FLSA, 29 U.S.C. § 216(b), consisting of all hourly-paid non-exempt employees employed by Defendant in the United States at any time from three years prior to the filing of this Complaint through the date of judgment, and authorize notice to be issued to all such individuals;

B. Certify the Illinois state law claims as a class action pursuant to Fed. R. Civ. P. 23,

consisting of all hourly-paid non-exempt employees employed by Defendant in Illinois at any time from three years prior to the filing of this Complaint through the date of judgment;

C. Designate Plaintiff Joy Bunville as the representative of the FLSA collective and the Rule 23 class, and appoint Plaintiff's counsel as class counsel;

D. Declare and adjudge that Defendant's policies and practices, as described herein, violated the FLSA, IMWL, and IWPCA;

E. Award Plaintiff and all similarly situated individuals all unpaid wages, including but not limited to: (i) unpaid overtime compensation for all hours worked over forty (40) in a workweek; (ii) unpaid straight-time wages for all hours worked, including pre- and post-shift work and time lost due to non-neutral, schedule-anchored rounding and clock-in restrictions; and (iii) unpaid wages resulting from Defendant's failure to include all non-discretionary compensation in the regular rate for overtime purposes.

F. Award liquidated damages to Plaintiff and all similarly situated individuals in an amount equal to the unpaid wages as provided by the FLSA, 29 U.S.C. § 216(b);

G. Award treble damages, statutory penalties, and all other remedies available under the IMWL and IWPCA, for all wages and overtime, found to be unlawfully withheld;

H. Order Defendant to pay prejudgment interest on all amounts found due;

I. Order Defendant to pay reasonable attorneys' fees, costs, and expenses incurred in prosecuting this action, as provided by the FLSA, IMWL, and IWPCA;

J. Issue appropriate injunctive relief requiring Defendant to cease and desist from the unlawful wage and hour practices described herein, including but not limited to: (i) implementing a neutral and lawful timekeeping and rounding policy; (ii) paying for all hours worked, including pre- and post-shift work; (iii) properly calculating overtime at the correct regular rate; and (iv)

maintaining accurate records of hours worked and wages paid.

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

JURY DEMAND

Plaintiff Joy Bunville, individually and on behalf of all other FLSA Collective members and Rule 23 Class members, by and through her attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above-entitled claims.

Dated: January 14, 2026

Respectfully Submitted,

By: /s/ Jason T. Brown
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