

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X	
RONEN SARTENA, ELIZABETH GORDON,	:
NATHANIEL DEARTH, and ISABEL STROBING, on	:
behalf of themselves and all others similarly situated,	:
	:
Plaintiffs,	:
	:
- against -	:
	:
MELTWATER NEWS US, INC. and MELTWATER NEWS	:
US 1, INC.,	:
Defendants.	:
-----X	

Index No.: 614389/2020

**FIRST AMENDED
COMPLAINT**

Plaintiffs Ronen Sartena, Elizabeth Gordon, Nathaniel Dearth, and Isabel Strobing (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their attorneys Outten & Golden LLP and James F. Misiano P.C., complaining of the conduct of Defendants Meltwater News US, Inc. and Meltwater News US 1, Inc. (collectively, "Defendants" or "Meltwater"), allege as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to recover unpaid overtime compensation and other damages for Plaintiffs and similarly situated co-workers who work or have worked as inside salespeople on Meltwater's Client Success and Client Acquisition teams in the job titles of Business Development Representative, Client Onboarder, Client Success Analyst, Client Success Representative, Client Support Representative, Growth Representative, Sales Consultant, Sales Development Representative, Senior Client Success Analyst, Senior Client Success Representative, Senior Client Support Representative, and Senior Sales Consultant (collectively, "Hourly Sales Representatives"), and in the job titles of Client Success Manager and Sales Manager (collectively, "Salaried Sales Representatives") (together with Hourly Sales Representatives, "Sales Representatives").

2. Meltwater is a digital media intelligence company with approximately 14 offices, including an office location in New York.

3. Defendants sell media intelligence products to business clients nationwide. Defendants employ Sales Representatives, such as Plaintiffs, to make sales to current and prospective clients.

4. Defendants require Sales Representatives to work long hours, often in excess of 40 hours per workweek in order to complete required tasks.

5. While employed by Defendants, Plaintiffs consistently worked more than 40 hours per workweek without receiving proper overtime compensation for all the hours they worked.

6. Specifically, Defendants deprived Sales Representatives of proper overtime pay by maintaining policies and/or practices: prohibiting Hourly Sales Representatives from reporting their actual overtime hours per week and requiring Hourly Sales Representatives to work “off-the-clock”; miscalculating Hourly Sales Representatives’ overtime premium pay by failing to include non-discretionary payments, including bonuses and commissions, in the calculation of Hourly Sales Representatives’ regular rate of pay; and uniformly classifying Salaried Sales Representatives as exempt from federal and state overtime provisions and failing to pay Salaried Sales Representatives any overtime wages for overtime hours worked.

7. Plaintiffs Elizabeth Gordon, Nathaniel Dearth, and Isabel Strobing (“FLSA Plaintiffs”) bring this action on behalf of themselves and all similarly situated current and former Sales Representatives who worked for Defendants pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*

8. Plaintiff Ronen Sartena brings this action to recover unpaid overtime compensation and other damages for himself and similarly situated Hourly Sales Representatives employed by Defendants in New York as a class action pursuant to Article 9 of the New York Civil Practice Law and Rules (“CPLR”) to remedy violations of the New York Labor Law (“NYLL” or “N.Y. Lab. Law”), N.Y. Lab. Law, Article 19, §§ 650, *et seq.* and Article 6, §§ 190, *et seq.* and the supporting New York State Department of Labor Regulations (collectively, “New York Wage Laws”).

9. Plaintiff Elizabeth Gordon brings this action to recover unpaid overtime compensation and other damages for herself and similarly situated Sales Representatives employed by Defendants in California as a class action pursuant to Article 9 of the CPLR to remedy violations of the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage Laws”).

10. Plaintiff Gordon also brings this action on behalf of herself and similarly situated Sales Representatives employed by Defendants in California to recover penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.*, for violations of the California Labor Code, as set forth herein.

11. Plaintiff Nathaniel Dearth brings this action to recover unpaid overtime compensation and other damages for himself and similarly situated Sales Representatives employed by Defendants in Illinois as a class action pursuant to Article 9 of the CPLR to remedy violations of the Illinois Minimum Wage Law (“IMWL”), 820 Ill. Comp. Stat. 105/1, *et seq.*, and applicable regulations (collectively, the “Illinois Wage Laws”).

12. Plaintiff Isabel Strobing brings this action to recover unpaid overtime compensation and other damages for herself and similarly situated Hourly Sales Representatives employed by Defendants in Massachusetts as a class action pursuant to Article 9 of the CPLR to remedy violations of the Massachusetts Wage Act, Mass Gen. L. ch. 149, §§ 148, 150, *et seq.*, and the Massachusetts Minimum Fair Wage Laws, Mass. Gen. L. ch. 151, § 1, *et seq.* (collectively, the “Massachusetts Wage Laws”).

JURISDICTION & VENUE

13. This Court has subject matter jurisdiction pursuant to the FLSA, 29 U.S.C. § 216(b), and the NYLL, Article 6, §§ 190 *et seq.* and Article 19, §§ 650 *et seq.*

14. Defendants are subject to personal jurisdiction in New York.

15. Venue is proper pursuant to CPLR § 501 because the parties contracted to venue in this county.

THE PARTIES

Plaintiffs

Plaintiff Ronen Sartena

16. Plaintiff Sartena is an adult individual who is a resident of Orange County, Florida.

17. Plaintiff Sartena was employed by Defendants in Defendants’ New York, New York office from June 2015 to January 2017 as an Hourly Sales Representative.

18. At all times relevant to the Complaint, Plaintiff Sartena was an “employee” within the meaning of all applicable statutes.

19. Plaintiff Sartena regularly worked more than 40 hours in a workweek, but was not paid for all hours he worked over 40.

Plaintiff Elizabeth Gordon

20. Plaintiff Gordon is an adult individual who is a resident of San Francisco County, California.

21. Plaintiff Gordon was employed by Defendants in Defendants' San Francisco, California office as an Hourly Sales Representative from June 2018 to June 2019, and as a Salaried Sales Representative in July 2019.

22. At all times relevant to the Complaint, Plaintiff Gordon was an "employee" within the meaning of all applicable statutes.

23. Plaintiff Gordon regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

24. A written consent form signed by Plaintiff Gordon is attached hereto as **Exhibit A**.

Plaintiff Nathaniel Dearth

25. Plaintiff Dearth is an adult individual who is a resident of Cook County, Illinois.

26. Plaintiff Dearth was employed by Defendants in Defendants' Chicago, Illinois office as an Hourly Sales Representative from June 2017 through May 2018, and as a Salaried Sales Representative from June 2018 to March 2019.

27. At all times relevant to the Complaint, Plaintiff Dearth was an "employee" within the meaning of all applicable statutes.

28. Plaintiff Dearth regularly worked more than 40 hours in a workweek, but was not paid for all hours he worked over 40.

29. A written consent form signed by Plaintiff Dearth is attached hereto as **Exhibit B**.

Plaintiff Isabel Strobing

30. Plaintiff Strobing is an adult individual who is a resident of Suffolk County, Massachusetts.

31. Plaintiff Strobing was employed by Defendants in Defendants' Boston, Massachusetts office as an Hourly Sales Representative from June 2017 to September 2018.

32. At all times relevant to the Complaint, Plaintiff Strobing was an "employee" within the meaning of all applicable statutes.

33. Plaintiff Strobing regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

34. A written consent form signed by Plaintiff Strobing is attached hereto as **Exhibit C**.

Defendants

35. Upon information and belief, Defendant Meltwater News US, Inc. is a corporation formed under the laws of the State of Delaware with a principal place of business in San Francisco, California.

36. At all times hereinafter mentioned, Defendant Meltwater News US, Inc. was Plaintiffs' "employer" within the meaning of all applicable statutes.

37. Defendant Meltwater News US, Inc. has applied the same employment policies, practices, and procedures to all Sales Representatives nationwide, including policies, practices, and procedures with respect to payment of overtime compensation.

38. Defendant Meltwater News US, Inc.'s annual gross volume of business is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(1)(A)(ii).

39. Upon information and belief, Defendant Meltwater News US 1, Inc. is a corporation formed under the laws of the State of Delaware with a principal place of business in San Francisco, California.

40. At all times hereinafter mentioned, Defendant Meltwater News US 1, Inc. was Plaintiffs' "employer" within the meaning of all applicable statutes.

41. Defendant Meltwater News US 1, Inc. has applied the same employment policies, practices, and procedures to all Sales Representatives nationwide, including policies, practices, and procedures with respect to payment of overtime compensation.

42. Upon information and belief, Defendant Meltwater News US 1, Inc.'s annual gross volume of business is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(1)(A)(ii).

FLSA COLLECTIVE ACTION ALLEGATIONS

43. FLSA Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons employed by Defendants as Sales Representatives nationwide, at any time during the period February 5, 2017 through November 16, 2020, who elect to opt-in to this action (the "FLSA Collective").

44. All of the work that FLSA Plaintiffs and the FLSA Collective performed was assigned by Defendants, and/or Defendants were aware of all of the work that FLSA Plaintiffs and the FLSA Collective performed.

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

- a. willfully failing to pay FLSA Plaintiffs and the members of the FLSA Collective overtime wages for all hours that they worked in excess of 40 hours per workweek;
- b. willfully misclassifying FLSA Plaintiffs and the members of the FLSA Collective employed as Salaried Sales Representatives as exempt from the protections of the FLSA;
- c. willfully failing to pay FLSA Plaintiffs and the members of the FLSA Collective proper overtime compensation by failing to include non-discretionary payments, including commissions and bonuses, in calculating the regular rate of pay; and
- d. willfully failing to record all of the time that FLSA Plaintiffs and the members of the FLSA Collective worked for the benefit of Defendants.

46. Defendants were aware or should have been aware that federal law requires them: to pay non-exempt employees, including FLSA Plaintiffs and members of the FLSA Collective who were employed as Hourly Sales Representatives, an overtime premium of one and one-half times their regular rate of pay for all work hours Defendants suffered or permitted them to work in excess of 40 per workweek; and to pay employees performing non-exempt duties, including FLSA Plaintiffs and members of the FLSA Collective employed as Salaried Sales Representatives, an overtime premium for hours worked in excess of 40 per workweek.

47. Defendants applied the same unlawful policies and practices to all members of the FLSA Collective.

48. Defendants' unlawful conduct was widespread, repeated, and consistent.

CLASS ACTION ALLEGATIONS

The New York Class

49. Plaintiff Sartena (the "New York Class Representative") brings the Second, Third, and Fourth Causes of Action pursuant to Article 9 of the CPLR on behalf of himself and all

similarly situated Hourly Sales Representatives employed by Defendants in New York at any time during the period January 29, 2014 through November 16, 2020 (the “New York Class”).

50. Excluded from the New York Class are Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the relevant period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judge(s)’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the New York Class.

51. The members of the New York Class are so numerous that joinder of all members is impracticable.

52. Upon information and belief, the size of the New York Class is at least 100 individuals.

53. Common questions of law and fact exist as to the members of the New York Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

- a. whether Defendants failed to keep accurate time records for all hours worked by the New York Class;
- b. whether Defendants failed to pay proper compensation to the New York Class for all work-hours in excess of 40 per workweek in violation of and within the meaning of N.Y. Lab. Law Article 6, §§ 190, *et seq.* and the supporting New York State Department of Labor Regulations, 12 N.Y.C.R.R. Part 142;
- c. whether Defendants failed to pay the New York Class proper overtime compensation by failing to include non-discretionary payments, including commissions and bonuses, in calculating the regular rate of pay;
- d. whether Defendants failed to furnish the New York Class with an accurate statement of, *inter alia*, wages, hours worked, and rates paid as required by N.Y. Lab. Law § 195;

- e. whether Defendants failed to furnish the New York Class with the annual notice required by N.Y. Lab. Law § 195;
- f. the nature and extent of New York Class-wide injury and the appropriate measure of damages sustained by the New York Class; and
- g. whether Defendants acted willfully or with reckless disregard in their failure to pay the New York Class.

54. The New York Class Representative's claims are typical of those claims which could be alleged by any member of the New York Class, and the relief sought is typical of the relief which would be sought by each member of the New York Class in separate actions. All the members of the New York Class were subject to the same corporate policies of Defendants, as alleged herein. Defendants' corporate-wide policies and practices affected all members of the New York Class similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the New York Class. The New York Class Representative and other members of the New York Class sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

55. The New York Class Representative will fairly and adequately protect the interests of the Class. The New York Class Representative understands that as a class representative, he assumes a fiduciary responsibility to the New York Class to represent its interests fairly and adequately. The New York Class Representative recognizes that as a class representative, he must represent and consider the interests of the New York Class just as he would represent and consider his own interests. The New York Class Representative understands that in decisions regarding the conduct of the litigation and its possible settlement, he must not favor his own interests over the interests of the New York Class. The New York Class Representative recognizes that any resolution of a class action must be in the best interest of the class. The New York Class Representative understands that in order to provide adequate

representation, he must be informed of developments in the litigation, cooperate with class counsel, and testify at deposition and/or trial. The New York Class Representative has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between the New York Class Representative and the New York Class members.

56. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against the corporate Defendants. New York Class members were damaged and are entitled to recovery as a result of Defendants’ violations of the New York Wage Laws as well as Defendants’ common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the New York Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual New York Class members lack the financial resources to conduct a thorough examination of Defendants’ timekeeping and compensation policies and practices and to prosecute vigorously against Defendants to recover such damages. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants’ practices.

The California Class

57. Plaintiff Gordon (the “California Class Representative”) brings the Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Causes of Action pursuant to Article 9 of the CPLR on behalf of herself and all similarly situated Hourly Sales Representatives employed by Defendants in California at any time during the period January 29, 2016 through November 16, 2020 (“California Hourly Sub-Class”), and all similarly situated Salaried Sales Representatives

employed by Meltwater in California at any time during the period February 5, 2016 through November 16, 2020 (“California Salaried Sub-Class”) (together with the California Hourly Sub-Class, the “California Class”).

58. Excluded from the California Class are Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the relevant period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judge(s)’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the California Class.

59. The members of the California Class are so numerous that joinder of all members is impracticable.

60. Upon information and belief, the size of the California Class is at least 100 individuals.

61. Common questions of law and fact exist as to the members of the California Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

- a. whether Defendants unlawfully failed to pay the California Class all overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, 1174, 1774.5, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
- b. whether the California Salaried Sub-Class members were non-exempt employees entitled to overtime compensation for overtime hours worked under California law;
- c. whether Defendants failed to pay the California Class proper overtime compensation by failing to include non-discretionary payments, including commissions and bonuses, in calculating the regular rate of pay;

- d. whether Defendants unlawfully failed to keep and furnish the California Class with timely, accurate, and itemized records of hours worked in violation of Cal. Labor Code §§ 226 and 1174;
- e. whether Defendants unlawfully failed to timely pay wages during employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203, and 204;
- f. whether Defendants unlawfully failed to furnish the California Class with proper meal breaks and/or rest breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders;
- g. whether Defendants failed to reimburse the California Class for reasonable and necessary business expenses in violation of Cal. Labor Code § 2802; and
- h. the nature and extent of California Class members' injuries and the appropriate measure of their damages.

62. The California Class Representative's claims are typical of those claims which could be alleged by any member of the California Class, and the relief sought is typical of the relief which would be sought by each member of the California Class in separate actions. All the members of the California Class were subject to the same corporate practices of Defendants, as alleged herein. Defendants' corporate-wide policies and practices affected all members of the California Class similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the California Class. The California Class Representative and other members of the California Class sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

63. The California Class Representative will fairly and adequately protect the interests of the California Class. The California Class Representative understands that as a class representative, she assumes a fiduciary responsibility to the California Class to represent its interests fairly and adequately. The California Class Representative recognizes that as a class

representative, she must represent and consider the interests of the California Class just as she would represent and consider her own interests. The California Class Representative understands that in decisions regarding the conduct of the litigation and its possible settlement, she must not favor her own interests over the interests of the California Class. The California Class Representative recognizes that any resolution of a class action must be in the best interest of the class. The California Class Representative understands that in order to provide adequate representation, she must be informed of developments in the litigation, cooperate with class counsel, and testify at deposition and/or trial. The California Class Representative has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between the California Class Representative and the California Class members.

64. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against the corporate Defendants. California Class members were damaged and are entitled to recovery as a result of Defendants’ violations of the California Wage Laws as well as Defendants’ common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the California Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual California Class members lack the financial resources to conduct a thorough examination of Defendants’ timekeeping and compensation policies and practices and to prosecute vigorously against Defendants to recover such damages. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants’ practices.

The Illinois Class

65. Plaintiff Dearth (the “Illinois Class Representative”) brings the Thirteenth Cause of Action pursuant to Article 9 of the CPLR on behalf of himself and all similarly situated Hourly Sales Representatives employed by Defendants in Illinois at any time during the period January 29, 2017 through November 16, 2020 (“Illinois Hourly Sub-Class”), and all similarly situated Salaried Sales Representatives employed by Defendants in Illinois at any time during the period February 5, 2017 through November 16, 2020 (“Illinois Salaried Sub-Class”) (together with the Illinois Hourly Sub-Class, the “Illinois Class”).

66. Excluded from the Illinois Class are Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the relevant period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judge(s)’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Illinois Class.

67. The members of the Illinois Class are so numerous that joinder of all members is impracticable.

68. Upon information and belief, the size of the Illinois Class is at least 40 individuals.

69. Common questions of law and fact exist as to the members of the Illinois Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

- a. whether Defendants violated the Illinois Wage Laws;
- b. whether Defendants failed to compensate the Illinois Class for hours worked in excess of 40 hours per workweek;

- c. whether Illinois Salaried Sub-Class members were non-exempt employees entitled to overtime compensation for overtime hours worked under Illinois law;
- d. whether Defendants failed to pay the Illinois Class proper overtime compensation by failing to include non-discretionary payments, including commissions and bonuses, in calculating the regular rate of pay;
- e. whether Defendants failed to keep true and accurate time records for all hours worked by the Illinois Class; and
- f. the nature and extent of Illinois Class-wide injury and the appropriate measure of damages for the Illinois Class.

70. The Illinois Class Representative's claims are typical of those claims which could be alleged by any member of the Illinois Class, and the relief sought is typical of the relief which would be sought by each member of the Illinois Class in separate actions. All the members of the Illinois Class were subject to the same corporate practices of Defendants, as alleged herein. Defendants' corporate-wide policies and practices affected all members of the Illinois Class similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the Illinois Class. The Illinois Class Representative and other members of the Illinois Class sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

71. The Illinois Class Representative will fairly and adequately protect the interests of the Illinois Class. The Illinois Class Representative understands that as a class representative, he assumes a fiduciary responsibility to the Illinois Class to represent its interests fairly and adequately. The Illinois Class Representative recognizes that as a class representative, he must represent and consider the interests of the Illinois Class just as he would represent and consider his own interests. The Illinois Class Representative understands that in decisions regarding the conduct of the litigation and its possible settlement, he must not favor his own interests over the interests of the Illinois Class. The Illinois Class Representative recognizes that any resolution of

a class action must be in the best interest of the class. The Illinois Class Representative understands that in order to provide adequate representation, he must be informed of developments in the litigation, cooperate with class counsel, and testify at deposition and/or trial. The Illinois Class Representative has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between the Illinois Class Representative and the Illinois Class members.

72. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against the corporate Defendants. Illinois Class members were damaged and are entitled to recovery as a result of Defendants’ violations of the Illinois Wage Laws as well as Defendants’ common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Illinois Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Illinois Class members lack the financial resources to conduct a thorough examination of Defendants’ timekeeping and compensation policies and practices and to prosecute vigorously against Defendants to recover such damages. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants’ practices.

The Massachusetts Class

73. Plaintiff Strobing (the “Massachusetts Class Representative”) brings the Fourteenth and Fifteenth Causes of Action pursuant to Article 9 of the CPLR on behalf of herself and all similarly situated Hourly Sales Representatives employed by Defendants in

Massachusetts at any time during the period January 29, 2017 through November 16, 2020

(“Massachusetts Class”).

74. Excluded from the Massachusetts Class are Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the relevant period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judge(s)’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Massachusetts Class.

75. The members of the Massachusetts Class are so numerous that joinder of all members is impracticable.

76. Upon information and belief, the size of the Massachusetts Class is at least 40 individuals.

77. Common questions of law and fact exist as to the members of the Massachusetts Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

- a. whether Defendants employed the Massachusetts Class within the meaning of Massachusetts law;
- b. whether Defendants failed to pay the Massachusetts Class the legally required amount of overtime compensation for hours worked in excess of 40 hours per workweek, in violation of Massachusetts law;
- c. whether Defendants failed and refused to pay the Massachusetts Class their wages within six days of the termination of the pay period during which the wages were earned;
- d. whether Defendants are liable for all damages claimed by the Massachusetts Class, including, without limitation, compensatory, treble, and statutory damages, interest, costs and disbursements, and attorneys’ fees; and
- e. whether Defendants should be enjoined from continuing to violate Massachusetts law in the future.

78. The Massachusetts Class Representative's claims are typical of those claims which could be alleged by any member of the Massachusetts Class, and the relief sought is typical of the relief which would be sought by each member of the Massachusetts Class in separate actions. All the members of the Massachusetts Class were subject to the same corporate practices of Defendants, as alleged herein. Defendants' corporate-wide policies and practices affected all members of the Massachusetts Class similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the Massachusetts Class. The Massachusetts Class Representative and other members of the Massachusetts Class sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

79. The Massachusetts Class Representative will fairly and adequately protect the interests of the Massachusetts Class. The Massachusetts Class Representative understands that as a class representative, she assumes a fiduciary responsibility to the Massachusetts Class to represent its interests fairly and adequately. The Massachusetts Class Representative recognizes that as a class representative, she must represent and consider the interests of the Massachusetts Class just as she would represent and consider her own interests. The Massachusetts Class Representative understands that in decisions regarding the conduct of the litigation and its possible settlement, she must not favor his own interests over the interests of the Massachusetts Class. The Massachusetts Class Representative recognizes that any resolution of a class action must be in the best interest of the class. The Massachusetts Class Representative understands that in order to provide adequate representation, she must be informed of developments in the litigation, cooperate with class counsel, and testify at deposition and/or trial. The Massachusetts Class Representative has retained counsel competent and experienced in complex class actions

and employment litigation. There is no conflict between the Massachusetts Class Representative and the Massachusetts Class members.

80. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against the corporate Defendants. Massachusetts Class members were damaged and are entitled to recovery as a result of Defendants’ violations of the Massachusetts Wage Laws as well as Defendants’ common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Massachusetts Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Massachusetts Class members lack the financial resources to conduct a thorough examination of Defendants’ timekeeping and compensation policies and practices and to prosecute vigorously against Defendants to recover such damages. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants’ practices.

COMMON FACTUAL ALLEGATIONS

81. Plaintiffs and the members of the FLSA Collective, the New York Class, the California Class, the Illinois Class, and the Massachusetts Class (collectively, “Class Members”) have been victims of Defendants’ common policies and practices that violated their rights under the FLSA, the New York Wage Laws, the California Wage Laws, the Illinois Wage Laws, and the Massachusetts Wage Laws by requiring Sales Representatives to work in excess of 40 hours per week and/or in excess of 8 hours per day without proper overtime compensation for all

overtime hours worked. At all times relevant, Defendants' unlawful policy and pattern or practice has been willful.

82. Defendants have a policy and pattern or practice to prohibit Plaintiffs and Hourly Sales Representative Class Members from recording their actual overtime hours worked per week, and a policy and pattern or practice of failing to pay overtime compensation for recorded work hours at the proper rate, by not including non-discretionary payments, including commissions and bonuses, in calculating the regular rate of pay.

83. Although Plaintiffs' and Salaried Sales Representative Class Members' primary duties were non-exempt duties, including identifying business opportunities and engaging with current and prospective customers through prospecting, cold calling, emailing, and phone and web meetings, Defendants classified them as overtime-exempt and denied them overtime compensation for time worked in excess of 40 hours in a workweek and/or in excess of 8 hours in a workday.

84. All of the work performed by Plaintiffs and Class Members was assigned by Defendants and/or Defendants were aware of the work that Plaintiffs and Class Members performed.

85. As part of their regular business practices, Defendants intentionally, willfully, and repeatedly engaged in patterns, practices, and/or policies that violate the FLSA, the New York Wage Laws, the California Wage Laws, the Illinois Wage Laws, and the Massachusetts Wage Laws, including, but not limited to:

- a. willfully failing to record all of the time that employees, including Plaintiffs and Class Members, worked for the behalf of Defendants;
- b. willfully failing to keep payroll records as required by the FLSA, New York Wage Laws, California Wage Laws, Illinois Wage Laws, and Massachusetts Wage Laws;

- c. willfully requiring Plaintiffs and Hourly Sales Representative Class Members to work “off-the-clock;”
- d. willfully failing to pay employees, including Plaintiffs and Class Members, overtime wages for all of the overtime hours they worked;
- e. willfully failing to pay employees, including Plaintiffs and Hourly Sales Representative Class Members, proper overtime compensation by failing to include non-discretionary payments, including commissions and bonuses, in calculating the regular rate of pay; and
- f. willfully misclassifying Plaintiffs and Salaried Sales Representatives as exempt from overtime protections.

86. Defendants were or should have been aware that they were required to pay their Sales Representatives proper overtime compensation for all hours worked in excess of 40 per week.

87. Defendants’ failure to pay Plaintiffs and Class Members proper overtime wages was willful, intention, and in bad faith.

FIRST CAUSE OF ACTION

FLSA – Overtime Wages

29 U.S.C. §§ 201, *et seq.*

(Brought by Plaintiffs Gordon, Dearth, and Strobing Individually and on Behalf of the FLSA Collective)

88. FLSA Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

89. Defendants engaged in a widespread pattern and practice of violating the FLSA, as described in this Complaint.

90. FLSA Plaintiffs have consented in writing to be parties to this action, pursuant to 29 U.S.C. § 216(b).

91. At all relevant times, FLSA Plaintiffs and other similarly situated current and former employees were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

92. The overtime wage provisions set forth in §§ 201, *et seq.* of the FLSA apply to Defendants.

93. Defendants are employers engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

94. At all times relevant, FLSA Plaintiffs were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

95. Defendants failed to pay FLSA Plaintiffs and similarly situated current and former employees the overtime wages to which they were entitled under the FLSA.

96. Defendants' violations of the FLSA, as described in this Complaint, were willful and intentional. Defendants failed to make a good faith effort to comply with the FLSA with respect to its compensation of FLSA Plaintiffs and other similarly situated current and former employees.

97. Because Defendants' violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

98. As a result of Defendants' willful violations, FLSA Plaintiffs and all other similarly situated employees suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq.*

99. As a result of the unlawful acts of Defendants, FLSA Plaintiffs and other similarly situated current and former employees were deprived of overtime compensation and other wages

in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

NYLL – Unpaid Overtime

**N.Y. Lab. Law §§ 190, *et seq.*, 650, *et seq.*; 12 N.Y.C.R.R. Part 142-2.2
(Brought by Plaintiff Sartena Individually and on Behalf of the New York Class)**

100. The New York Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs.

101. Defendants employed the New York Class Representative and members of the New York Class for workweeks longer than 40 hours and willfully failed to compensate the New York Class Representative and members of the New York Class for all of their time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of the NYLL.

102. By the course of conduct set forth above, Defendants have violated N.Y. Lab. Law §§ 190, *et seq.*, 650, *et seq.*; 12 N.Y.C.R.R. Part 142-2.2.

103. Defendants failed to keep, make, preserve, maintain and furnish accurate records of time worked by the New York Class Representative and members of the New York Class.

104. Defendants have a policy and practice of refusing to pay proper overtime compensation for all hours worked to the New York Class Representative and members of the New York Class.

105. Defendants' failure to pay overtime compensation to the New York Class Representative and members of the New York Class was willful within the meaning of N.Y. Lab. Law §§ 198, 663.

106. As a consequence of the willful underpayment of wages, alleged above, the New York Class Representative and members of the New York Class have incurred damages and

Defendants are indebted to them in the amount of the unpaid overtime compensation and such other legal and equitable relief due to the Defendants' unlawful and willful conduct, as the Court deems just and proper.

107. The New York Class Representative and members of the New York Class seek recovery of liquidated damages, attorneys' fees, and costs to be paid by the Defendants as provided by the NYLL.

THIRD CAUSE OF ACTION

NYLL – Failure to Provide Accurate Wage Statements

N.Y. Lab. Law, Article 6, §§ 190 *et seq.*

(Brought by Plaintiff Sartena Individually and on Behalf of the New York Class)

108. The New York Class Representative realleges and incorporates by reference herein all allegations in all preceding paragraphs.

109. Defendants failed to supply the New York Class Representative and members of the New York Class with an accurate statement of wages as required by N.Y. Lab. Law § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

110. Due to Defendants' violations of N.Y. Lab. Law § 195, the New York Class Representative and members of the New York Class are each entitled to damages of \$250 for each work day that Defendants failed to provide accurate wage statements, or a total of \$5,000 per class member, as provided for by N.Y. Lab. Law § 198, plus reasonable attorneys' fees, costs, and injunctive and declaratory relief.

FOURTH CAUSE OF ACTION**NYLL – Failure to Provide Compliant Wage Notices****N.Y. Lab. Law, Article 6, §§ 190 *et seq.*****(Brought by Plaintiff Sartena Individually and on Behalf of the New York Class)**

111. The New York Class Representative realleges and incorporates by reference herein all allegations in all preceding paragraphs.

112. On information and belief, Defendants failed to supply the New York Class Representative and members of the New York Class with proper notice as required by N.Y. Lab. Law § 195, in English or in the language identified by the employee as their primary language, containing the employee’s rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the regular pay day designated by the employer in accordance with N.Y. Lab. Law § 191; the name of the employer; any “doing business as” names used by the employer; the physical address of the employer’s main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

113. Due to Defendants’ violations of N.Y. Lab. Law § 195, the New York Class Representative and members of the New York Class are each entitled to damages of \$50 for each work day that Defendants failed to provide a wage notice, or a total of \$5,000 per class member, as provided for by N.Y. Lab. Law § 198, reasonable attorneys’ fees, costs, and injunctive and declaratory relief.

FIFTH CAUSE OF ACTION**California Wage Laws – Overtime Wages****California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194****(Brought by Plaintiff Gordon Individually and on Behalf of the California Class)**

114. The California Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs.

115. California law requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

116. The California Class Representative and California Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

117. At all relevant times, the California Class Representative and the California Class members worked in excess of 40 hours in a workweek and 8 hours in a workday.

118. At all relevant times, Defendants failed and refused to pay the California Class Representative and the California Class members proper overtime compensation for all of their overtime hours worked.

119. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, the California Class Representative and the California Class members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Defendants in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

SIXTH CAUSE OF ACTION

California Wage Laws – Record-Keeping Violations

California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5 (Brought by Plaintiff Gordon Individually and on Behalf of the California Class)

120. The California Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs.

121. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to the California Class Representative and the California Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to the

California Class Representative and the California Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendants have failed to maintain accurate records of hours worked by the California Class Representative and the California Class members as required under Labor Code § 1174(d).

122. The California Class Representative and the California Class members are entitled to and seek injunctive relief requiring Defendants to comply with California Labor Code §§ 226(a) and 1174(d), and further seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

SEVENTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Lab. Code §§ 201, 202, & 203

(Brought by Plaintiff Gordon Individually and on Behalf of the California Class)

123. The California Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs.

124. California Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

125. The California Class Representative and all California Class members who ceased employment with Defendants are entitled to unpaid compensation, but to date have not received such compensation.

126. More than thirty (30) days have passed since the California Class Representative and certain California Class members left Defendants' employ.

127. The California Class Representative, on behalf of herself and the California Class members, seeks waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

EIGHTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Lab. Code §§ 204 & 210

(Brought by Plaintiff Gordon Individually and on Behalf of the California Class)

128. The California Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs.

129. Under California Labor Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

130. California Labor Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

131. During the relevant period, Defendants failed to pay the California Class Representative and California Class members all of their wages earned in a timely manner, in violation of California Labor Code § 204.

132. The California Class Representative, on behalf of herself and the California Class members, seeks waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

NINTH CAUSE OF ACTION

**California Wage Laws – Meal and Rest Period Provisions
Cal. Wage Order Nos. 4-2001 & 7-2001; Cal. Labor Code §§ 218.5, 226.7, & 512
(Brought by Plaintiff Gordon Individually and on Behalf of the California Class)**

133. The California Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs as if they were set forth again herein.

134. The California Class Representative and the California Class members regularly work and have worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

135. In addition, the California Class Representative and the California Class members regularly work and have worked without being afforded at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, as required by California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

136. As a result of Defendants' failure to afford proper meal periods, Defendants are liable to the California Class Representative and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods

were not provided, pursuant to Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 11.

137. As a result of Defendants' failure to afford proper rest periods, Defendants are liable to the California Class Representative and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

TENTH CAUSE OF ACTION

California Wage Laws – Business Expenses

Cal. Labor Code § 2802; Cal. Wage Order Nos. 4-2001 & 7-2001

(Brought by Plaintiff Gordon Individually and on Behalf of the California Class)

138. The California Class Representative realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

139. California Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

140. Defendants failed to indemnify and reimburse the California Class Representative and the California Class members for necessary expenditures, including but not limited to personal cell phone use, that they incurred as a direct result of the duties they performed for Defendants' benefit and/or at Defendants' direction.

141. As a result, the California Class Representative and the California Class members seek unreimbursed expenses, penalties, interest, costs incurred, and attorneys' fees pursuant to California Labor Code § 2802(b).

ELEVENTH CAUSE OF ACTION**California Wage Laws – Unfair Competition****Cal. Bus. & Prof. Code §§ 17200, *et seq.*****(Brought by Plaintiff Gordon Individually and on Behalf of the California Class)**

142. The California Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs.

143. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

144. Beginning at a date unknown to the California Class Representative, but at least as long ago as four years prior to the filing of this action, Defendants committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendants’ conduct as alleged herein has injured the California Class Representative and the California Class members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

145. Defendants engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code § 510;
- c. Cal. Lab. Code § 226;
- d. Cal. Lab. Code § 1174;
- e. Cal. Lab. Code § 201, 202, 203;
- f. Cal. Lab. Code § 204;
- g. Cal. Lab. Code § 512

h. Cal. Lab. Code § 2802

146. Defendants' course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Defendants' conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

147. The unlawful and unfair business practices and acts of Defendants, described above, have injured the California Class Representative and the California Class members in that they were wrongfully denied the payment of earned overtime wages.

148. The California Class Representative, individually and on behalf of the California Class, seeks recovery of attorneys' fees and costs of this action to be paid by Defendants, as provided by the UCL and Cal. Lab. Code §§ 218, 218.5, and 1194.

149. The California Class Representative, individually and on behalf of the California Class, seeks restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

TWELFTH CAUSE OF ACTION

Private Attorneys General Act

Cal. Lab. Code §§ 2698, *et seq.*

(Brought by Plaintiff Gordon Individually and on Behalf of the Aggrieved Employees)

150. Plaintiff Gordon, on behalf of herself and Hourly Sales Representatives employed by Defendants in California at time during the period January 29, 2019 through November 16, 2020, and Salaried Sales Representatives employed by Defendants in California at any time during the period July 28, 2019 through November 16, 2020 (collectively, "Aggrieved

Employees”), realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

151. Notice of the PAGA claims alleged herein was provided to the California Labor & Workforce Development Agency (“LWDA”) on January 29, 2020 and July 28, 2020 and to Defendants on January 29, 2020 and July 29, 2020. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

152. Plaintiff Gordon is an Aggrieved Employee under PAGA, as she was employed by Defendants during the applicable statutory period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, she seeks to recover on behalf of herself and all other current and former Aggrieved Employees of Meltwater, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs.

153. Plaintiff Gordon seeks civil penalties pursuant to PAGA for violations of the following California Labor Code provisions:

- a. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, 1194, 1198, and Wage Order Nos. 4-2001 & 7-2001;
- b. Failure to provide itemized wage statements in violation of Cal. Lab. Code §§ 226 and 226.3, 1174(d), & 1174.5;
- c. Failure to provide prompt payment of wages upon termination and resignation in violation of Cal. Lab. Code §§ 201, 202, & 203;
- d. Failure to provide meal breaks in violation of Cal. Lab. Code §§ 281.5, 226.7, 512, and Wage Order Nos. 4-2001 & 7-2001; and
- e. Failure to reimburse for all reasonable and necessary expenditures incurred by Sales Representatives in direct consequence of the discharge of their duties, in violation of Cal. Lab. Code § 2802.

THIRTEENTH CAUSE OF ACTION**Illinois Wage Laws – Overtime Wages****820 Ill. Comp. Stat. 105/1, et seq.****(Brought by Plaintiff Dearth Individually and on Behalf of the Illinois Class)**

154. The Illinois Class Representative realleges and incorporates by reference all allegations in all preceding paragraphs.

155. At all times relevant, the Illinois Class Representative and the members of the Illinois Class have been employees and Defendants have been their employer within the meaning of the Illinois Wage Laws. The Illinois Class Representative and the members of the Illinois Class are covered by the Illinois Wage Laws.

156. Defendants employed the Illinois Class Representative and the members of the Illinois Class.

157. Defendants failed to pay the Illinois Class Representative and the members of the Illinois Class proper overtime wages to which they are entitled under the Illinois Wage Laws.

158. Defendants failed to keep, make, preserve, maintain, and furnish accurate records of time worked by the Illinois Class Representative and the Illinois Class members.

159. Due to Defendants' intentional and willful violations of the Illinois Wage Laws, the Illinois Class Representative and the members of the Illinois Class are entitled to recover from Defendants their unpaid wages (including overtime wages), treble damages, reasonable attorneys' fees and costs of the action, pre-judgment interest, 5% interest per month interest in accordance with the Illinois Wage Laws, and such other relief as provided by law.

FOURTEENTH CAUSE OF ACTION**Massachusetts Wage Law – Unpaid Overtime****Mass. Gen. Laws ch. 151, §§ 1A and 1B****(Brought by Plaintiff Strobing Individually and on Behalf of the Massachusetts Class)**

160. The Massachusetts Class Representative re-alleges and incorporates by reference all allegations in all preceding paragraphs.

161. Defendants engaged in a widespread pattern, policy, and practice of violating the Massachusetts Wage Laws, as detailed in this Complaint.

162. At all times relevant, the Massachusetts Class Representative and the members of the Massachusetts Class have been employees of Defendants within the meaning of the Massachusetts Wage Laws.

163. The Massachusetts Class Representative and the members of the Massachusetts Class are covered by the Massachusetts Wage Laws.

164. Defendants have failed to pay the Massachusetts Class Representative and the members of the Massachusetts Class proper overtime wages to which they are entitled under the Massachusetts Wage Laws.

165. Defendants failed to keep, make, preserve, maintain, and furnish accurate records of time worked by the Massachusetts Class Representative and the members of the Massachusetts Class.

166. Defendants' violations of the Massachusetts Wage Laws, as described in this Complaint, have been willful and intentional.

167. Due to Defendants' violations of the Massachusetts Wage Laws, the Massachusetts Class Representative and the members of the Massachusetts Class are entitled to recover from Defendants unpaid overtime, reasonable attorneys' fees and costs of the action,

treble damages as provided for by the Massachusetts Wage Laws, and prejudgment and post-judgment interest.

FIFTEENTH CAUSE OF ACTION

Massachusetts Wage Law – Wage Payment Provisions

Mass. Gen. Laws ch. 149, §§ 148 and 150

(Brought by Plaintiff Strobing Individually and on Behalf of the Massachusetts Class)

168. The Massachusetts Class Representative re-alleges and incorporates by reference all allegations in all preceding paragraphs.

169. Defendants engaged in a widespread pattern, policy, and practice of violating the Massachusetts Wage Laws, as detailed in this Complaint.

170. At all times relevant, the Massachusetts Class Representative and the members of the Massachusetts Class have been employees of Defendants within the meaning of the Massachusetts Wage Laws.

171. The Massachusetts Class Representative and the members of the Massachusetts Class are covered by the Massachusetts Wage Laws.

172. Mass. Gen. Laws ch. 149, § 148 provides that an employer must pay wages earned by an employee within six days of the termination of the pay period during which the wages were earned.

173. Defendants have violated Massachusetts law by failing to pay all compensation owed to the Massachusetts Class Representative and members of the Massachusetts Class within six days after the end of the pay period during which the wages were earned.

174. Pursuant to Mass. Gen. Laws ch. 149, § 150, Plaintiff Strobing has filed notice of her statutory wage claims with the Fair Labor Division of the Massachusetts Attorney General's Office.

175. Pursuant to Mass. Gen. Laws ch. 149, §§ 148 and 150, Defendants are liable to the Massachusetts Class Representative and the members of the Massachusetts Class for three times their unpaid compensation, plus attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of other similarly situated persons, seek the following relief:

- A. Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of their right to join this action pursuant to 29 U.S.C. § 216(b);
- B. Certification of this action as a class action on behalf of the New York Class, California Class, Illinois Class, and Massachusetts Class;
- C. Designation of Plaintiffs, respectively, as representatives of the New York, California, Illinois, and Massachusetts Classes they seek to represent;
- D. Designation of Plaintiffs' counsel of record as Class Counsel for the New York Class, California Class, Illinois Class, and Massachusetts Class;
- E. An award of damages, liquidated damages, treble damages, and restitution to be paid by Defendants, according to proof;
- F. Appropriate statutory penalties;
- G. Civil penalties provided, per violation, under the Private Attorney General Act, Cal. Lab. Code §§ 2698, *et seq.*;
- H. Appropriate equitable and injunctive relief to remedy violations;

- I. Reasonable service awards to compensate Plaintiffs for the time they have spent and will spend attempting to recover wages for the FLSA Collective and/or New York, California, Illinois, and/or Massachusetts Classes, and for the risks they took in doing so;
- J. Attorneys' fees and costs of suit;
- K. Prejudgment and post-judgment interest as provided by law; and
- L. Such other relief the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiffs demand a trial by jury on all issues so triable.

Dated: October 23, 2020
New York, New York

Respectfully submitted,

/s/ Melissa L. Stewart

Melissa L. Stewart

OUTTEN & GOLDEN LLP

685 Third Avenue, 25th Floor

New York, NY 10017

Telephone: (212) 245-1000

Facsimile: (646) 509-2060

E-mail: mstewart@outtengolden.com

/s/ James F. Misiano

James F. Misiano

JAMES F. MISIANO P.C.

130 Third Avenue

Brentwood, NY 11717

Telephone: (631) 396 – 0255

Email: jmisiano@misianolaw.com

***Attorneys for Plaintiff and the Putative Class
and Collective and Aggrieved Employees***

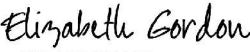
Exhibit A

CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Meltwater News US, Inc., Meltwater News US 1, Inc. ("Defendants"), and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP & James F. Misiano P.C. to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendants and/or any related entities or persons potentially liable.

DocuSigned by:

90F0A9CE5741429...
Signature

Elizabeth Gordon

Print

Exhibit B

CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Meltwater News US, Inc., Meltwater News US 1, Inc. ("Defendants"), and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP & James F. Misiano P.C. to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendants and/or any related entities or persons potentially liable.

DocuSigned by:

Nathaniel Dearth

3EF6D2419A43408...

Signature

Nathaniel Dearth

Print

Exhibit C

CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Meltwater News US, Inc., Meltwater News US 1, Inc. ("Defendants"), and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP & James F. Misiano P.C. to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendants and/or any related entities or persons potentially liable.

DocuSigned by:

Isabel Strobing

6D142BEDAF17499...

Signature

Isabel Strobing

Print