

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

SANDRA CANO, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

RESILIENCE HEALTHCARE – WEISS
MEMORIAL HOSPITAL, LLC;

RESILIENCE HEALTHCARE –
LAKEFRONT MEDICAL ASSOCIATES,
LLC;

and

RESILIENCE HEALTHCARE – WEISS
MEDICAL SPECIALISTS, LLC,

Defendants.

Complaint - Class Action

Jury Trial Demanded

Civil Case No.:

CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiff, SANDRA CANO (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorneys, BROWN, LLC, hereby files this Class and Collective Action Complaint against Defendants RESILIENCE HEALTHCARE – WEISS MEMORIAL HOSPITAL, LLC, RESILIENCE HEALTHCARE – LAKEFRONT MEDICAL ASSOCIATES, LLC, and RESILIENCE HEALTHCARE – WEISS MEDICAL SPECIALISTS, LLC (“Defendants”), and allege of her own knowledge and conduct and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff brings this action, individually and as a collective action on behalf of all other hourly-paid, non-exempt employees who elect to opt-in to this action to recover unpaid

overtime wages, liquidated damages, and reasonable attorneys' fees and costs as a result of Defendants' willful violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*

2. Additionally, Plaintiff brings this action under Federal Rule of Civil Procedure 23, on behalf of herself, individually, and all similarly situated hourly-paid non-exempt employees of Defendants who 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 Ill. Comp. Stat. 105/1, *et seq.*, and the Illinois Wage Payment and Collection Act ("IWPCA"), 820 Ill. Comp. Stat. 115/1, *et seq.* (collectively referred to as the "Illinois Wage-and-Hour Laws").

3. Plaintiff and the putative FLSA collective members, IMWL class members, and IWPCA class members are current and former hourly-paid, non-exempt employees and were subject to Defendants' unlawful common policy of revising employees' time clock data from the actual times they clocked in and out to reflect less time than actually worked.

4. As a result, Defendants failed to pay hourly-paid, non-exempt employees for all hours worked, including time in excess of forty (40) hours in a workweek.

5. Plaintiff seeks unpaid overtime wages, liquidated damages, fees and costs, and any other remedies pursuant to the FLSA on behalf of herself and the FLSA Collective, defined as:

All current and former hourly-paid, non-exempt employees of any of the Defendants at any time within the three (3) years preceding the commencement of this action through the date of judgment (the "FLSA Collective").

6. Plaintiff seeks unpaid wages, overtime wages, and liquidated damages and related penalties pursuant to the IMWL on behalf of herself and the Rule 23 Illinois Class, defined as:

All current and former hourly-paid, non-exempt employees of any of the Defendants in Illinois at any time within the three (3) years preceding the commencement of this action through the date of judgment (the “Rule 23 IMWL Class”).

7. Plaintiff seeks unpaid wages and other damages on all unpaid wages pursuant to the IWPCA on behalf of herself and the Rule 23 IWPCA Class, defined as:

All current and former hourly-paid, non-exempt employees of any of the Defendants in Illinois at any time within the three (3) years preceding the commencement of this action through the date of judgment (the “Rule 23 IWPCA Class”).

JURISDICTION AND VENUE

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

9. This Court has jurisdiction over this action pursuant to 29 U.S.C. § 216(b), which provides, in relevant part, that suit under the FLSA “may be maintained against any employer . . . in any Federal or State court of competent jurisdiction.” *See* 29 U.S.C. § 216(b).

10. This Court has supplemental jurisdiction over the Illinois claims pursuant to 28 U.S.C. § 1367 because they are part of the same case and controversy as Plaintiff’s federal claims.

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

12. Venue is proper in this district pursuant to 28 U.S.C. §1391(b)(2) because Defendants reside in this District and because a substantial part of the acts and omissions giving rise to these claims occurred in this District.

PARTIES

Plaintiff

13. Plaintiff is a resident of Cook County, Illinois, and has been employed by Defendants as an hourly-paid, non-exempt Patient Service Representative from approximately April 2021 to the present.

14. Throughout her employment with Defendants, Plaintiff has primarily worked onsite at two of Defendants' Chicago-area medical office locations: (i) the Edgewater clinic located at 621 North Broadway, where she worked from approximately April 2021 until late 2024; and (ii) the medical office building located at 4700 North Marine Drive, where she has worked since transferring from the Edgewater location.

15. Plaintiff's paystubs identify her employer as "Lakefront Medical Associates, LLC."

16. Plaintiff typically worked scheduled shifts of approximately eight and a half (8.5) hours, from 8:00 a.m. to 4:30 p.m., Monday through Thursday, and 8:00 a.m. to 3:00 p.m. on Fridays, with a 30-minute unpaid meal break each day.

17. Plaintiff frequently worked beyond the scheduled end of her shifts, including staying past 4:30 p.m. and arriving early before 8:00 a.m., depending on clinic needs and physician schedules.

18. Plaintiff consistently worked five (5) shifts per week.

19. Plaintiff regularly worked more than forty (40) hours in a workweek and was not paid for all hours worked in such weeks because her department manager manually edited her recorded clock-out times to reduce her total reported hours to forty (40) or less, in violation of the FLSA and applicable state law.

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

Defendant

21. Defendant Resilience Healthcare – Weiss Memorial Hospital, LLC is a limited liability company organized and existing under the laws of the State of Illinois, with its headquarters and principal place of business located at 4646 North Marine Drive, Chicago, Illinois 60640.

22. Defendant Resilience Healthcare – Lakefront Medical Associates, LLC is a limited liability company organized and existing under the laws of the State of Illinois, with its headquarters and principal place of business located at 4646 North Marine Drive, Chicago, Illinois 60640.

23. Defendant Resilience Healthcare – Weiss Medical Specialists, LLC is a limited liability company organized and existing under the laws of the State of Illinois, with its headquarters and principal place of business located at 4646 North Marine Drive, Chicago, Illinois 60640.

GENERAL ALLEGATIONS¹

24. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

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

26. Defendants operate an enterprise that has two (2) or more employees engaged in

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.

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.

27. Defendants operate as a single integrated enterprise, with shared offices and managements, and jointly employ hourly-paid, non-exempt employees.

28. Defendants' hourly-paid, non-exempt employees perform services in connection with the operation of a hospital and/or an institution primarily engaged in the care of the sick, the aged, the mentally ill or defective who reside on the premises of such institution.

29. Defendants employ hourly-paid, non-exempt employees.

30. Defendants are an employer under 29 U.S.C. § 203(d) of the FLSA, subject to the provisions of 29 U.S.C. § 201, *et seq.*

31. Hourly-paid, non-exempt employees are "employees" of Defendants within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

32. Defendants classify hourly-paid, non-exempt employees as non-exempt employees and pay them on an hourly basis without any guaranteed, predetermined amount of pay per week.

33. Defendants require hourly-paid, non-exempt employees to clock in at the beginning of their shifts and clock out at the end of their shifts.

34. Defendants revise hourly-paid, non-exempt employees' time clock data to reflect less time than hourly-paid, non-exempt employees actually work.

35. As a result of Defendants' revisions of hourly-paid, non-exempt employees' clock times, Defendants compensate hourly-paid, non-exempt employees for less time than they actually work.

36. Defendants fail to compensate hourly-paid, non-exempt employees for all hours worked, including time in excess of forty (40) hours in a workweek.

37. Defendants suffer and permit hourly-paid, non-exempt employees to work more than forty (40) hours per week.

38. Accordingly Defendants' pay practices often deprive hourly-paid, non-exempt employees of wages for hours worked in excess of forty (40) in a workweek.

39. Defendants' conduct is willful, in that they know or show reckless disregard for whether their actions violate the FLSA.

FLSA COLLECTIVE ACTION ALLEGATIONS

40. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

41. This action is brought as a collective action to recover unpaid overtime compensation and liquidated damages owed to Plaintiff and all similarly situated current and former employees of Defendants.

42. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on her own behalf and on behalf of the FLSA Collective.

43. Plaintiff reserves the right to amend the FLSA Collective definition as necessary.

44. Excluded from the proposed FLSA Collective are Defendants' executive, administrative, and professional employees, including computer professionals and outside sales persons.

45. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the putative members of the FLSA Collective are "similarly situated" to Plaintiff under 29 U.S.C. § 216(b) because: (a) they have been or are employed in the same or

similar positions and performed the same or similar job duties; (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.

46. The employment relationships between Defendants and every FLSA Collective member are the same and differ only by name, location, and rate of pay. The key issue – whether Defendants modified hourly-paid, non-exempt employees’ time and failed to pay hourly-paid, non-exempt employees for all hours worked, including hours in excess of forty (40) in a workweek – do not vary substantially among the FLSA Collective members.

47. Plaintiff estimates the FLSA Collective, including both current and former employees over the relevant period, will include over one hundred members. The precise number of the FLSA Collective members should be readily available from a review of Defendants’ personnel and payroll records.

48. Plaintiff will request the Court to authorize notice to all current and former similarly situated employees employed by Defendants, informing them of the pendency of this action and their right to “opt-in” to this lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking unpaid compensation, overtime compensation, and liquidated damages under the FLSA.

49. As part of its regular business practice, Defendants intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiff and the FLSA Collective. This policy and pattern or practice includes, but is not limited to:

A. willfully failing to pay Plaintiff and the members of the FLSA Collective overtime wages for all of the hours that they worked for Defendants in excess of 40 hours per workweek; and

B. willfully failing to record all of the time that its employees, including Plaintiff and the FLSA Collective, have worked for Defendants.

50. Defendants are aware or should have been aware that federal law required them to pay Plaintiff and the FLSA Collective an overtime premium for all hours worked in excess of 40 hours per workweek.

51. Defendants' unlawful conduct has been widespread, repeated, and consistent.

RULE 23 IMWL CLASS ACTION ALLEGATIONS

52. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

53. Plaintiff brings this action individually and on behalf of the Rule 23 IMWL Class.

54. The members of the Rule 23 IMWL are so numerous that joinder of all members is impractical. The Rule 23 IMWL Class members may be informed of the pendency of this action by direct mail, e-mail, and text message.

55. Pursuant to Federal Rule of Civil Procedure 23(a)(2), there are questions of law and fact common to the Rule 23 IMWL Class, including, but not limited to:

A. Whether Defendants revised Rule 23 IMWL Class members' clock times to reflect less time than hourly-paid, non-exempt employees actually worked; and

B. Whether Rule 23 IMWL Class members are owed overtime wages for time worked that was deleted on their time sheets by Defendants, and if so, the appropriate amount thereof.

56. Plaintiff's claims are typical of the claims of the Rule 23 IMWL Class members. Plaintiff is a current hourly-paid, non-exempt employee of Defendants who has suffered similar injuries as those suffered by the Rule 23 IMWL Class members as a result of Defendants' failure

to pay wages and overtime compensation. Defendants' conduct of violating the Illinois Wage-and-Hour Laws has impacted the Rule 23 IMWL Class in the exact same way.

57. Plaintiff will fairly and adequately represent and protect the interests of the Rule 23 IMWL Class. Plaintiff is similarly situated to the Rule 23 IMWL Class and has no conflict with the Rule 23 IMWL Class members.

58. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in class action litigation.

59. Pursuant to Rule 23(b)(1), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, this action is properly maintained as a class action because:

A. The prosecution of separate actions by or against individual members of the Rule 23 IMWL Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Rule 23 IMWL Class that would establish incompatible standards of conduct for Defendants;

B. Defendants, by failing to pay wages and overtime compensation when they became due and owing in violation of the Illinois Wage-and-Hour Laws, has acted or refused to act on grounds generally applicable to the Rule 23 IMWL Class, thereby making equitable relief appropriate with respect to the Rule 23 IMWL Class as a whole; and

C. The common questions of law and fact set forth above applicable to the Rule 23 IMWL Class predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the case, especially with respect to consideration of consistency, economy, efficiency, fairness and equity, as compared to other available methods for the fair and efficient adjudication of the controversy.

60. A class action is also superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of the parties is impractical. The Rule 23 IMWL Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense if these claims were to be brought individually.

61. Additionally, because the damages suffered by each Rule 23 IMWL Class member may be relatively small, the expenses and burden of individual litigation would make it difficult for the Rule 23 IMWL Class members to bring individual claims. The presentation of separate actions by individual Rule 23 IMWL Class members would create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants, and/or substantially impair or impede the ability of each member of the Rule 23 IMWL Class to protect his or her interests.

RULE 23 IWPCA CLASS ACTION ALLEGATIONS

62. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

63. Plaintiff brings this action individually and on behalf of the Rule 23 IWPCA Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

64. The members of the Rule 23 IWPCA Class are so numerous that joinder of all members is impractical. The Rule 23 IWPCA Class members may be informed of the pendency of this action by direct mail, e-mail, and text message.

65. Pursuant to Federal Rule of Civil Procedure 23(a)(2), there are questions of law and fact common to the Rule 23 IWPCA Class, including, but not limited to:

A. Whether Defendants revised Rule 23 IWPCA Class members' clock times to reflect less time than hourly-paid, non-exempt employees actually worked; and

B. Whether Rule 23 IWPCA Class members are owed wages and overtime compensation for time worked that was deleted on their time sheets by Defendants, and if so, the appropriate amount thereof.

66. Plaintiff's claims are typical of the claims of the Rule 23 IWPCA Class members. Plaintiff is a current employee of Defendants and is employed as a Patient Service Representative who has suffered similar injuries as those suffered by the Rule 23 IWPCA Class members as a result of Defendants' failure to pay wages and overtime compensation. Defendants' conduct of violating the Illinois Wage-and-Hour Laws has impacted the Rule 23 IWPCA Class in the exact same way.

67. Plaintiff will fairly and adequately represent and protect the interests of the Rule 23 IWPCA Class. Plaintiff is similarly situated to the Rule 23 IWPCA Class and has no conflict with the Rule 23 IWPCA Class members.

68. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in class action litigation.

69. Pursuant to Rule 23(b)(1), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, this action is properly maintained as a class action because:

A. The prosecution of separate actions by or against individual members of the Rule 23 IWPCA Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Rule 23 IWPCA Class that would establish incompatible standards of conduct for Defendants;

B. Defendants, by failing to pay wages and overtime compensation when they became due and owing in violation of the Illinois Wage-and-Hour Laws, has acted or refused to act on grounds generally applicable to the Rule 23 IWPCA Class, thereby making equitable relief appropriate with respect to the Rule 23 IWPCA Class as a whole; and

C. The common questions of law and fact set forth above applicable to the Rule 23 IWPCA Class predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the case, especially with respect to consideration of consistency, economy, efficiency, fairness and equity, as compared to other available methods for the fair and efficient adjudication of the controversy.

70. A class action is also superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of the parties is impractical. The Rule 23 IWPCA Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense if these claims were to be brought individually.

71. Additionally, the damages suffered by each Rule 23 IWPCA Class member may be relatively small, the expenses and burden of individual litigation would make it difficult for the Rule 23 IWPCA Class members to bring individual claims. The presentation of separate actions by individual Rule 23 IWPCA Class members would create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants, and/or substantially impair or impede the ability of each member of the Rule 23 IWPCA Class to protect his or her interests.

COUNT I
FAIR LABOR STANDARDS ACT
29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME COMPENSATION
(Brought by Plaintiff on an Individual and FLSA Collective Basis)

72. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

73. Pursuant to Section 206(b) of the FLSA, employees must be compensated for every hour worked in a workweek.

74. Moreover, under Section 207(a)(1) of the FLSA, employees must be paid overtime equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of forty (40) hours per week.

75. In most workweeks, Plaintiff and the FLSA Collective members worked over forty (40) hours.

76. Defendants suffered and permitted Plaintiff and the FLSA Collective members to perform compensable work while clocked into Defendants' timekeeping system, but Defendants revised hourly-paid, non-exempt employees' time clock data and failed to pay these employees the federally mandated overtime compensation for all hours worked.

77. The uncompensated work performed by Plaintiff and the FLSA Collective members and the time associated with these activities was not *de minimis*.

78. Defendants suffered and permitted Plaintiff and the FLSA Collective members to perform work in excess of forty (40) hours in a workweek, but failed to pay these employees the federally mandated overtime compensation for all hours worked.

79. In workweeks in which Plaintiff and the FLSA Collective members worked in excess of forty (40) hours, the uncompensated time should have been paid at the federally mandated rate of 1.5 times each employee's regular hourly wage. 29 U.S.C. § 207.

80. Defendants' violations of the FLSA were knowing and willful.

81. Defendants' actions described herein were willful.

82. 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
ILLINOIS MINIMUM WAGE LAW
820 Ill. Comp. Stat. 105/1, et seq.
FAILURE TO PAY OVERTIME WAGES
(Brought by Plaintiff Individually and on Behalf of the Rule 23 IMWL Class)

83. The foregoing paragraphs are hereby incorporated by reference as though fully set forth at length herein.

84. The IMWL requires employers to pay their employees minimum wages and time-and-a-half their regular rate of pay of hours worked in excess of forty (40) per week. *See* 820 Ill. Comp. Stat. 105/4 and 4a.

85. Defendants employed Plaintiff and Rule 23 IMWL Class members as hourly-paid, non-exempt employees.

86. Plaintiff and Rule 23 IMWL Class members regularly worked over forty (40) hours a week.

87. Defendants suffered and permitted Plaintiff and Rule 23 IMWL Class members to perform compensable work activities while clocked into Defendants' timekeeping system, but

Defendants revised Rule 23 IMWL Class members' time clock data and as a result failed to pay these employees overtime compensation for all hours worked.

88. The uncompensated work performed by Plaintiff and the FLSA Collective members and the time associated with these activities was not *de minimis*.

89. In workweeks in which Plaintiff and Rule 23 IMWL Class members worked in excess of forty (40) hours, the uncompensated time should have been paid at their overtime rate of pay.

90. Defendants failed to compensate Plaintiff and Rule 23 IMWL Class members for all hours worked.

91. 820 Ill. Comp. Stat. 105/12(a) provides that an employee who is not paid in accordance with the IMWL "may recover in a civil action 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."

92. Defendants owe Plaintiff and Rule 23 IMWL Class members wages for hours worked that were not compensated.

93. Defendants' policies and practices, as described herein, have been willful, intentional, unreasonable, arbitrary and in bad faith.

94. As a result of Defendants' policies and practices, Plaintiff and Rule 23 IMWL Class members are illegally deprived of wages earned, in such amounts to be determined at trial, and are entitled to recovery of treble damages of such total unpaid amounts, statutory monthly damages penalties, reasonable attorneys' fees, costs and other compensation under the IMWL.

COUNT III
ILLINOIS WAGE PAYMENT AND COLLECTION ACT
820 Ill. Comp. Stat. 115/1, et seq.
FAILURE TO PAY STRAIGHT TIME WAGES
(Brought by Plaintiff Individually and on Behalf of the Rule 23 IWPCA Class)

95. The foregoing paragraphs are hereby incorporated by reference as though fully set forth at length herein.

96. Defendants employed Plaintiff and Rule 23 IWPCA Class members as hourly-paid, non-exempt employees.

97. Defendants sent Plaintiff and the Rule 23 IWPCA Class members offer letters in which Defendants promised to pay Plaintiff and the Rule 23 IWPCA Class members a set rate per hour worked.

98. By accepting the offer letters and beginning employment, Plaintiff and Rule 23 IWPCA Class members entered into a contract with Defendants to perform work for Defendants at an agreed upon rate per hour worked.

99. In addition, an implied-in-fact agreement existed between Defendants and Plaintiff and Rule 23 IWPCA Class members that they were to be compensated for all hours worked during their employment with Defendants, as evidenced by Defendants paying them an hourly rate of pay, furnishing paystubs showing agreed hourly rates and instructing them to use Defendants' time-keeping system.

100. Defendants suffered and permitted Plaintiff and Rule 23 IWPCA Class members to perform compensable work activities while clocked into Defendants' timekeeping system, but Defendants revised Rule 23 IWPCA Class members' time clock data and as a result failed to pay these employees compensation for all hours worked.

101. Defendants failed to compensate Plaintiff and Rule 23 IWPCA Class members for all hours worked.

102. Defendants owe Plaintiff and Rule 23 IWPCA Class members wages for hours worked that were not compensated.

103. 820 Ill. Comp. Stat. 115/14 provides that “[a]ny employee not timely paid wages, final compensation, or wages supplement by his or her employer . . . shall be entitled to recover . . . in a civil action . . . the amount of any such underpayments and damages of 2% of the amount of any such underpayments for each month following the date of payment during which such underpayments remain unpaid. In a civil action, such employee shall also recover costs and all reasonable attorney’s fees.”

104. As a result of Defendants’ uniform policies and practices described above, Plaintiff and Rule 23 Illinois Class members are illegally deprived of wages earned, in such amounts to be determined at trial, and are entitled to recover such total unpaid amounts, statutory monthly damages penalties, reasonable attorneys’ fees, costs and other compensation pursuant to the IWPCA.

RELIEF REQUESTED

WHEREFORE, Plaintiff, on behalf of herself and the FLSA Collective, Rule 23 IMWL Class members, and Rule 23 IWPCA Class members respectfully request that this Court grant the following relief against Defendants:

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 case as a class action for the Rule 23 IMWL Class pursuant to Rule 23(b)(2) and (b)(3) with respect to the IMWL claims set forth herein (Count II);

C. Certifying this case as a class action for the Rule 23 IWPCA pursuant to Rule 23(b)(2) and (b)(3) with respect to the IWPCA claims set forth herein (Count III);

D. Ordering Defendants to disclose in computer format, or in print if no computer readable format is available, the names and addresses of all FLSA Collective members, Rule 23 IMWL Class members, Rule 23 IWPCA Class members, and permitting Plaintiff to send notice of this action to all those similarly situated individuals, including publishing of notice in a manner that is reasonably calculated to apprise the collective members of their rights by law to join and participate in this lawsuit;

E. Designating Plaintiff as the representative of the FLSA Collective and undersigned counsel as Collective counsel for the same;

F. Designating Plaintiff as the representative of the Rule 23 IMWL Class and Rule 23 IWPCA Class and undersigned counsel as Class counsel for the same;

G. Finding that Defendants willfully violated the FLSA and the Department of Labor's attendant regulations as cited herein;

H. Finding that Defendants violated the Illinois Wage-and-Hour Laws as alleged herein and that said violations were intentional, willful, oppressive, fraudulent and malicious;

I. Granting judgment in favor of Plaintiff and against Defendants and awarding Plaintiff and the FLSA Collective the full amount of compensatory damages and liquidated damages available by law;

J. Granting judgment in favor of Plaintiff and against Defendants and awarding Plaintiff and the Rule 23 IMWL Class the full amount of compensatory damages, statutory monthly damages penalties, and treble damages available by law;

K. Granting judgment in favor of Plaintiff and against Defendants and awarding Plaintiff and the Rule 23 IWPCA Class the full amount of compensatory damages and other damages available by law;

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

M. Granting an incentive award for the Plaintiff for serving as representative of the FLSA Collective members, Rule 23 IMWL Class members, and Rule 23 IWPCA Class members in this action.

N. Awarding pre- and post-judgment interest to Plaintiff on these damages; and

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

JURY DEMAND

Plaintiff Sandra Cano, individually and on behalf of all other FLSA Collective members, Rule 23 IMWL Class members, and Rule 23 IWPCA Class members, by and through her 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 claims.

Respectfully submitted,

Dated: August 6, 2025

BROWN, LLC

/s/ Jason Brown
Jason T. Brown
Nicholas Conlon (*Will PHV*)
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
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Counsel for Plaintiff

CIVIL COVER SHEET

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number) Jason T. Brown, 111 Town Square Place, Suite 400, Jersey City, NJ 07310, T: (877) 561-0000, jtb@jtblawgroup.com

DEFENDANTS

RESILIENCE HEALTHCARE - WEISS MEMORIAL HOSPITAL, LLC; RESILIENCE HEALTHCARE - LAKEFRONT MEDICAL ASSOCIATES, LLC; and RESILIENCE HEALTHCARE - WEISS MEDICAL SPECIALISTS, LLC,

County of Residence of First Listed Defendant (In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Check one box, only.)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government not a party.), 4 Diversity (Indicate citizenship of parties in Item III.)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.) (Check one box, only for plaintiff and one box for defendant.)

Table with columns PTF, DEF and rows for Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business in This State, Incorporated and Principal Place of Business in Another State, Foreign Nation.

IV. NATURE OF SUIT (Check one box, only.)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, BANKRUPTCY, IMMIGRATION, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAXES, OTHER STATUTES.

V. ORIGIN (Check one box, only.)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

Check if this is a class action under Rule 23, F.R.CV.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: Yes No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge

Case Number

X. Is this a previously dismissed or remanded case?

Yes No If yes, Case #

Name of Judge

Date:

Signature of Attorney of Record

EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

SANDRA CANO, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

RESILIENCE HEALTHCARE – WEISS
MEMORIAL HOSPITAL, LLC, *et al.*,

Defendants.

CONSENT TO SUE

I consent to the filing of this form in, and to join and become a plaintiff in the above-captioned collective action lawsuit, to pursue my claim for unpaid wages, while working in the position(s) of hourly-paid non-exempt employee for the Defendants RESILIENCE HEALTHCARE – WEISS MEMORIAL HOSPITAL, LLC, *et al.* at any time within the period of the last three years. I understand that this lawsuit seeks unpaid wages, liquidated damages, and attorneys' fees and costs under the FLSA and similar relief under Illinois wage-and- hour laws. I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by Brown, LLC, and to be bound by any settlement of this action or adjudication by the Court.

Signed: Sandra Cano Dated: 08/05/2025

Name: Sandra Cano