

EXHIBIT 7

Ricardo J. Prieto (to be admitted *Pro Hac Vice*)

rprieto@eeoc.net

SHELLIST | LAZARZ | SLOBIN LLP

11 Greenway Plaza, Suite 1515

Houston, Texas 77046

Telephone: (713) 621-2277

Facsimile: (713) 621-0993

Melinda Arbuckle (Cal. Bar No. 302723)

marbuckle@eeoc.net

SHELLIST | LAZARZ | SLOBIN LLP

402 West Broadway, Suite 400

San Diego, California 92101

Telephone: (713) 621-2277

Facsimile: (713) 621-0993

Richard D. Daly (to be admitted *Pro Hac Vice*)

rdaly@dalyblack.com

Donald C. Green II (to be admitted *Pro Hac Vice*)

dgreen@dalyblack.com

DALY & BLACK, P.C.

2211 Norfolk St., Suite 800

Houston, Texas 77098

Telephone: (713) 655-1405

Facsimile: (713) 655-1587

Counsel for Plaintiff and Proposed Class and Collective Action Members

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION – RIVERSIDE COUNTY**

Holly Garrett, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

Sedgwick Claims Management
Services, Inc.,

Defendant.

Case No.: 5:21-cv-00970

**COMPLAINT FOR VIOLATIONS
OF FLSA AND CALIFORNIA
STATE LAW**

**COLLECTIVE ACTION AND
CLASS ACTION**

DEMAND FOR JURY TRIAL

1 Plaintiff Holly Garrett (“Plaintiff” and/or “Garrett”), on behalf of herself and
2 all others similarly situated, hereby files this Complaint against Defendant
3 Sedgwick Claims Management Services, Inc. (“Sedgwick”) (“Defendant”),
4 showing in support as follows:

5 **I. INTRODUCTION AND NATURE OF ACTION**

6 1. This is an action brought under the federal Fair Labor Standards Act,
7 29 U.S.C. §§ 201-219, and the Portal-to-Portal Act, 29 U.S.C. §§ 251-262
8 (collectively, the “FLSA”).

9 2. This action is also brought under the California Unfair Competition
10 Law, Cal. Bus. & Prof. Code §§ 17200-17210; and the California Labor Code and
11 relevant Industrial Welfare Commission Wage Order, Cal. Labor Code §§ 226.7,
12 512 and Cal. Wage Order No. 4-2001, § 11 (Meal Breaks); Cal. Labor Code
13 § 226.7, and Cal. Wage Order No. 4-2001, § 12 (Rest Breaks); Cal. Labor Code
14 §§ 510, 1194, 1771, and 1774 (Overtime Provisions); Cal. Labor Code § 226
15 (Wage Statement Provisions); and Cal. Labor Code § 203 (Waiting Time
16 Penalties) (collectively, “California State Law”) for Defendant’s violations of
17 California State Law.

18 3. Defendant Sedgwick is a “leading global provider of technology-
19 enabled risk, benefits and integrated business solutions”¹ that serves numerous
20 corporate customers nationwide as well as globally. According to its website,
21
22

23 ¹ Our Story, <https://www.sedgwick.com/about-us>, last accessed June 3, 2021.
24

1 Defendant Sedgwick employs more than 27,000 individuals, mostly in the United
2 States.²

3 4. Plaintiff was an hourly-paid, non-exempt nurse case manager
4 employee of Defendant who worked remotely managing worker's compensation
5 claims on behalf of Defendant's clients. Plaintiff and similarly situated nurse case
6 managers were paid for their work by the hour. When they worked over eight
7 hours in a day and/or forty hours in a workweek, which happened frequently,
8 Plaintiff and similarly situated nurse case managers were eligible to receive
9 overtime wages. However, Defendant did not pay Plaintiff and other similarly
10 situated nurse case managers for overtime worked, as defined under the FLSA and
11 California labor laws.

12 5. Defendant's policies and/or practices with regard to Plaintiff and
13 similarly situated nurse case managers violated the FLSA and California labor
14 laws. Defendant typically required its nurse case manager employees to perform
15 uncompensated work "off-the-clock" before and after their scheduled shifts.
16 Plaintiff was required to perform "off-the-clock" duties that were an "integral part
17 of [her] principal activity" pursuant to 29 C.F.R. § 553.221, including
18 communications and correspondence with other employees and customers,
19 completing paperwork, and reviewing medical records. The time that Plaintiff and
20 similarly situated nurse case managers spent completing these pre- and post-
21 liminary duties without pay was more than *de minimus*.

23 ² *Id.*

1 6. In weeks when Plaintiff and similarly situated nurse case managers
2 worked more than eight hours in a day and/or forty hours in a workweek (inclusive
3 of time worked “off-the-clock”), which occurred frequently, this requirement
4 resulted in a violation of the FLSA’s overtime provisions under 29 U.S.C. § 207,
5 and related California labor laws.

6 7. Defendant’s policies and/or practices with regard to meal and rest
7 breaks also violated other relevant laws of the State of California. Defendant
8 frequently failed to provide rest breaks and failed to fully relieve Plaintiff and
9 similarly situated nurse case managers during requisite meal breaks as required
10 under state law. As a result, Defendant failed to pay the putative California Class
11 Action Members all wages due to them during their employment with Defendant
12 and at the time of her separation from the company. Defendant also failed to
13 provide the California Class Members with accurate, itemized wage statements in
14 violation of Cal. Labor Code § 226, and failed to pay all wages due at the time of
15 termination in violation of Cal. Labor Code § 203.

16 8. Plaintiff seeks all damages available under federal and California law,
17 including unpaid wages, liquidated damages, penalties, recoverable costs, pre- and
18 post-judgment interest, and any other remedies to which they may be entitled.

19 **II. THE PARTIES**

20 **A. Plaintiff Holly Garrett**

21 9. Garrett is an individual residing in Riverside County, California. She
22 has standing to file this lawsuit.
23
24

1 10. Garrett was a nurse case manager employee of Defendant, who
2 worked remotely from her home in Riverside County, California. She was
3 employed beginning in or about 2018 through approximately February 2021.

4 11. Garrett's consent to become a party plaintiff in this action pursuant to
5 29 U.S.C. § 216(b) is attached to this Complaint as Exhibit 1.

6 **B. Putative California Class Action Members**

7 12. Plaintiff brings this action on behalf of herself and on behalf of other
8 similarly situated workers in the state of California as a class action pursuant to
9 Rule 23 of the Federal Rules of Civil Procedure. Plaintiff seeks to represent three
10 proposed classes of California Class Action Members composed of and defined as
11 follows:

12 All current and former nonexempt, hourly-paid nurse case manager
13 employees who worked within California at any time within the four
14 years prior to the date of filing of this Complaint through the date of
15 the final disposition of this action who were denied overtime
16 compensation for time spent completing mandatory pre- and post-shift
work off-the-clock without any compensation, and whose wage
statements were consequently inaccurate in violation of California
Law (the putative "Off-the-Clock Class Members");

17 All current and former nonexempt, hourly-paid nurse case manager
18 employees who worked within California at any time within the four
19 years prior to the date of filing of this Complaint through the date of
20 the final disposition of this action who were denied compensation due
to Defendant's failure to provide meal and/or rest breaks or penalty
pay, and whose wage statements were consequently inaccurate in
violation of California Law (the putative "Break Class Members");

21 and

22 All former nonexempt, hourly-paid nurse case manager employees
23 who worked within California at any time within the four years prior
to the date of filing of this Complaint through the date of the final
disposition of this action who did not receive all wages due at the time
24

1 of termination or within seventy-two hours of resignation (the putative
2 “§ 203 Class Members”).

3 13. Plaintiff reserves the right to refine this definition or establish sub-
4 classes in the event that discovery reveals that a more appropriate class definition
5 exists.

6 14. Plaintiff is a proper class representative pursuant to Rule 23(a)(4) of
7 the Federal Rules of Civil Procedure.

8 **C. Putative Collective Action Members**

9 15. Plaintiff brings this action on behalf of herself and on behalf of other
10 similarly situated workers nationwide as a collective action pursuant to 29 U.S.C.
11 § 216(b). Plaintiff seeks to conditionally certify a collective action composed of the
12 putative Collective Action Members defined as follows:

13 All current and former non-exempt, hourly-paid nurse case manager
14 employees who worked for Defendant nationwide at any time within
15 the three years prior to the date of filing of this Complaint through the
16 date of the final disposition of this action who were denied overtime
17 wages in connection with Defendant’s policy and/or practice of
18 requiring mandatory pre- and post-shift work to be completed off-the-
19 clock without any compensation.

20 16. Plaintiff reserves the right to refine the definition or establish sub-
21 classes in the event that discovery reveals that a more appropriate class definition
22 exists.

23 17. Plaintiff seeks to represent the putative Collective Action Members
24 for damages due to unpaid minimum and overtime wages pursuant to the FLSA.
Plaintiff is similarly situated to the putative Collective Action Members pursuant to
29 U.S.C. § 216(b).

D. Defendant Sedgwick Claims Management Services, Inc.

1 18. Defendant Sedgwick is a corporation organized under the laws of the
2 state of Illinois that does business in California.

3 19. Sedgwick may be served with process through its registered agent,
4 Corporation Service Company, located at 2710 Gateway Oaks Drive, Suite 105N,
5 Sacramento, California 95833.

6 20. At all times relevant to this lawsuit, Sedgwick has been an “enterprise
7 engaged in commerce” as defined by the FLSA.

8 21. At all times relevant to this lawsuit, Sedgwick employed two or more
9 employees who engaged in commerce and/or who handled, sold, or otherwise
10 worked on goods or materials that have been moved in or produced for commerce
11 by any person.

12 22. At all times relevant to this lawsuit, Sedgwick has had gross operating
13 revenues or business volume in excess of \$500,000.

14 **III. JURISDICTION AND VENUE**

15 23. This Court has federal question jurisdiction over all claims pursuant to
16 28 U.S.C. § 1331 and the FLSA at 29 U.S.C. § 216(b).

17 24. This Court also has supplemental jurisdiction over Plaintiff’s state law
18 claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common
19 nucleus of operative fact.

20 25. The United States District Court for the Central District of California
21 has personal jurisdiction over Defendant because Defendant does business in
22 California and in this District, and because many of the acts complained of and
23 giving rise to the claims alleged occurred in California and in this District.
24

1 26. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)
2 because a substantial part of the events giving rise to the claims alleged herein
3 occurred in this District.

4 **IV. FACTUAL BACKGROUND**
5 **(APPLICABLE TO ALL CLAIMS FOR RELIEF)**

6 27. Plaintiff worked for Defendant as a nonexempt, hourly-paid nurse
7 case manager employee, providing claims management services regarding
8 worker's compensation claims on behalf of Defendant's customers. Case
9 management services also include reviewing medical records, coordinating
10 medical treatment with providers, communications with customers and patients,
11 and other related activities, all of which are more specific tasks falling under
12 Plaintiff's more general claims management duties.

13 28. Defendant employs thousands of nurse case manager employees
14 across the country, and over 100 such employees in the State of California.

15 29. All of the putative Class and Collective Action Members were
16 similarly classified as nonexempt employees and paid on an hourly basis and
17 performed substantially similar job duties as the Plaintiff.

18 30. Plaintiff worked for Defendant in the State of California beginning in
19 or about 2018 through approximately February 2021. Plaintiff began her
20 employment with York Risk Services Group, Inc. ("York"), which is a company
21 offering similar (if not identical) services to Sedgwick. York was acquired by
22 Sedgwick sometime in 2019. Based on information and belief, York is a subsidiary
23 of Sedgwick.
24

1 31. For virtually all workweeks, Plaintiff was paid for precisely 40 hours
2 of work, although she frequently worked more than forty hours in those
3 workweeks, or more than eight hours in any given workday.

4 32. Plaintiff did not receive all of the compensation she was entitled to
5 when she was required to work over forty hours in a given workweek or over eight
6 hours in a specific day for Defendant, because Defendant frequently refused to pay
7 her for assigned work which resulted and required over eight hours of work in a
8 day, often leaving up to four hours per day or more of uncompensated work.

9 33. Specifically, Plaintiff was assigned a caseload of approximately 60
10 cases. Plaintiff was required to bill per activity she performed, as it relates to cases
11 assigned to her by Defendant. Her billable time was then submitted as an invoice to
12 an insurance company or to Worker's Compensation (*i.e.*, clients of Sedgwick). In
13 addition, Defendant would compensate Plaintiff based solely on her billable time.
14 This pay practice is problematic, and results in liability against Defendant, because
15 Plaintiff's billable time does not fully encompass her actual work time. Indeed, on
16 or about March 2020 it became Defendant's formal policy and/or practice that
17 Plaintiff and other similarly situated employees not be paid for more than eight
18 hours in a day / five days a week, notwithstanding work performed beyond eight
19 hours in a day and/or forty hours in a workweek, and Defendant's actual and/or
20 constructive knowledge of said work.

21 34. Plaintiff reported this failure to pay her for assigned work which she
22 completed over eight hours in a day and/or forty hours in a week, but Defendant
23 failed to compensate her for those hours of work. Indeed, Plaintiff submitted
24

1 billable time to Defendant that reflected overtime work, on occasions covered for
2 other similarly situated employees that required her to work overtime, and
3 prepared and submitted reports during weekends. Regardless, Defendant failed to
4 pay Plaintiff overtime pay.

5 35. When Plaintiff and similarly situated nurse case managers worked
6 over forty hours in a workweek or more than eight hours in a day, which happened
7 frequently, they were eligible to receive overtime wages. Because she and the
8 putative class and collective action members are hourly paid, no exemptions from
9 overtime pay can apply. .

10 36. However, Defendant typically requires its nurse case manager
11 employees to perform uncompensated work “off-the-clock” before and after their
12 scheduled shifts. Plaintiff was required to perform “off-the-clock” duties after her
13 shift had ended including communications and correspondence with other
14 employees and customers, completing paperwork, and reviewing medical records.
15 The time that Plaintiff and similarly situated nurse case managers spent completing
16 these pre- and post-liminary duties without pay was more than *de minimus*.

17 37. Defendant’s failure to compensate Plaintiff and similarly situated
18 nurse case managers for work they performed “off-the-clock” resulted in overtime
19 violations.

20 38. For instance, during the pay period beginning July 19, 2020 and
21 ending July 25, 2020, Plaintiff earned 40 hours of pay at the rate of \$43.70 per
22 hour. Defendant generally only paid Plaintiff Garrett for a standard forty hours per
23 week, or eight hours of work for each individual day over a total of five days.
24

1 39. Although Defendant only paid Plaintiff for 40 hours of work that
2 week, the total number of hours which Defendant billed its various customers for
3 Plaintiff's work that week totaled 72.2 hours.

4 40. Plaintiff alleges that this extra, uncompensated time frequently totaled
5 to at least an additional 10 hours of work per week, if not more.

6 41. Plaintiff also frequently worked more than eight hours a day, and
7 occasionally more than twelve hours per day.

8 42. By way of example, Plaintiff was paid for only 8 hours of work on
9 Wednesday, July 22, 2020. However, Defendant billed a total of 14.4 hours of
10 Plaintiff's work on that same day to various customers, consistent with the fact that
11 Plaintiff worked more than 8 hours on that day. .

12 43. Regardless, Defendant only compensated Plaintiff for eight hours at
13 her normal pay rate of \$43.70, totaling approximately \$349.60, which does not
14 include premium pay for overtime worked under the FLSA and California law.

15 44. Under the applicable provisions of the California Labor Code,
16 Plaintiff would have been entitled to 6.4 hours of overtime, with 2.4 hours of that
17 being due at an overtime rate of double her regular rate of pay.

18 45. Accordingly, for that single day, Plaintiff is owed additional overtime
19 pay totaling \$471.96; 4 hours at her standard overtime rate of \$65.55 and 2.4 hours
20 at her double overtime rate of \$87.40.

21 46. Plaintiff alleges that this extra, uncompensated time frequently totaled
22 to at least an additional 2 hours of work per day, if not more.

1 47. Now, as the result of Defendant's failure to pay for time worked "off-
2 the-clock," Plaintiff is entitled not only to her back wages, but also to an equal
3 amount of that overtime pay as liquidated damages and other relief including
4 attorneys' fees, costs and other damages permissible under the FLSA and
5 California labor laws.

6 48. Such overtime violations were not limited to this particular pay
7 period, but occurred regularly throughout Plaintiff's tenure with Defendant.
8 Similar overtime violations occurred with respect to the putative Collective and
9 Class Action Members.

10 49. On information and belief, this policy or practice of Defendant to only
11 pay wages for standard eight hour days and to fail to pay for mandatory pre- and
12 post-liminary work performed "off-the-clock" was uniformly and consistently
13 applicable to all of its nurse case manager employees across the country.

14 50. The above-described mandatory work time completed "off-the-clock"
15 was not included in Plaintiff's and putative Class and Collective Action Members'
16 itemized wage statements.

17 51. Defendant willfully did not pay Plaintiff and putative Class and
18 Collective Action Members the sums due pursuant to work performed "off-the-
19 clock" at the time of their separation from employment with either Defendant.

20 52. Defendant either knew or should have known that Plaintiff was
21 required to work "off-the-clock." Defendant knew that the number of hours it
22 billed its customers exceed the actual number of hours paid to its nurse case
23 managers for the very same work.

1 53. Frequently, Defendant expected its nurse case managers, including
2 Plaintiff, to work through meal and rest breaks. As a result, Plaintiff did not receive
3 meal and rest breaks required by the California Labor Code.

4 54. Defendant did not pay any statutorily-prescribed penalty for its failure
5 to relieve its workers during mandatory meal and rest breaks.

6 55. On information and belief, this failure to provide all meal and rest
7 breaks required by state law applied to all nonexempt, hourly-paid nurse case
8 manager employees of Defendant.

9 56. Because of this policy and/or practice, Defendant failed to pay
10 Plaintiff and relevant putative Class Action Members all wages to which they were
11 entitled by law.

12 57. Defendant willfully failed to pay Plaintiff and relevant putative Class
13 Action Members the sums due pursuant to uncompensated or undercompensated
14 meal and rest breaks at the time of their separation from employment with
15 Defendant.

16 58. Defendant intentionally and/or willfully failed to pay Plaintiff and
17 putative Class and Collective Action Members all wages owed in violation of the
18 FLSA and relevant state laws.

19 **V. FLSA CLAIMS FOR OVERTIME PAY**

20 59. Plaintiff incorporates the preceding paragraphs by reference as if set
21 forth fully in this section.

22 **A. FLSA Coverage**

23 60. All conditions precedent to this suit, if any, have been fulfilled.
24

1 61. At all times relevant to this lawsuit, Defendant is/was eligible and a
2 covered employer under the FLSA pursuant to 29 U.S.C. § 203(d).

3 62. At all times relevant to this lawsuit, Defendant is/has been an
4 enterprise engaged in commerce under the FLSA pursuant to 29 U.S.C.
5 § 203(s)(1)(A).

6 63. At all times relevant to this lawsuit, Defendant has employed, and
7 continues to employ, thousands of employees including Plaintiff and the putative
8 Collective Action Members who engaged in commerce or in the production of
9 goods for commerce as required by 29 U.S.C. §§ 206-207.

10 64. At all times relevant to this lawsuit, Defendant has had gross
11 operating revenues or business volume in excess of \$500,000.

12 **B. FLSA Allegations**

13 65. The FLSA applied to Plaintiff and the putative Collective Action
14 Members when they worked as hourly-paid nurse case manager employees of
15 Defendant at locations across the country.

16 66. At relevant times, Plaintiff and the putative Collective Action
17 Members were employees of Defendant pursuant to the FLSA.

18 67. On information and belief, thousands of hourly-paid nurse case
19 manager employees worked for Defendant in connection with its risk management
20 services during the three years preceding the filing of this action.

21 68. During the relevant time period, Plaintiff and the putative Collective
22 Action Members performed uncompensated work as required by Defendant before
23 and after their shifts began.
24

1 69. Defendant's requirement that Plaintiffs perform work "off-the-clock"
2 without compensation violated the FLSA's overtime provisions. 29 U.S.C. § 207.

3 70. Finally, federal law requires employers to make and keep accurate and
4 detailed payroll data for nonexempt employees. 29 U.S.C. § 211(c); 29 C.F.R.
5 § 516.2. Amongst other things, the regulations require employers to make and keep
6 payroll records showing data such as the employee's name, social security number,
7 occupation, time of day and day of week which the workweek begins, regular
8 hourly rate of pay for any week in which overtime pay is due, hours worked each
9 workday and total hours worked each workweek, total daily or weekly straight
10 time earnings, total premium pay for overtime hours, total wages paid each pay
11 period and date of payment and pay period covered by the payment, and records of
12 remedial payments. 29 C.F.R. § 516.2(a)&(b). Employers are required to maintain
13 the foregoing data for a minimum of three years. 29 C.F.R. § 516.5. Because of the
14 work that Plaintiff and the putative Collective Action Members were required to
15 complete "off-the-clock," Defendant has failed to keep accurate records pursuant
16 to the foregoing requirements.

17 **C. Collective Action Allegations**

18 71. Plaintiff seeks to bring her claims under the FLSA on behalf of herself
19 and all other nonexempt, hourly-paid nurse case manager employees who were
20 required to complete mandatory pre- and post-liminary tasks without compensation
21 in the three years immediately preceding the date on which this action was filed
22 and continuing thereafter through the date on which final judgment is entered.
23
24

1 Those who file a written consent will be a party to this action pursuant to 29 U.S.C.
2 § 216(b).

3 72. Plaintiff has actual knowledge that putative Collective Action
4 Members have been denied wages for all hours worked in each workweek. Plaintiff
5 worked with other nonexempt hourly-paid nurse case manager employees who
6 similarly did not receive compensation for time worked outside of scheduled shifts.
7 This resulted in personal knowledge of the treatment of their co-workers at those
8 locations. Furthermore, other nonexempt hourly-paid nurse case manager
9 employees have shared with the Plaintiff that they experienced similar pay
10 violations as those described in this Complaint.

11 73. The putative Collective Action Members are similarly situated to
12 Plaintiff in all relevant respects, having worked on an hourly-pay basis relative to
13 providing risk management services on behalf of Defendant as employees, and
14 receiving no compensation for required work performed outside of scheduled
15 shifts.

16 74. The putative Collective Action Members regularly work or have
17 worked in excess of forty hours during a workweek.

18 75. Defendant's failure to pay minimum wages and overtime
19 compensation in connection with mandatory pre- and post-liminary work results
20 from generally applicable policies or practices, and does not depend on the
21 personal circumstances of the putative Collective Action Members.

22 76. The specific job titles or precise job responsibilities of each putative
23 Collective Action Member do not prevent collective treatment.
24

1 77. Although the exact amount of damages may vary among the putative
2 Collective Action Members, the damages are easily calculable using a simple
3 formula uniformly applicable to all of them.

4 78. Plaintiff proposes that the class of putative Collective Action
5 Members be defined as:

6 All current and former non-exempt, hourly-paid nurse case manager
7 employees who worked at any location nationwide at any time within
8 the three years prior to the date of filing of this Complaint through the
9 date of the final disposition of this action who were denied overtime
wages in connection with Defendant's policy and/or practice of
requiring mandatory pre- and post-shift work to be completed off-the-
clock without any compensation.

10 **VI. CALIFORNIA STATE LAW CLAIMS**

11 79. Plaintiff incorporates the preceding paragraphs by reference as if set
12 forth fully in this section.

13 **A. Controlling California State Law and Allegations**

14 80. California law requires payment of overtime wages to all nonexempt
15 employees at a rate of overtime compensation at a rate of one and one-half times
16 the regular rate of pay for all hours worked over forty per week, or over eight per
17 day, or for the first eight hours of work on the seventh consecutive day of work in
18 a workweek, and at a rate of twice the regular rate of pay for all hours worked in
19 excess of 12 hours in one day, and for any hours worked in excess of eight hours
20 on the seventh consecutive day of work in a workweek. Cal. Labor Code § 510.

21 81. Plaintiff and putative California Class Members frequently worked in
22 excess of eight hours in a day or forty hours in a week.

1 82. Defendant's policy or practice of requiring that Plaintiff and the
2 putative California Class Members complete mandatory tasks before and after their
3 shifts, while only being compensated for hours encompassed by the scheduled
4 shift, resulted in a failure to pay all overtime wages owed under California State
5 Law.

6 83. Plaintiff routinely works and has worked in excess of five-hour shifts
7 without being afforded at least a half-hour meal break in which she was relieved of
8 all duty, as required by California Labor Code §§ 226.7 & 512 and California
9 Wage Order 4-2001, § 11(A).

10 84. Defendant did not pay the mandatory penalty when it failed to relieve
11 Plaintiff of all duty for meal breaks, as required by California Labor Code § 226.7
12 and California Wage Order 4-2001, § 11(B).

13 85. As the result of Defendant's failure to afford proper meal periods, it is
14 liable to Plaintiff for one hour of additional pay at the regular rate of compensation
15 for each workday that the proper meal periods were not provided, pursuant to
16 California Labor Code § 226.7 and California Wage Order 4-2001, § 11(B).

17 86. In addition, Plaintiff regularly worked and has worked without being
18 afforded at least one ten-minute rest break in which she was relieved of all duty per
19 four hours of work performed or major fraction thereof, as required by California
20 Wage Order 4-2001, § 12(A).

21 87. Defendant did not pay the mandatory penalty when it failed to fully
22 relieve Plaintiff of all duty for rest breaks, as required by California Labor Code
23 § 226.7 and California Wage Order 4-2001, § 12(B).

1 88. As the result of Defendant's failure to afford proper rest periods, it is
2 liable to Plaintiff for one hour of additional pay at the regular rate of compensation
3 for each workday that the proper meal periods were not provided, pursuant to
4 California Labor Code § 226.7 and California Wage Order 4-2001, § 12(B).

5 89. California law requires employers to pay all wages due to an
6 employee immediately upon discharge and within the time required by law after
7 their employment ends. Cal. Labor Code §§ 201, 202. Should an employer
8 willfully fail to timely pay its employee, the employer must, as a penalty, continue
9 to pay the subject employees' wages until the back wages are paid in full or an
10 action is commenced, up to a maximum of thirty days wages. Cal. Labor Code
11 § 203.

12 90. Defendant's scheme to withhold payment for mandatory tasks
13 completed before and after compensated shifts and its failure to provide compliant
14 meal and rest breaks resulted in retention of wages to be paid to Plaintiff and the
15 putative California Class after their employment with Defendant ended.

16 91. Because Plaintiff and the putative California Class were employees of
17 Defendant, its retention of money owed to them after their employment with
18 Defendant ended was a violation of California State Law.

19 92. Furthermore, California Labor Code § 226(a) requires employers to
20 furnish employees with itemized wage statements including, *inter alia*, an accurate
21 depiction of all hours worked.

22 93. Defendant's requirement that Plaintiff and the putative California
23 Class complete mandatory tasks before and after compensated shifts without pay
24

1 and its failure to provide compliant meal and rest breaks resulted in a violation of
2 the provision of the California Labor Code which requires that employees receive a
3 wage statement containing an accurate representation of their hours of work, total
4 hours worked, gross wages earned, net wages earned, and/or all applicable hourly
5 rates in effect with the corresponding number of hours worked at each hourly rate.

6 94. Defendant was aware that its failure to pay overtime compensation
7 was unlawful pursuant to California State Law.

8 **B. Class Action Allegations**

9 95. Plaintiff brings her claims for relief under California State Law, listed
10 above, for violations of California's wage and hour laws as a class action, pursuant
11 to Rules 23(a), (b)(2), & (b)(3) of the Federal Rules of Civil Procedure.

12 96. Numerosity (FED. R. CIV. P. 23(a)(1)) – the California Class is so
13 numerous that joinder of all members is impracticable. On information and belief,
14 during the relevant time period more than 100 individuals worked for Defendant in
15 the state of California.

16 97. Commonality (FED. R. CIV. P. 23(a)(2)) – Common questions of law
17 and fact exist as to putative members of the California Class, including, but not
18 limited to, the following:

19 a. Whether Defendant unlawfully failed to pay all wages owed in
20 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code
21 §§ 17200-17210, and the California Labor Code and related regulations
22 including the California Private Attorneys General Act, (“PAGA”);
23
24

b. Whether Defendant maintained a policy or practice of failing to pay the California Class for time spent completing mandatory pre- and post-liminary duties in violation of California law and resulting in overtime violations;

c. Whether Defendant maintained a policy or practice of failing to provide meal and rest breaks as required by California law;

d. Whether Defendant unlawfully failed to keep and furnish the putative California Class with records of hours worked, in violation of California law;

e. Whether Defendant's policy or practice of failing to pay the putative California Class all wages due immediately upon discharge violates the California law;

f. Whether Defendant's policy or practice of failing to pay the putative California Class all wages due within the time required by law after their employment ends violates California law; and

g. The proper measure of damages sustained by the putative California Class.

98. Typicality (FED. R. CIV. P. 23(a)(3)) – Plaintiff's claims are typical of those of the putative California Class. Plaintiff, like other California Class Members, was subjected to Defendant's policy or practice of refusing to pay wages for completion of mandatory pre- and post-liminary work and failure to comply with relevant state laws regarding meal and rest breaks in violation of California

1 law. Plaintiff's job duties and claims are typical of those of the putative California
2 Class.

3 99. Adequacy (FED. R. CIV. P. 23(a)(4)) – Plaintiff will fairly and
4 adequately represent and protect the interests of the putative California Class.

5 100. Adequacy of counsel (FED. R. CIV. P. 23(g)) – Plaintiff has retained
6 counsel competent and experienced in complex class actions, the FLSA, and state
7 labor and employment litigation. Plaintiff's counsel has litigated numerous class
8 actions on behalf of nonexempt employees asserting off-the-clock claims under the
9 FLSA and state law. Plaintiff's counsel intends to commit the necessary resources
10 to prosecute this action vigorously for the benefit of all of the putative California
11 Class.

12 101. Class certification of the California State Law claims is appropriate
13 pursuant to FED. R. CIV. P. 23(b)(2) because Defendant has acted or refused to act
14 on grounds generally applicable to the putative California Class, making
15 appropriate declaratory and injunctive relief with respect to Plaintiff and the
16 putative California Class as a whole. Plaintiff is entitled to injunctive relief to end
17 Defendant's policy or practice of refusing to pay wages for completion of
18 mandatory pre- and post-liminary work to its employees, and Defendant's refusal
19 to comply with state law regarding meal and rest breaks in violation of California
20 law.

21 102. Predominance and superiority (FED. R. CIV. P. 23(b)(3)) – Class
22 certification of the California State Law claims is also appropriate under Rule
23 23(b)(3) of the Federal Rules of Civil Procedure because questions of law and fact
24

1 common to the putative California Class predominate over any questions affecting
2 only individual members of the putative California Class, and because a class
3 action is superior to other available methods for the fair and efficient adjudication
4 of this litigation. Defendant's common and uniform policies or practices
5 unlawfully fail to compensate the putative California Class. The damages suffered
6 by individual members of the putative California Class are small compared to the
7 expense and burden of individual prosecution of this litigation. In addition, class
8 certification is superior because it will obviate the need for unduly duplicative
9 litigation which might result in inconsistent judgments about Defendant's policy or
10 practice.

11 103. Notice (FED. R. CIV. P. 23(c)(2)(B)) – Plaintiff intends to send notice
12 to all members of the putative California Class to the extent provided by Rule 23.

13 104. Plaintiff proposes that the three classes to be certified be defined as:

14 All current and former nonexempt, hourly-paid nurse case manager
15 employees who worked within California at any time within the four
16 years prior to the date of filing of this Complaint through the date of
17 the final disposition of this action who were denied overtime
18 compensation for time spent completing mandatory pre- and post-shift
19 work off-the-clock without any compensation, and whose wage
20 statements were consequently inaccurate in violation of California
21 Law (the putative "Off-the-Clock Class Members");

22 All current and former nonexempt, hourly-paid nurse case manager
23 employees who worked within California at any time within the four
24 years prior to the date of filing of this Complaint through the date of
the final disposition of this action who were denied compensation due
to Defendant's failure to provide meal and/or rest breaks or penalty
pay, and whose wage statements were consequently inaccurate in
violation of California Law (the putative "Break Class Members");

and

1 All former nonexempt, hourly-paid nurse case manager employees
2 who worked within California at any time within the four years prior
3 to the date of filing of this Complaint through the date of the final
4 disposition of this action who did not receive all wages due at the time
5 of termination or within seventy-two hours of resignation (the putative
6 “§ 203 Class Members”).

7
8 105. Plaintiff reserves the right to refine this definition or establish sub-
9 classes in the event that discovery reveals that a more appropriate class definition
10 exists.

11
12 106. Plaintiff also seeks to bring this action as aggrieved employees on
13 behalf of herself and other current former employees pursuant to the California
14 Private Attorneys General Act (“PAGA”) of 2004, Cal. Labor Code §§ 2698-
15 2699.5.

16 VII. CAUSES OF ACTION

17 1. First Claim for Relief – Violation of the FLSA

18 107. Plaintiff incorporates the preceding paragraphs by reference as if set
19 forth fully in this section, unless inconsistent.

20 108. The foregoing conduct, as alleged violated the FLSA.

21 109. Plaintiff and the putative Collective Action were employees of
22 Defendant under the FLSA. 29 U.S.C. § 203(d) & 203(e)(1).

23 110. Defendant was and is required to pay its employees, Plaintiff and the
24 putative Collective Action, overtime premiums in the amount of one and one-half
times their regular rate of pay for all hours worked over forty hours in a given
workweek. 29 U.S.C. § 207.

111. Defendant failed to pay Plaintiff and the putative Collective Action
their federally mandated overtime wages for all hours worked over 40 in a given

1 workweek due to its policy or practice of requiring mandatory pre- and post-shift
2 work to be completed off-the-clock without any compensation.

3 112. Accordingly, Plaintiff and the putative Collective Action are entitled
4 to the full statutory minimum wages set forth in 29 U.S.C. § and 207.

5 113. Defendant's conduct was willful and done to avoid paying overtime.
6 29 U.S.C. § 255(a). Therefore, Plaintiff and the putative Collective Action are
7 entitled to recover damages based on the FLSA's three (3) year statutory
8 limitations period.

9 114. Plaintiff seeks all damages to which she is entitled under the FLSA,
10 including her back overtime wages, liquidated damages, attorneys' fees and costs,
11 post-judgment interest, and specifically plead recovery for the three (3) year period
12 preceding the filing of this lawsuit through its resolution.

13 **2. Second Claim for Relief – Violations of California Unfair**
14 **Competition Law, Cal. Bus. & Prof. Code, §§ 17200-17210**

15 115. Plaintiff incorporates the preceding paragraphs by reference as if set
16 forth fully in this section, unless inconsistent.

17 116. The foregoing conduct, as alleged, violates the California Unfair
18 Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-17210. The UCL
19 prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair
20 business acts or practices.

21 117. At some point more than four years ago, Defendant committed, and
22 continues to commit, acts of unfair competition, as defined by the UCL, by, among
23 other things, engaging in the acts and practices described herein. Defendant's
24

1 conduct as herein alleged has injured Plaintiff and the putative California Class by
 2 wrongfully denying them earned wages, and therefore was substantially injurious
 3 to Plaintiff and the putative California Class.

4 118. Defendant engaged in unfair competition in violation of the UCL by
 5 violating, *inter alia*, each of the following laws. Each of these violations
 6 constitutes an independent and separate violation of the UCL:

7 a. The Fair Labor Standards Act, 29 U.S.C. §§ 201-219, and the
 8 Portal-to-Portal Act, 29 U.S.C. §§ 251-262;

9 b. California Labor Code § 1194, which provides in pertinent part:

10 Notwithstanding any agreement to work for a lesser wage, any
 11 employee receiving less than the legal minimum wage or the
 12 legal overtime compensation applicable to the employee is
 13 entitled to recover in a civil action the unpaid balance of the full
 amount of this minimum wage or overtime compensation,
 including interest thereon, reasonable attorney's fees, and costs
 of suit;

14 c. California Labor Code §§ 201-203, and 226;

15 d. California Labor Code § 1174; and

16 e. California Labor Code § 510, which provides in relevant part:

17 Any work in excess of eight hours in one workday and any
 18 work in excess of 40 hours in any one workweek and the first
 19 eight hours worked on the seventh day of work in any one
 20 workweek shall be compensated at the rate of no less than one
 21 and one-half times the regular rate of pay for an employee. Any
 22 work in excess of 12 hours in one day shall be compensated at
 the rate of no less than twice the regular rate of pay for an
 23 employee. In addition, any work in excess of eight hours on any
 24 seventh day of a workweek shall be compensated at the rate of
 no less than twice the regular rate of pay of an employee

1 119. Defendant's course of conduct, acts, and practices in violation of the
2 California laws mentioned in the above paragraph constitute a separate and
3 independent violation of the UCL. Defendant's conduct described herein violates
4 the policy or spirit of such laws or otherwise significantly threatens or harms
5 competition.

6 120. The unlawful and unfair business practices and acts of Defendant,
7 described above, have injured Plaintiff and the putative California Class in that
8 they were wrongfully denied payment of earned wages.

9 121. Plaintiff, on behalf of herself and the putative California Class, seeks
10 restitution in the amount of the respective overtime wages earned and due at a rate
11 not less than one and one-half times the regular rate of pay for work performed in
12 excess of forty hours in a workweek, or eight hours in a day, or for the first eight
13 hours of work performed on the seventh consecutive day of work, and double the
14 regular rate of pay for work performed in excess of twelve hours per day and for
15 all work over eight hours on the seventh consecutive day of work in a workweek.

16 122. Plaintiff seeks recovery of attorneys' fees and costs of this action to be
17 paid by Defendant, as provided by the UCL and California Labor Code §§ 218,
18 218.5, & 1194.

19 **3. Third Claim for Relief – California Overtime Violations,**
20 **Cal. Wage Order No. 5-2001/7-2001; Cal. Labor Code §§**
 510, 1194

21 123. Plaintiff incorporates the preceding paragraphs by reference as if set
22 forth fully in this section, unless inconsistent.
23
24

1 124. California law requires an employer to pay overtime compensation to
2 all nonexempt employees at a rate of overtime compensation at a rate of one and
3 one-half times the regular rate of pay for all hours worked over forty per week, or
4 over eight per day, or for the first eight hours of work on the seventh consecutive
5 day of work in a workweek, and at a rate of twice the regular rate of pay for all
6 hours worked in excess of 12 hours in one day, and for any hours worked in excess
7 of eight hours on the seventh consecutive day of work in a workweek. Cal. Labor
8 Code § 510.

9 125. California wage and hour laws provide greater protections for workers
10 than the FLSA. Therefore, California wage and hour laws apply to Plaintiff and all
11 members of the putative California Off-the-Clock Class where they provide greater
12 protections to workers. 29 U.S.C. § 218(a).

13 126. Throughout the time period relevant to this claim for relief, Plaintiff
14 and the putative California Off-the-Clock Class worked in excess of eight hours in
15 a workday and/or forty hours in a workweek. Plaintiff and the putative California
16 Class also sometimes worked in excess of 12 hours in one day and for over eight
17 hours on a seventh consecutive day of work.

18 127. Defendant's policy or practice of requiring Plaintiff and the putative
19 California Off-the-Clock Class to complete mandatory pre- and post-shift work
20 off-the-clock without any compensation resulted in violations of these overtime
21 wage provisions.

22 128. As a direct and proximate result of Defendant's unlawful conduct, as
23 set forth herein, Plaintiff and the putative California Off-the-Clock Class have
24

1 sustained damages, including loss of earnings for hours of overtime worked on
2 behalf of Defendant during the four year period relevant to this lawsuit in an
3 amount to be established at trial, prejudgment interest, and costs and attorneys'
4 fees, pursuant to statute and other applicable law.

5 **4. Fourth Claim for Relief – California Meal and Rest**
6 **Provisions, Cal. Wage Order No. 4-1001; Cal. Labor Code**
7 **§§ 218.5, 226.7, & 512**

8 129. Plaintiff incorporates the preceding paragraphs by reference as if set
9 forth fully in this section, unless inconsistent.

10 130. Plaintiff and the putative California Break Class Members routinely
11 work and have worked in excess of five-hour shifts without being afforded at least
12 a half-hour meal break in which they were relieved of all duty, as required by
13 California Labor Code §§ 226.7 & 512 and California Wage Order 4-2001, §
14 11(A).

15 131. Defendant did not pay the mandatory penalty when it failed to relieve
16 Plaintiff and the putative California Break Class Members of all duty for meal
17 breaks, as required by California Labor Code § 226.7 and California Wage Order
18 4-2001, § 11(B).

19 132. As the result of Defendant's failure to afford proper meal periods, it is
20 liable to Plaintiff and the putative California Break Class Members for one hour of
21 additional pay at the regular rate of compensation for each workday that the proper
22 meal periods were not provided, pursuant to California Labor Code § 226.7 and
23 California Wage Order 4-2001, § 11(B).

133. In addition, Plaintiff and the putative California Break 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 four hours of work performed or major fraction thereof, as required by California Wage Order 4-2001, § 12(A).

134. Defendant did not pay the mandatory penalty when it failed to fully relieve Plaintiff and the putative California Break Class Members of all duty for rest breaks, as required by California Labor Code § 226.7 and California Wage Order 4-2001, § 12(B).

135. As the result of Defendant's failure to afford proper rest periods, it is liable to Plaintiff and the putative California Break 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 California Labor Code § 226.7 and California Wage Order 4-2001, § 12(B).

136. In the event Plaintiff and the putative California Break Class Members are successful in prosecuting this claim, they are entitled to an award of reasonable attorney's fees and costs pursuant to California Labor Code § 218.5.

5. Fifth Claim for Relief – California Record-Keeping Provisions, Cal. Wage Order No. 5-2001/7-2001; Cal. Labor Code §§ 226, 1174, & 1174.5

137. Plaintiff incorporates the preceding paragraphs by reference as if set forth fully in this section, unless inconsistent.

138. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, hours worked, to Plaintiff and the putative California Off-the-Clock and Break Class Members in accordance

1 with California Labor Code § 226(a) and the applicable IWC Wage Order. Such
 2 failure caused injury to Plaintiff and the putative California Off-the-Clock and
 3 Break Class Members by, among other things, impeding them from knowing the
 4 amount of wages to which they were and are entitled. On information and belief, at
 5 all times relevant herein, Defendant has failed to maintain records of hours worked
 6 by Plaintiff and the putative California Off-the-Clock and Break Class Members as
 7 required under California Labor Code § 1174(d).

8 139. Plaintiff and the putative California Off-the-Clock and Break Class
 9 Members are entitled to and seek injunctive relief requiring Defendant to comply
 10 with Labor Code §§ 226(e) & 1174(d), and further seek the amount provided under
 11 Labor Code §§ 226(e) & 1174.5, including the greater of all actual damages or
 12 fifty dollars (\$50) for the initial pay period in which a violation occurs and one
 13 hundred dollars (\$100) per employee for each violation in a subsequent pay period.

14 **6. Sixth Claim for Relief – California Wage Payment**
 15 **Provisions, Cal. Labor Code §§ 201, 202, & 203**

16 140. Plaintiff incorporates the preceding paragraphs by reference as if set
 17 forth fully in this section, unless inconsistent.

18 141. California Labor Code §§ 201 and 202 require Defendant to pay
 19 employees all wages due within the time specified by law. California Labor Code
 20 § 203 provides that if an employer willfully fails to timely pay such wages, the
 21 employer must, as a penalty, continue to pay the subject employees' wages until
 22 the back wages are paid in full or an action is commenced, up to a maximum of
 23 thirty days of wages.
 24

1 142. Plaintiff and the putative California § 203 Class Members who ceased
2 employment with Defendant are entitled to unpaid compensation and other monies,
3 as alleged above, but to date have not received such compensation.

4 143. More than thirty days have passed since Plaintiff and the putative
5 California § 203 Class Members left Defendant's employ.

6 144. As a consequence of Defendant's willful conduct in not paying
7 compensation for all hours worked, Plaintiff and the putative California § 203
8 Class Members whose employment ended during the class period are entitled to
9 thirty days' wages under Labor Code § 203, together with interest thereon and
10 attorneys' fees and costs.

11 **7. [RESERVED CLAIM FOR RELIEF] - Seventh Claim for**
12 **Relief – California PAGA Claims Cal. Wage Order No. 5-**
 2001/7-2001; Cal. Labor Code §§ 2698-2699.5

13 145. Plaintiff incorporates the preceding paragraphs by reference as if set
14 forth fully in this section, unless inconsistent.

15 146. [RESERVED]Under the California Private Attorneys General Act
16 ("PAGA") of 2004, Cal. Labor Code §§ 2698-2699.5, an aggrieved employee, on
17 behalf of himself or herself and other current or former employees as well as the
18 general public, may bring a representative action as a private attorney general to
19 recover penalties for an employer's violations of the California Labor Code and
20 IWC Wage Orders. These civil penalties are in addition to any other relief
21 available under the California Labor Code, and must be allocated 75% to
22 California's Labor and Workforce Development Agency and 25% to the aggrieved
23 employee. Cal. Labor Code § 2699.
24

1 147. [RESERVED] Pursuant to Cal. Labor Code § 1198, Defendant's
2 failure to pay proper compensation to Plaintiff and the putative California Class,
3 failure to keep and furnish them with records of hours worked, and failure to pay
4 them all wages due immediately upon discharge and within the time required by
5 law after their employment ended is unlawful and constitutes violations of the
6 California Labor Code, each actionable under PAGA.

7 148. [RESERVED] Plaintiff alleges, on behalf of herself and the putative
8 California Class, as well as the general public, that Defendant has violated the
9 following provisions of the California Labor Code and the following provisions of
10 California Wage Orders that are actionable through the Cal. Labor Code and
11 PAGA, as previously alleged herein: Cal. Wage Order No. 4-2001, Cal. Labor
12 Code §§ 201-203, 226, 226.7, 510, 512, 1174, 1174.5, 1182.11, 1182.12, 1194,
13 1771, and 1774. Each of these violations entitles Plaintiff, as a private attorney
14 general, to recover the applicable statutory civil penalties on her own behalf, on
15 behalf of all aggrieved employees, and on behalf of the general public.

16 149. [RESERVED] Plaintiff is also entitled to civil penalties to be paid by
17 Defendant and allocated as PAGA requires, pursuant to Cal. Labor Code
18 § 2699(a), for Defendant's violations of the California Labor Code and relevant
19 IWC Wage Order(s) for which violations a civil penalty is already specifically
20 provided by law. Further, Plaintiff is entitled to civil penalties to be paid by
21 Defendant and allocated as PAGA requires, pursuant to § 2699(f) for Defendant's
22 violations of the California Labor Code and IWC Wage Orders for which
23 violations a civil penalty is not already specifically provided.

150. On June 7, 2021, Plaintiff provided written notice by certified mail and electronic submission to the California Labor & Workforce Development Agency (“LWDA”) and to Defendant through its registered agent of the legal claims and theories of this case contemporaneously with the filing of the Complaint in this action. Plaintiff awaits a response from the LWDA with regard to whether it will investigate the actions in the aforementioned written notice. Accordingly, Plaintiff has taken necessary steps to exhaust her administrative remedies, and will amend her pleadings in connection with such exhaustion.

151. [RESERVED] Under PAGA, Plaintiff and the State of California are entitled to recover the maximum civil penalties permitted by law for the violations of the California Labor Code and Wage Order(s) that are alleged in this Complaint.

VIII. JURY DEMAND

152. Plaintiff hereby demands a jury trial on all causes of action and claims for relief with respect to which they and the putative Collective and California Class Action Members have a right to jury trial.

IX. DAMAGES AND PRAYER

153. Plaintiff asks that the Court issue summons for Defendant to appear and answer, and that Plaintiff and the Collective and California Class Action Members be awarded a judgment against Defendant or order(s) from the Court for the following:

- a. An order conditionally certifying this case as an FLSA collective action and requiring notice to be issued to all putative Collective Action Members;

- b. An order certifying that the California State Law Claims may be maintained as a class action pursuant to Federal Rule of Civil Procedure 23;
- c. Designation of Plaintiff Holly Garrett as a Representative of the California Class Action Members;
- d. Designation of attorneys Ricardo J. Prieto, and Melinda Arbuckle of Shellist Lazarz Slobin, LLP, and Richard D. Daly and Donald C Green of Daly & Black, P.C.as Class Counsel for the Nationwide FLSA Collective Action and the California Class Action Members;
- e. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and California State law;
- f. An injunction against Defendant and its officers, agents, successors, employees, representatives, and any and all persons acting in concert with Defendant, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth herein;
- g. An award of damages including all unpaid overtime compensation for all hours worked over forty in a workweek, or, in California, over eight hours in a day and for the first eight hours worked on the seventh consecutive day of work in a workweek at the applicable time and one half rate, and at the relevant double time rate for hours worked over 12 in a given day and for all hours over eight worked on the seventh consecutive day of work in a workweek;
- h. Appropriate statutory penalties;
- i. Costs of action incurred herein, including expert fees;
- j. Attorneys' fees, including fees pursuant to 29 U.S.C. § 216;
- k. Pre-judgment and post-judgment interest, as provided by law;
- l. Such other injunctive and equitable relief as the Court may deem just and proper.

Dated: June 9, 2021

Respectfully submitted,

By: s/Melinda Arbuckle
Melinda Arbuckle

SHELLIST | LAZARZ | SLOBIN LLP

Todd Slobin (to be admitted *Pro Hac Vice*)

tslobin@eeoc.net

Ricardo J. Prieto (to be admitted *Pro Hac Vice*)

rprieto@eeoc.net

11 Greenway Plaza, Suite 1515

Houston, Texas 77046

Telephone: (713) 621-2277

Facsimile: (713) 621-0993

Melinda Arbuckle (Cal. Bar No. 302723)

marbuckle@eeoc.net

402 West Broadway, Suite 400

San Diego, California 92101

Telephone: (713) 621-2277

Facsimile: (713) 621-0993

DALY & BLACK, P.C.

Richard D. Daly (to be admitted *Pro Hac Vice*)

rdaly@dalyblack.com

Donald C. Green II (to be admitted *Pro Hac Vice*)

dgreen@dalyblack.com

ecfs@dalyblack.com

2211 Norfolk St., Suite 800

Houston, Texas 77098

Telephone: (713) 655-1405

Facsimile: (713) 655-1587

*Counsel for Plaintiff and Proposed Class
and Collective Action Members*