

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

**CHRISTY HUTCHINSON, CHRISTINA )  
COURTNEY, and KAREN HARRIS, )  
Individually and On Behalf of All Others Similarly )  
Situated, )**

Plaintiffs, )

v. )

**FAST PACE MEDICAL CLINIC PLLC d/b/a )  
FAST PACE HEALTH, )**

Defendant.

**CASE NO.:** 3:22-cv-511

**JURY DEMAND**

**SECOND AMENDED COLLECTIVE AND CLASS ACTION COMPLAINT**

Plaintiffs Christy Hutchinson, Christina Courtney, and Karen Harris, individually and on behalf of all others similarly situated, by and through their attorneys, hereby submit this Second Amended Collective and Class Action Complaint against Defendant Fast Pace Medical Clinic PLLC d/b/a Fast Pace Health, and allege of their own knowledge and conduct and upon information and belief as to all other matters, as follows:

**PRELIMINARY STATEMENT**

1. Plaintiffs Christy Hutchinson, Christina Courtney, and Karen Harris bring this action under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) on behalf of themselves and all other similarly situated hourly-paid, non-exempt workers to recover unpaid overtime wages resulting from, *inter alia*, uncompensated hours worked that were excluded from their paid hours pursuant to Defendant’s automatic meal-break deduction policy, in willful violation of the FLSA, plus liquidated damages, reasonable attorneys’ fees and costs. *See* 29 U.S.C. § 216(b).

2. Plaintiffs Hutchinson and Courtney also bring this action under Tennessee common law on behalf of themselves and all other similarly situated hourly-paid, non-exempt workers to recover unpaid non-overtime (i.e. “straight-time”) wages for uncompensated hours worked that were excluded from their paid hours pursuant to Defendant’s automatic meal-break deduction policy, in breach of Defendant’s contractual obligation to pay hourly-paid, non-exempt employees for all hours worked.

3. Plaintiff Harris also brings this action under Kentucky Wage Statutes, K.R.S. §§ 337.010 *et seq.* (“KWS”) on behalf of herself and all other similarly situated hourly-paid, non-exempt workers to recover all unpaid wages, including overtime and straight time wages, resulting from, *inter alia*, uncompensated hours worked that were excluded from their paid hours pursuant to Defendant’s automatic meal-break deduction policy, in willful violation of KWS, plus liquidated damages, reasonable attorneys’ fees and costs. *See* K.R.S. § 337.385.

4. Plaintiffs also brings this action under Mississippi common law on behalf of herself and all other similarly situated hourly-paid, non-exempt workers to recover unpaid non-overtime (i.e., “straight-time”) wages for uncompensated hours worked that were excluded from their paid hours pursuant to Defendant’s automatic meal-break deduction policy, in breach of Defendant’s contractual obligation to pay hourly-paid, non-exempt employees for all hours worked.

5. Plaintiffs also bring this action under the Louisiana Wage Payment Act, La. R.S. 23:631 *et seq.* (“LWPA”), as well as Louisiana common law, on behalf of all other similarly situated hourly-paid, non-exempt workers to recover unpaid non-overtime (i.e., “straight-time”) wages for uncompensated hours worked that were excluded from their paid hours pursuant to Defendant’s automatic meal-break deduction policy, in breach of Defendant’s contractual obligation to pay hourly-paid, non-exempt workers for all hours worked.

6. Plaintiffs also bring this action under Indiana Wage Statutes, Ind. Code Ann. §§ 22-2-5-1 *et seq.* (“IWS”), as well as Indiana common law, on behalf of all other similarly situated hourly-paid, non-exempt workers to recover all unpaid wages, including overtime and non-overtime (i.e., “straight-time”) wages, resulting from, *inter alia*, uncompensated hours worked that were excluded from their paid hours pursuant to Defendant’s automatic meal-break deduction policy, (1) in willful violation of IWS, plus liquidated damages and reasonable attorneys’ fees and costs, and (2) in breach of Defendant’s contractual obligation to pay hourly-paid, non-exempt workers for all hours worked.

7. Defendant operates a network of 170+ healthcare centers in Tennessee, Kentucky, Louisiana, Mississippi, Indiana, and other states, that provide services such as urgent care, primary care, orthopedic services, behavioral health, dermatology, telehealth, on-site lab testing, and X-ray testing.<sup>1</sup>

8. Plaintiffs and the putative FLSA Collective and Rule 23 Class members are hourly-paid, non-exempt workers who were employed by Defendant and were subject to Defendant’s unlawful common policies and practices which included:

- a. implementing a company-wide policy of automatically deducting thirty minutes of pay per shift for “meal breaks” even though the workers worked through their shifts and did not receive *bona fide* meal breaks, *see* 29 C.F.R. § 785.19, which resulted in Defendant’s failure to pay the workers for all hours worked, including hours worked in excess of 40 in a workweek; and
- b. paying overtime for 40 hours over in a workweek at rates that Defendant calculated without including the nondiscretionary quarterly and/or other bonuses the workers

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<sup>1</sup> *See* Defendant’s website: <https://fastpacehealth.com/about-us/>

received, and which were thus lower than the overtime rates the workers were entitled to receive. *See* 29 C.F.R. §§ 778.108 (“the [FLSA] requires inclusion in the ‘regular rate’ of ‘all remuneration for employment paid to, or on behalf of, the employee’” except statutory exclusions); 778.209(a) (“Where a bonus payment is considered a part of the regular rate at which an employee is employed, it must be included in computing his regular hourly rate of pay and overtime compensation.”).

9. As a result, Defendant violated its statutory and contractual obligations by failing to pay hourly-paid, non-exempt employees including Plaintiffs for all hours worked in excess of 40 in a workweek at a rate of not less than one and one-half (1.5) times the regular rate of pay.

10. Defendant willfully violated the guidance from the Department of Labor’s Fact Sheet #53, which covers The Health Care Industry and Hours Worked.<sup>2</sup>

11. Fact Sheet #53 provides that “when choosing to automatically deduct 30-minutes per shift, the employer must ensure that the employees are receiving the full meal break,” but Defendant’s management knew that in general, hourly-paid, non-exempt employees were unable to take *bona fide* meal periods, due to the volume of patients at its healthcare centers, and failed to establish a reasonable process to ensure that hourly-paid, non-exempt employees were able to receive *bona fide* meal breaks.

12. Fact Sheet #53 further provides that “if employees’ meals are interrupted to the extent that meal period is predominately for the benefit of the employer, the employees should be paid for the full 30-minutes,” but Defendant failed to establish a reasonable process for hourly-paid, non-exempt employees to report instances in which they did not receive *bona fide* meal breaks or to seek cancellation or restoration of the deduction, and despite knowing of specific

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<sup>2</sup> <https://www.dol.gov/agencies/whd/fact-sheets/53-healthcare-hours-worked>

instances in which Plaintiffs and other hourly-paid, non-exempt employees had worked shifts without *bona fide* meal periods, failed to cancel the automatic meal-break deduction or restore their pay.

13. Plaintiffs assert their FLSA claims individually and pursuant to 29 U.S.C. § 216(b) on behalf of a putative nationwide “FLSA Collective,” defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace’s meal-break deduction policy and/or have received bonuses at any time between July 8, 2019, to the present.*

14. Plaintiffs seek to send a Notice pursuant to 29 U.S.C. § 216(b) to all hourly-paid, non-exempt employees of Defendant permitting them to assert FLSA claims in this collective action by filing their individual consent forms.

15. Plaintiffs assert their breach of contract and *quantum meruit* claims under Tennessee common law individually and pursuant to Fed. R. Civ. P. 23 on behalf of a putative “Tennessee Rule 23 Class,” defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace’s meal-break deduction policy, and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Tennessee at any time between July 8, 2016, to the present.*

16. Plaintiffs assert their KWS claims individually and pursuant to Fed. R. Civ. P. 23 on behalf of a putative “Kentucky Rule 23 Class,” defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace’s meal-break deduction policy, and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Kentucky at any time between July 8, 2017, to the present.*

17. Plaintiffs assert their breach of contract and *quantum meruit* claims under

Mississippi common law individually and pursuant to Fed. R. Civ. P. 23 on behalf of a putative “Mississippi Rule 23 Class,” defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace’s meal-break deduction policy and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Mississippi at any time between July 8, 2016, to the present.*

18. Plaintiffs assert their LWPA claims, as well as their breach of contract and *quantum meruit* claims under Louisiana common law, pursuant to Fed. R. Civ. P. 23 on behalf of a putative

“Louisiana Rule 23 Class,” defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace’s meal-break deduction policy and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Louisiana at any time between July 8, 2016, to the present.*

19. Plaintiffs assert their IWS claims, as well as their breach of contract and *quantum meruit* claims under Indiana common law, pursuant to Fed. R. Civ. P. 23 on behalf of a putative

“Indiana Rule 23 Class,” defined as

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace’s meal-break deduction policy, and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Indiana at any time between July 8, 2019, to the present.*

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

### **JURISDICTION AND VENUE**

21. This Court has subject-matter jurisdiction over Plaintiffs’ FLSA claims pursuant to

28 U.S.C. § 1331 because Plaintiffs' claims raise a federal question under 29 U.S.C. § 201, *et seq.*

22. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367 because the state law claims derive from a common nucleus of operative facts as Plaintiffs' federal claim.

23. This Court may properly maintain personal jurisdiction over Defendant because it is headquartered and domiciled in Tennessee.

24. Venue is proper in this District because a substantial portion of the events that give rise to the asserted claims occurred in this District.

### **THE PARTIES**

25. Defendant Fast Pace Medical Clinic PLLC, doing business as Fast Pace Health, is a for profit entity created and existing under and by virtue of the laws of the State of Tennessee.

26. Defendant maintains its headquarters at 6550 Carothers Parkway, Suite 225, Franklin, Tennessee 37067-6662

27. Defendant has the following Registered Agent: Cogency Global Inc., 992 Davidson Drive, Suite B, Nashville, Tennessee 37205-1051.

28. Plaintiff Christy Hutchinson is a resident of the County of Hickman and State of Tennessee.

29. Hutchinson was hired by Defendant in approximately October 2020 and performed approximately one month of training at Defendant's healthcare center located at 1140 Highway 100, Centerville, Tennessee 37033.

30. From approximately September 2020 through June 2, 2021, Hutchinson worked as a Clinical Technician at Defendant's healthcare center located at 560 E Main St., Hohenwald, Tennessee 38462.

31. From approximately June 2, 2021 to July 3, 2021, Hutchinson worked as a Clinical Technician and as a Medical Receptionist at Defendant's healthcare center located at 184 Tennessee Ave N, Parsons, Tennessee 38363.

32. Plaintiff Christina Courtney is a resident of the County of Hamilton and State of Tennessee.

33. From approximately July 2018 through approximately June 2020, Courtney worked as a Medical Assistant at Defendant's healthcare center located at 9325 Dayton Pike, Soddy-Daisy, Tennessee 37379.

34. Plaintiff Karen Harris is a resident of the County of Anderson and State of Kentucky.

35. From approximately February 2020 to December 2022, Harris worked as a Medical Receptionist and/or Front Office Specialist at Defendant's healthcare center located at 1000 W Park, Lawrenceburg, Kentucky 40342.

36. Harris also worked shifts at Defendant's Mount Washington, Lebanon, and Bardstown, Kentucky locations.

### **FACTUAL ALLEGATIONS**

37. Plaintiffs repeat and reallege all preceding paragraphs of this Second Amended Complaint, as if fully set forth herein.

38. Defendant's hourly-paid, non-exempt employees held positions including but not limited to: Clinical Technician, Medical Assistant, Certified Medical Assistant, Licensed Practical Nurse, Medical Receptionist, and X-ray Technician.

39. Defendant determined the number of hours to pay each non-exempt employee each period by computing his or her total hours recorded in Defendant's electronic timekeeping system,



and then automatically deducting 30 minutes per shift on account of “meal breaks,” regardless of whether such worker in fact received a *bona fide* meal break.

40. Defendant instructed hourly-paid, non-exempt employees to clock in on the electronic timekeeping system at the start of their shifts and clock out at the end of their shifts.

41. Defendant did not instruct hourly-paid, non-exempt employees to clock out on the electronic timekeeping system when taking meal breaks.

42. Instead of having hourly-paid, non-exempt employees self-report their meal breaks by clocking out on the electronic timekeeping system, Defendant automatically deducted 30 minutes from their clocked-in hours each shift, regardless of whether they took the meal break or not.

43. An express written agreement existed between Defendant and each hourly-paid employee that they were to be compensated at a specified hourly rate for all hours worked during their employment with Defendant.

44. Alternatively, if an express written agreement was not in place, an implied-in-fact agreement existed between Defendant and each hourly-paid employee that they were to be compensated at a specified hourly rate for all hours worked during their employment with Defendant, as evidenced by Defendant paying them an hourly rate of pay, furnishing paystubs showing agreed hourly rates and instructing them to use Defendant’s time-keeping system to clock in and out.

45. Defendant and each hourly-paid employee manifested their intent to be bound by that agreement, as evidenced by hourly-paid, non-exempt employees performing their agreed-upon job duties, using the Defendant’s time-keeping system to clock in and out, and Defendant compensating hourly-paid employees at their agreed-upon rates for the hours for which they were

paid.

46. Defendant and Plaintiff Hutchinson agreed that Hutchinson was to be compensated for all hours she worked, at a regular hourly rate of \$14.40/Hr.

47. Defendant's offer letter to Hutchinson described her base compensation as follows:

[Y]ou are being offered an hourly rate of pay of USD \$14.40/Hr. Hours worked during the pay period shall be paid to you based on our regular payroll processing schedule. This is currently bi-weekly. You are classified as a non-exempt employee and will be eligible for overtime for any hours worked over 40 hours in each work week.

48. Plaintiff Hutchinson's offer letter says nothing about Defendant's policy of automatically deducting 30 minutes per shift for meal breaks.

49. Plaintiffs Courtney and Harris also received a substantial similar offer letter that stated nothing about Defendant's policy of automatically deducting 30 minutes per shift for meal breaks.

50. Hourly-paid, non-exempt employees worked over forty (40) hours in most workweeks.

51. Hourly-paid, non-exempt employees typically worked through their shifts and did not receive *bona fide* meal breaks.

52. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay per shift from hourly-paid, non-exempt employees' pay for "meal breaks" even though the employees worked through their shifts and did not receive *bona fide* meal breaks, *see* 29 C.F.R. § 785.19.

53. As a result, Defendant typically paid each hourly-paid, non-exempt employee for 30 minutes less than his or her actual hours worked each shift.

54. Hourly-paid, non-exempt employees' uncompensated hours worked often included

hours worked in excess of 40 in a workweek.

55. For example, in the bi-weekly pay period of May 17, 2021 to June 4, 2021, Plaintiff Hutchinson was paid for 3.66 hours in excess of 40 in a workweek, meaning that she worked more than 40 hours in one or both of the two workweeks included in this pay period.

56. In both these workweeks, Plaintiff Hutchinson performed uncompensated work that was automatically deducted from her pay and not restored, that was in excess of 40 hours in a workweek and in excess of the 3.66 overtime hours for which she was paid.

57. Defendant had actual and/or constructive knowledge that in many workweeks, Plaintiffs and other hourly-paid, non-exempt employees were performing work in excess of 40 hours in a workweek that was uncompensated due to the Defendant's automatic meal-break deduction policy.

58. Defendant failed to establish a reasonable process to ensure that hourly-paid, non-exempt employees were able to receive *bona fide* meal breaks.

59. Defendant failed to establish a reasonable process for hourly-paid, non-exempt employees to report instances in which they did not receive *bona fide* meal breaks or to seek cancellation or restoration of the deduction.

60. Defendant's management discouraged, impeded, obstructed, and/or ignored attempts by hourly-paid, non-exempt employees to report instances in which they did not receive *bona fide* meal breaks and/or sought cancellation or restoration of the deduction.

61. Defendant failed to keep accurate records of whether hourly-paid, non-exempt employees received *bona fide* meal breaks.

62. To the contrary, Defendant intentionally falsified its records to show that hourly-paid, non-exempt employees were receiving *bona fide* meal breaks during certain times, despite

knowing that they were in fact engaged in activities during such times that predominantly benefited Defendant, including but not limited to completing patient charts and answering work-related phone calls.

63. Defendant's management knew that hourly-paid, non-exempt employees were unable to take *bona fide* meal periods, due to the volume of patients at its healthcare centers.

64. Defendant's management knew that hourly-paid, non-exempt employees were engaged in activities that predominantly benefited Defendant during the time periods that were falsely recorded as having taken meal breaks.

65. Defendant's management knew of specific instances in which Plaintiffs and other hourly-paid, non-exempt employees had worked shifts without *bona fide* 30-minute meal periods, but knowingly and willfully failed to cancel the automatic meal-break deduction or restore their pay.

66. Defendant was aware of Fact Sheet #53 and its requirements for employers using automatic meal-break deduction policies to ensure that the employees are receiving the full meal break and to pay them in instances in which they do not, but knowingly and willfully failed to take any good faith steps to comply with these requirements.

67. In other words, Defendant reaped the benefits of its automatic meal-break deduction, without performing any of its corresponding legal obligations.

68. Defendant paid hourly-paid, non-exempt employees quarterly bonuses based on the amount of collections their healthcare centers received, in addition to other types of non-discretionary bonuses.

69. Defendant failed to include such non-discretionary quarterly and/or other bonuses, or any other non-base compensation hourly-paid, non-exempt employees received, as part of the

“total remuneration” it used to calculate their regular and overtime times, respectively.

70. The FLSA, KWS, and IWS require overtime to be paid at least 1.5x an employees’ “regular rate,” which, subject to some exceptions not relevant here, includes “all remuneration for employment paid to, or on behalf of, the employee” *See* 29 C.F.R. § 778.108; *see also* 803 KAR 1:060, § 8.

71. “Where a bonus payment is considered a part of the regular rate at which an employee is employed, it must be included in computing his regular hourly rate of pay and overtime compensation.” *See* 29 C.F.R. § 778.209(a).

72. Despite paying non-discretionary quarterly and/or other bonuses to hourly-paid, non-exempt employees, Defendant failed to include such remuneration in its calculation of their regular rates or (as a result) their overtime rates.

73. Defendant was aware of, and/or recklessly disregarded the possibility that its quarterly and/or other bonuses were nondiscretionary and that the FLSA, the KWS, and the IWS require such bonuses to be included in the calculation of employees’ overtime rates, but failed to do so.

74. Defendant willfully violated the FLSA, the KWS, and the IWS.

75. Defendant’s wrongful acts and/or omissions/commissions, as alleged herein, have not been exercised in good faith or in conformity with and in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the state and/or U.S. Department of Labor or any administrative practice or enforcement policy of such a department or bureau.

### **COLLECTIVE ACTION ALLEGATIONS**

76. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint, as if fully set forth herein.

77. Plaintiffs bring this action pursuant to Section 216(b) of the FLSA, as an opt-in representative action, on behalf of all hourly-paid, non-exempt employees who have been affected by Defendant's common unlawful policies and practices which shorted overtime wages, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") and attendant regulations at 29 C.F.R. § 516, *et seq.*

78. Plaintiffs bring this action pursuant to 29 U.S.C. § 216(b) on behalf of:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace's meal-break deduction policy and/or have received bonuses at any time between July 8, 2019, to the present.*

Plaintiffs reserve the right to amend this definition as necessary.

79. Plaintiffs bring 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).

80. The collective action further alleges a willful violation of the FLSA and is covered by a third year of limitations.

81. Plaintiffs seek to send Notice to all similarly situated hourly-paid, non-exempt employees as provided by 29 U.S.C. § 216(b) and supporting case law.

82. Certification of the collective action under the FLSA is appropriate because the employees described herein are "similarly situated" to Plaintiffs under 29 U.S.C. § 216(b). The collective of employees on behalf of whom Plaintiffs bring this collective action are similarly situated because they were subject to the same or similar unlawful policies and practices as stated herein and their claims are based upon the same factual and legal theories.

83. Plaintiffs anticipate that there will be no difficulty in the management of this litigation. This litigation presents claims under the FLSA, a type that have often been prosecuted

on a collective 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 records.

84. Plaintiffs and the putative FLSA Collective members demand a trial by jury.

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

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

86. Plaintiffs Hutchinson and Courtney assert their breach of contract and *quantum meruit* claims under Tennessee common law individually and on behalf of a putative "Tennessee Rule 23 Class," defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace's meal-break deduction policy, and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Tennessee at any time between July 8, 2016, to the present.*

87. The Tennessee Rule 23 Class seeks to recover unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant.

88. The members of the Tennessee Rule 23 Class are so numerous that joinder of all class members in this case would be impractical. Plaintiffs Hutchinson and Courtney reasonably estimate that there are a substantial number of class members in the States of Tennessee. The Tennessee Rule 23 Class members should be easy to identify from Defendant's payroll and personnel records.

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

90. Plaintiffs Hutchinson's and Courtney's claims are typical of those of the Tennessee Rule 23 Class members in that they and all other class members suffered damages

as a direct and proximate result of Defendant's common and systemic pay policies and practices. All of the Tennessee Rule 23 Class members were subject to the same corporate practices of Defendant, as alleged herein, of performed uncompensated work in *lieu* of receiving *bona fide* meal periods, as a result of Defendant's automatic meal-break deduction policy. Any lawsuit brought by an hourly-paid, non-exempt employee employed by Defendant in the State of Tennessee would be identical to a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

91. Plaintiffs Hutchinson and Courtney were employed by Defendant in a similar capacity as all of the Tennessee Rule 23 Class members. All Tennessee Rule 23 Class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, automatically deducting pay for meal breaks that were not in fact received. Thus, there are common questions of law and fact which are applicable to each and every one of the Tennessee Rule 23 Class members.

92. Plaintiffs Hutchinson and Courtney will fully and adequately protect the interests of the class members and have retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Plaintiffs and their counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

93. Defendant's corporate-wide policies and practices affected all Tennessee Rule 23 Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Tennessee Rule 23 Class member. Plaintiffs' claims arise from the same legal theories as all other Tennessee Rule 23 Class members. Therefore, this case will be more manageable and efficient as a Rule 23 Class action. Plaintiffs and their counsel know of no unusual difficulties in this case.



94. Plaintiff Harris also asserts her KWS claims individually and on behalf of a putative “Kentucky Rule 23 Class,” defined as follows:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace’s meal-break deduction policy, and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Kentucky at any time between July 8, 2017, to the present.*

95. The Kentucky Rule 23 Class seeks to recover both unpaid overtime wages and unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant, and liquidated damages, and reasonable attorneys’ fees and costs pursuant to K.R.S. § 337.385.

96. The members of the Kentucky Rule 23 Class are so numerous that joinder of all class members in this case would be impractical. Plaintiff Harris reasonably estimates that there are a substantial number of class members in the States of Kentucky. The Kentucky Rule 23 Class members should be easy to identify from Defendant’s payroll and personnel records.

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

98. Plaintiff Harris’s claims are typical of those of the Kentucky Rule 23 Class members in that she and all other class members suffered damages as a direct and proximate result of Defendant’s common and systemic pay policies and practices. All of the Kentucky Rule 23 Class members were subject to the same corporate practices of Defendant, as alleged herein, of performed uncompensated work in lieu of receiving *bona fide* meal periods, as a result of Defendant’s automatic meal-break deduction policy. Any lawsuit brought by an hourly-paid, non-exempt employee employed by Defendant in the State of Kentucky would be identical to

a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

99. Plaintiff Harris was employed by Defendant in a similar capacity as all of the Kentucky Rule 23 Class members. All Kentucky Rule 23 Class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, automatically deducting pay for meal breaks that were not in fact received. Thus, there are common questions of law and fact which are applicable to each and every one of the Kentucky Rule 23 Class members.

100. Plaintiff Harris will fully and adequately protect the interests of the Kentucky Rule 23 Class members and has retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Plaintiff Harris and her counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

101. Defendant's corporate-wide policies and practices affected all Kentucky Rule 23 Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Kentucky Rule 23 Class member. Plaintiff Harris's claims arise from the same legal theories as all other Kentucky Rule 23 Class members. Therefore, this case will be more manageable and efficient as a Rule 23 Class action. Plaintiff Harris and her counsel know of no unusual difficulties in this case.

102. Plaintiffs assert their breach of contract and *quantum meruit* claims under Mississippi common law individually and on behalf of a putative "Mississippi Rule 23 Class," defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace's meal-break deduction policy and/or received one or more bonuses that were not included in their regular*

*rate(s) of pay, within the State of Mississippi at any time between July 8, 2016, to the present.*

103. The Mississippi Rule 23 Class seeks to recover unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant.

104. The members of the Mississippi Rule 23 Class are so numerous that joinder of all class members in this case would be impractical. Plaintiffs reasonably estimate that there are a substantial number of class members in the States of Mississippi. The Mississippi Rule 23 Class members should be easy to identify from Defendant's payroll and personnel records.

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

106. Plaintiffs' claims are typical of those of the Mississippi Rule 23 Class members in that she and all other class members suffered damages as a direct and proximate result of Defendant's common and systemic pay policies and practices. All of the Mississippi Rule 23 Class members were subject to the same corporate practices of Defendant, as alleged herein, of performed uncompensated work in *lieu* of receiving *bona fide* meal periods, as a result of Defendant's automatic meal-break deduction policy. Any lawsuit brought by an hourly-paid, non-exempt employee employed by Defendant in the State of Mississippi would be identical to a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

107. Plaintiffs were employed by Defendant in a similar capacity as all of the Mississippi Rule 23 Class members. All Mississippi Rule 23 Class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, automatically deducting pay for meal breaks that were not in fact

received. Thus, there are common questions of law and fact which are applicable to each and every one of the Mississippi Rule 23 Class members.

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

109. Defendant's corporate-wide policies and practices affected all Mississippi Rule 23 Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Mississippi Rule 23 Class member. Plaintiff's claims arise from the same legal theories as all other Mississippi Rule 23 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.

110. Plaintiffs assert their LWPA claims, as well as their breach of contract and *quantum meruit* claims under Louisiana common law, on behalf of a putative "Louisiana Rule 23 Class," defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace's meal-break deduction policy and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Louisiana at any time between July 8, 2016, to the present.*

111. The Louisiana Rule 23 Class seeks to recover unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant.

112. The Louisiana Rule 23 Class also seeks to recover under the LWPA for any "waiting-time" that are derived from (1) Defendant's failure to pay straight-time wages for all hours worked at Louisiana Rule 23 Class members' agreed-upon pay rates, consistent with their

agreements with Defendant, and/or (2) Defendant's FLSA violations described above.

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

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

115. Plaintiffs' claims are typical of those of the Louisiana Rule 23 Class members in that they and all other class members suffered damages as a direct and proximate result of Defendant's common and systemic pay policies and practices. All of the Louisiana Rule 23 Class members were subject to the same corporate practices of Defendant, as alleged herein, of performed uncompensated work in *lieu* of receiving *bona fide* meal periods, as a result of Defendant's automatic meal-break deduction policy. Any lawsuit brought by an hourly-paid, non-exempt employee employed by Defendant in the State of Louisiana would be identical to a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

116. Plaintiffs were employed by Defendant in a similar capacity as all of the Louisiana Rule 23 Class members. All Louisiana Rule 23 Class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, automatically deducting pay for meal breaks that were not in fact received. Thus, there are common questions of law and fact which are applicable to each and every one of the Louisiana Rule 23 Class members.

117. Plaintiffs will fully and adequately protect the interests of the class members and have retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Plaintiffs and their counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

118. Defendant's corporate-wide policies and practices affected all Louisiana Rule 23 Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Louisiana Rule 23 Class member. Plaintiffs' claims arise from the same legal theories as all other Louisiana Rule 23 Class members. Therefore, this case will be more manageable and efficient as a Rule 23 Class action. Plaintiffs and their counsel know of no unusual difficulties in this case.

119. Plaintiffs assert their IWS claims, as well as their breach of contract and *quantum meruit* claims under Indiana common law, on behalf of a putative "Indiana Rule 23 Class," defined as:

*All hourly-paid current and former employees who have worked for Fast Pace, or one of its current or former affiliates, including but not limited to FPMCM, LLC, in a non-exempt position and are/were subject to Fast Pace's meal-break deduction policy, and/or received one or more bonuses that were not included in their regular rate(s) of pay, within the State of Indiana at any time between July 8, 2016, to the present.*

120. The Indiana Rule 23 Class seeks to recover both unpaid overtime wages and unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant, and liquidated damages, and reasonable attorneys' fees and costs pursuant to Ind. Code Ann. § 22-2-5-2.

121. The members of the Indiana Rule 23 Class are so numerous that joinder of all class members in this case would be impractical. Plaintiffs reasonably estimates that there are a substantial number of class members in the States of Indiana. The Indiana Rule 23 Class members

should be easy to identify from Defendant's payroll and personnel records.

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

123. Plaintiffs' claims are typical of those of the Indiana Rule 23 Class members in that they and all other class members suffered damages as a direct and proximate result of Defendant's common and systemic pay policies and practices. All of the Indiana Rule 23 Class members were subject to the same corporate practices of Defendant, as alleged herein, of performed uncompensated work in *lieu* of receiving *bona fide* meal periods, as a result of Defendant's automatic meal-break deduction policy. Any lawsuit brought by an hourly-paid, non-exempt employee employed by Defendant in the State of Indiana would be identical to a suit brought by any other employee for the same violations and separate litigation would cause a risk of inconsistent results.

124. Plaintiffs were employed by Defendant in a similar capacity as all of the Indiana Rule 23 Class members. All Indiana Rule 23 Class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, automatically deducting pay for meal breaks that were not in fact received. Thus, there are common questions of law and fact which are applicable to each and every one of the Indiana Rule 23 Class members.

125. Plaintiffs will fully and adequately protect the interests of the class members and have retained counsel who are qualified and experienced in the prosecution of nationwide wage and hour class actions. Plaintiffs and their counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

126. Defendant's corporate-wide policies and practices affected all Indiana Rule 23 Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Indiana Rule 23 Class member. Plaintiffs' claims arise from the same legal theories as all other Indiana Rule 23 Class members. Therefore, this case will be more manageable and efficient as a Rule 23 Class action. Plaintiffs and their counsel know of no unusual difficulties in this case.

127. Plaintiffs and the Rule 23 Class members demand a trial by jury.

**FIRST CLAIM FOR RELIEF**  
**Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.***  
**(Brought by Plaintiffs Individually and on Behalf of the FLSA Collective)**  
**Failure to Pay Overtime Wages**

128. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint, as if fully set forth herein.

129. 29 U.S.C. § 207(a)(1) provides:

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

130. Defendant employed Plaintiffs and the FLSA Collective members as hourly-paid, non-exempt employees.

131. At all relevant times alleged herein, Defendant has operated and controlled an enterprise engaged in commerce as defined under the FLSA.

132. At all times relevant to this action, Defendant was an enterprise whose annual gross volume of sales made or business done exceeded \$500,000.



133. At all times relevant to this action, Defendant was 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.

134. In addition, Defendant's hourly-paid, non-exempt employees were themselves engaged in commerce, and thus subject to individual coverage under the FLSA.

135. Defendant knowingly "suffered or permitted" Plaintiffs and hourly-paid, non-exempt employees to work and thus "employed" them within the meaning of 29 U.S.C. §203(g).

136. Defendant hired hourly-paid, non-exempt employees and determined the rate and method of the payment of their wages.

137. Defendant controlled the work schedules, duties, protocols, applications, assignments and work conditions of hourly-paid, non-exempt employees.

138. Plaintiffs and the FLSA Collective members worked over forty (40) hours in most workweeks.

139. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

140. Defendant suffered and permitted Plaintiffs and the FLSA Collective members to work through their shifts without taking *bona fide* meal breaks.

141. Even though Plaintiffs and the FLSA Collective members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty minutes of pay.

142. Defendant failed to compensate Plaintiffs and the FLSA Collective members for all hours worked in excess of 40 in a workweek.

143. In addition, Defendant failed to include additional compensation in Plaintiffs and the FLSA Collective members' regular rate of pay, including, but not limited to, non-discretionary quarterly bonuses, before statutory overtime compensation is computed.

144. As a result of the Defendant's common illegal policies and practices stated herein, Defendant failed to pay Plaintiffs and the FLSA Collective members the required overtime compensation at a rate of not less than one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) per week.

145. Defendant's uniform policies and practices, as described herein, were willful, intentional, unreasonable, arbitrary and in bad faith.

146. Because Defendant willfully violated the FLSA, a three (3) year statute of limitations shall apply to such violation, pursuant to 29 U.S.C. § 255.

147. As a result of Defendant's uniform policies and practices described above, Plaintiffs and the FLSA Collective members are illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C § 216(b).

**SECOND CLAIM FOR RELIEF**  
**Breach of Contract and Quantum Meruit under Tennessee Common Law**  
**(Brought by Plaintiffs Hutchinson and Courtney Individually**  
**and on Behalf of the Rule 23 Class)**  
**Failure to Pay Straight Time Wages**

148. Plaintiffs Hutchinson and Courtney repeat and reallege all preceding paragraphs of the Complaint, as if fully set forth herein.

149. Defendant employed Plaintiffs and Tennessee Rule 23 Class members as hourly-paid, non-exempt employees.

150. An express and/or implied-in-fact agreement existed between Defendant and each Plaintiff and Tennessee Rule 23 Class members that they were to be compensated at a specified hourly rate for all hours worked during their employment with Defendant, as evidenced by Defendant paying them an hourly rate of pay, furnishing paystubs showing agreed hourly rates, and instructing them to use Defendant's time-keeping system.

151. Defendant and Plaintiffs and Tennessee Rule 23 Class members manifested their intent to be bound by that agreement, as evidenced by hourly-paid, non-exempt employees performing their agreed-upon job duties and using the Defendant's time-keeping system to clock in and out, and Defendant compensating them at their agreed-upon rates for the hours for which they were paid.

152. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

153. Plaintiffs and Tennessee Rule 23 Class members often worked through their shifts without taking *bona fide* meal breaks.

154. Even though Plaintiffs and Tennessee Rule 23 Class members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty minutes of pay.

155. Defendant failed to compensate Plaintiffs and Tennessee Rule 23 Class members for all hours worked.

156. By failing to pay Plaintiffs and Tennessee Rule 23 Class members for all hours worked pursuant to their implied contract, Defendant breached that contract.

157. Defendant owes Plaintiffs and the Tennessee Rule 23 Class members wages for hours worked that were not compensated.

158. As a result of Defendant's uniform policies and practices described above, Plaintiffs and Tennessee Rule 23 Class members are illegally deprived of wages earned, in such amounts to be determined at trial, and are entitled to recover unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant, plus interest.

**THIRD CLAIM FOR RELIEF**

**Violations of Kentucky Wage Statutes, KRS §§ 337.010 *et seq.*  
(Brought by Plaintiff Harris Individually and on Behalf of the Rule 23 Class)  
Failure to Pay Straight Time and Overtime Wages**

159. Plaintiff Harris repeats and realleges all preceding paragraphs of the Complaint, as if fully set forth herein.

160. Defendant has employed Plaintiff Harris and the putative Kentucky Rule 23 Class members within the meaning of K.R.S. § 337.010(1)(e).

161. Plaintiff Harris and the putative Kentucky Rule 23 Class members have not been exempt from the protections of the Kentucky Wage Statutes.

162. Plaintiff Harris and the putative Kentucky Rule 23 Class members have regularly worked in excess of forty (40) hours per workweek.

163. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

164. Defendant suffered and permitted Plaintiff Harris and the Kentucky Rule 23 Class members to work through their shifts without taking *bona fide* meal breaks.

165. Even though Plaintiff Harris and the Kentucky Rule 23 Class members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty minutes of pay.

166. Defendant failed to compensate Plaintiff Harris and the Kentucky Rule 23 Class

members for all hours worked, including hours worked in excess of 40 in a workweek.

167. In addition, Defendant failed to include additional compensation in Plaintiff Harris's and the Kentucky Rule 23 Class members' regular rate of pay, including, but not limited to, non-discretionary quarterly bonuses, before statutory overtime compensation is computed.

168. As a result of the Defendant's common illegal policies and practices stated herein, Defendant failed to pay Plaintiff Harris and the Kentucky Rule 23 Class members for all hours worked, including the required overtime compensation at a rate of not less than one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) per week.

169. Defendant's uniform policies and practices, as described herein, were willful, intentional, unreasonable, arbitrary and in bad faith.

170. As a result of Defendant's violations of K.R.S. §§ 337.010 *et seq.*, Plaintiff Harris and the putative Kentucky Rule 23 Class members are entitled to recover unpaid overtime wages dating five (5) years back, K.R.S. § 413.120(2), plus an additional equal amount in liquidated damages, reasonable attorneys' fees, and costs of this action, pursuant to K.R.S. § 337.385.

**FOURTH CLAIM FOR RELIEF**

**Breach of Contract and Quantum Meruit under Mississippi Common Law  
(Brought by Plaintiffs Individually  
and on Behalf of the Rule 23 Class)  
Failure to Pay Straight Time Wages**

171. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint, as if fully set forth herein.

172. Defendant employed Plaintiff and Mississippi Rule 23 Class members as hourly-paid, non-exempt employees.

173. An express and/or implied-in-fact agreement existed between Defendant and Plaintiff and Mississippi Rule 23 Class members that they were to be compensated at a specified

hourly rate for all hours worked during their employment with Defendant, as evidenced by Defendant paying them an hourly rate of pay, furnishing paystubs showing agreed hourly rates, and instructing them to use Defendant's time-keeping system.

174. Defendant and Plaintiff and Mississippi Rule 23 Class members manifested their intent to be bound by that agreement, as evidenced by hourly-paid, non-exempt employees performing their agreed-upon job duties and using the Defendant's time-keeping system to clock in and out, and Defendant compensating them at their agreed-upon rates for the hours for which they were paid.

175. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

176. Plaintiff and Mississippi Rule 23 Class members often worked through their shifts without taking *bona fide* meal breaks.

177. Even though Plaintiff and Mississippi Rule 23 Class members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty minutes of pay.

178. Defendant failed to compensate Plaintiff and Mississippi Rule 23 Class members for all hours worked.

179. By failing to pay Plaintiff and Mississippi Rule 23 Class members for all hours worked pursuant to their implied contract, Defendant breached that contract.

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

181. As a result of Defendant's uniform policies and practices described above, Plaintiff and Mississippi Rule 23 Class members are illegally deprived of wages earned, in such amounts

to be determined at trial, and are entitled to recover unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant, plus interest.

**FIFTH CLAIM FOR RELIEF**  
**Breach of Contract and Quantum Meruit under Louisiana Common Law**  
**(Brought by Plaintiffs on Behalf of the Rule 23 Class)**  
**Failure to Pay Straight Time Wages**

182. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint, as if fully set forth herein.

183. Defendant employed Louisiana Rule 23 Class members as hourly-paid, non-exempt employees.

184. An express and/or implied-in-fact agreement existed between Defendant and Louisiana Rule 23 Class members that they were to be compensated at a specified hourly rate for all hours worked during their employment with Defendant, as evidenced by Defendant paying them an hourly rate of pay, furnishing paystubs showing agreed hourly rates, and instructing them to use Defendant's time-keeping system.

185. Defendant and Louisiana Rule 23 Class members manifested their intent to be bound by that agreement, as evidenced by hourly-paid, non-exempt employees performing their agreed-upon job duties and using the Defendant's time-keeping system to clock in and out, and Defendant compensating them at their agreed-upon rates for the hours for which they were paid.

186. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

187. Louisiana Rule 23 Class members often worked through their shifts without taking *bona fide* meal breaks.

188. Even though Louisiana Rule 23 Class members did not take *bona fide* meal breaks

during the work shifts, Defendant deducted thirty minutes of pay.

189. Defendant failed to compensate Louisiana Rule 23 Class members for all hours worked.

190. By failing to pay Louisiana Rule 23 Class members for all hours worked pursuant to their implied contract, Defendant breached that contract.

191. Defendant owes the Louisiana Rule 23 Class members wages for hours worked that were not compensated.

192. As a result of Defendant's uniform policies and practices described above, Louisiana Rule 23 Class members are illegally deprived of wages earned, in such amounts to be determined at trial, and are entitled to recover unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant, plus interest.

**SIXTH CLAIM FOR RELIEF**  
**Violations of the Louisiana Wage Payment Act, La. R.S. §§ 23:631 *et seq.***  
**(Brought by Plaintiffs on Behalf of the Rule 23 Class)**  
**Failure to Pay Waiting-Time Penalties**

193. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint, as if fully set forth herein.

194. Defendant employed Louisiana Rule 23 Class members as hourly-paid, non-exempt employees within the meaning of the LWPA, La. R.S. §§ 23:631 *et seq.*

195. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

196. Louisiana Rule 23 Class members often worked through their shifts without taking *bona fide* meal breaks.

197. Even though Louisiana Rule 23 Class members did not take *bona fide* meal breaks



during the work shifts, Defendant deducted thirty minutes of pay.

198. Defendant failed to compensate Louisiana Rule 23 Class members for all hours worked, including hours worked in excess of 40 in a workweek.

199. In addition, Defendant failed to include additional compensation in Louisiana Rule 23 Class members' regular rate of pay, including, but not limited to, non-discretionary quarterly bonuses, before statutory overtime compensation is computed.

200. As a result of the Defendant's common illegal policies and practices stated herein, Defendant failed to pay Louisiana Rule 23 Class members for all hours worked, and therefore failed to pay the full amounts owed to Louisiana Rule 23 Class members upon their discharge or resignation of employment "on or before the next regular payday or no later than fifteen days following the date of discharge, whichever occurs first," as required by the LWPA. La. R.S. § 23:631.

201. Defendant's uniform policies and practices, as described herein, were willful, intentional, unreasonable, arbitrary and in bad faith.

202. As a result of Defendant's violations of the LWPA, Louisiana Rule 23 Class members are entitled to recover either for 90 days' wages at the employees' daily rates of pay, or else for full wages from the time the employees' demands for payment are made until Defendant pays or tenders the amounts of unpaid wages due to such employees, whichever is the lesser amount of penalty wages, *see* La. R.S. 23:632, plus reasonable attorneys' fees and costs of this action.

**SEVENTH CLAIM FOR RELIEF**  
**Violations of Indiana Wage Statutes, Ind. Code Ann. §§ 22-2-5-1 *et seq.***  
**(Brought by Plaintiffs on Behalf of the Rule 23 Class)**  
**Failure to Pay Straight Time Wages**

203. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint, as if fully

set forth herein.

204. Defendant employed Indiana Rule 23 Class members as hourly-paid, non-exempt employees within the meaning of the Indiana Wage Statutes, Ind. Code Ann. §§ 22-2-5-1 and 22-2-9-2.

205. Indiana Rule 23 Class members have not been exempt from the protections of the Indiana Wage Statutes.

206. Indiana Rule 23 Class members have regularly worked in excess of forty (40) hours per workweek.

207. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for “meal breaks” irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks. Indiana Rule 23 Class members often worked through their shifts without taking *bona fide* meal breaks.

208. Even though Indiana Rule 23 Class members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty minutes of pay.

209. Defendant failed to compensate Indiana Rule 23 Class members for all hours worked, including hours worked in excess of 40 in a workweek.

210. In addition, Defendant failed to include additional compensation in Indiana Rule 23 Class members’ regular rate of pay, including, but not limited to, non-discretionary quarterly bonuses, before statutory overtime compensation is computed.

211. As a result of the Defendant’s common illegal policies and practices stated herein, Defendant failed to pay Indiana Rule 23 Class members for all hours worked, including the required overtime compensation at a rate of not less than one and one-half (1.5) times the regular rate of pay for hours worked in excess of forty (40) per week.

212. Defendant's uniform policies and practices, as described herein, were willful, intentional, unreasonable, arbitrary and in bad faith.

213. As a result of Defendant's violations of Ind. Code Ann. §§ 22-2-5-1 and 22-2-9-2, Indiana Rule 23 Class members are entitled to recover unpaid wages plus an additional equal amount in liquidated damages, reasonable attorneys' fees, and costs of this action, pursuant to Ind. Code Ann. § 22-2-5-2.

**EIGHTH CLAIM FOR RELIEF**  
**Breach of Contract and Quantum Meruit under Indiana Common Law**  
**(Brought by Plaintiffs on Behalf of the Rule 23 Class)**  
**Failure to Pay Straight Time Wages**

214. Plaintiffs repeat and reallege all preceding paragraphs of the Complaint, as if fully set forth herein.

215. Defendant employed Indiana Rule 23 Class members as hourly-paid, non-exempt employees.

216. An express and/or implied-in-fact agreement existed between Defendant and Indiana Rule 23 Class members that they were to be compensated at a specified hourly rate for all hours worked during their employment with Defendant, as evidenced by Defendant paying them an hourly rate of pay, furnishing paystubs showing agreed hourly rates, and instructing them to use Defendant's time-keeping system.

217. Defendant and Indiana Rule 23 Class members manifested their intent to be bound by that agreement, as evidenced by hourly-paid, non-exempt employees performing their agreed-upon job duties and using the Defendant's time-keeping system to clock in and out, and Defendant compensating them at their agreed-upon rates for the hours for which they were paid.

218. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts

and did not receive uninterrupted *bona fide* meal breaks.

219. Indiana Rule 23 Class members often worked through their shifts without taking *bona fide* meal breaks.

220. Even though Indiana Rule 23 Class members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty minutes of pay.

221. Defendant failed to compensate Indiana Rule 23 Class members for all hours worked.

222. By failing to pay Indiana Rule 23 Class members for all hours worked pursuant to their implied contract, Defendant breached that contract.

223. Defendant owes the Indiana Rule 23 Class members wages for hours worked that were not compensated.

224. As a result of Defendant's uniform policies and practices described above, Indiana Rule 23 Class members are illegally deprived of wages earned, in such amounts to be determined at trial, and are entitled to recover unpaid straight-time wages for all hours worked at their agreed-upon pay rates, consistent with their agreements with Defendant, plus interest.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully request that this Court grant the following relief against Defendant, as follows:

(A) A declaratory judgment that Defendant's policies and practices alleged herein violate the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*;

(B) A declaratory judgment that Defendant's policies and practices alleged herein violate the Kentucky Wage Statutes, K.R.S. §§ 337.010, *et seq.*;

- (C) A declaratory judgment that Defendant's policies and practices alleged herein violate the Indiana Wage Statutes, Ind. Code Ann. §§ 22-2-5-1, *et seq.*;
- (D) A declaratory judgment that Defendant's policies and practices alleged herein violate the LWPA, La. R.S. §§ 23:631 *et seq.*;
- (E) An Order for injunctive relief ordering Defendant to comply with the FLS, KWS, the LWPA, and IWS, and end all of the illegal wage practices alleged herein;
- (F) Certifying this action as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein;
- (G) Certifying this action as a class action pursuant to Fed R. Civ. P. 23 with respect to the state law claim(s) set forth herein;
- (H) Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment and locations of employment of all FLSA Collective and Rule 23 Class members;
- (I) Authorizing Plaintiffs' counsel to send notice(s) of this action to all FLSA Collective and Rule 23 Class members, including the publishing of notice in a manner that is reasonably calculated to apprise the FLSA Collective members of their rights by law to join and participate in this lawsuit;
- (J) Designating Named Plaintiffs as the representatives of the FLSA Collective in this action;
- (K) Designating Plaintiffs Hutchinson and Courtney as the representatives of the Tennessee Rule 23 Class in this action;
- (L) Designating Plaintiff Harris as the representative of the Kentucky Rule 23 Class in this action;

- (M) Designating Named Plaintiffs as the representatives of the Mississippi Rule 23 Class in this action;
- (N) Designating Named Plaintiffs as the representatives of the Louisiana Rule 23 Class in this action;
- (O) Designating Named Plaintiffs as the representatives of the Indiana Rule 23 Class in this action;
- (P) Designating the undersigned counsel as counsel for the FLSA Collective and the Rule 23 Classes in this action;
- (Q) Judgment for damages including all unpaid wages and liquidated damages to which Plaintiffs and the FLSA Collective members are lawfully entitled under the FLSA, 29 U.S.C. § 201, *et seq.*, and attendant regulations at 29 C.F.R. § 516, *et seq.*;
- (R) Judgment for unpaid straight-time wages for all hours worked at Plaintiffs Hutchinson's and Courtney's and each Tennessee Rule 23 Class member's agreed-upon pay rates, consistent with their agreements with Defendant;
- (S) Judgment for all unpaid wages and liquidated damages to which Plaintiff Harris and the Kentucky Rule 23 Class members are lawfully entitled under the KWS, K.R.S. §§ 337.010, *et seq.*;
- (T) Judgment for unpaid straight-time wages for all hours worked at Plaintiffs' and each Mississippi Rule 23 Class Member's agreed-upon pay rates, consistent with their agreements with Defendant;
- (U) Judgment for unpaid straight-time wages for all hours worked at each Louisiana Rule 23 Class Member's agreed-upon pay rates, consistent with their agreements with Defendant, in addition to damages to which the Louisiana Rule 23 Class Members are lawfully entitled under the LWPA;

- (V) Judgment for all unpaid wages and liquidated damages to which the Indiana Rule 23 Class members are lawfully entitled under Indiana common law and the IWS, Ind. Code Ann. §§ 22-2-5-1, *et seq.*;
- (W) Incentive awards for the Plaintiffs for serving as representatives of the FLSA Collective and Rule 23 Classes;
- (X) An Order directing Defendant to pay Plaintiffs and members of the collective/class reasonable attorneys' fees and all costs connected with this action pursuant to the FLSA, the KWS, the LWPA, and the IWS.
- (Y) Judgment for any and all civil penalties to which Plaintiffs and members of the collective/classes may be entitled; and
- (Z) Such other and further relief as to this Court may deem necessary, just and proper.

**JURY DEMAND**

Plaintiffs, individually and on behalf of all other FLSA Collective, Tennessee Rule 23 Class members, Kentucky Rule 23 Class members, Mississippi Rule 23 Class members, Louisiana Rule 23 Class members, and Indiana Rule 23 Class members, by and through undersigned counsel, 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.

Dated: May 19, 2023

RESPECTFULLY SUBMITTED,  
s/ Jason T. Brown

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*Counsel for Plaintiff*



**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that he caused a copy of the foregoing **SECOND AMENDED COMPLAINT** to be served upon the following counsel of record by the Court's ECF system, on the 19th day of May 2023:s

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