

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

AVERY ACKER, CHRISTINA AQUILINO,
MICHAEL CENTANNI, WILLIAM PERRY,
STEPHEN BUCK, DANIEL SEXTON,
EDWARD KENT, MELVIN POWELL, JR.,
and WILLIAM GOODY, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE SALVATION ARMY, a New York
nonprofit corporation,

Defendant.

Case No. 1:22-cv-01968-AS

**THIRD AMENDED CLASS AND
COLLECTIVE ACTION COMPLAINT
FOR DAMAGES**

DEMAND FOR JURY TRIAL

Plaintiffs Avery Acker, Christina Aquilino, Michael Centanni, William Perry, Stephen Buck, Daniel Sexton, Edward Kent, Melvin Powell, Jr., and William Goody (“Plaintiffs”), by and through the undersigned attorneys, bring this action on behalf of themselves and the collective as defined below, against Defendant The Salvation Army (“Defendant”) for failure to pay minimum wage as required by the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* Plaintiffs also bring this action on behalf of themselves and classes of similarly situated workers against Defendant for violations of select state labor laws. Plaintiffs Acker, Perry, Buck, Sexton, Kent, and Powell additionally each bring this action on behalf of themselves against Defendant for failure to pay overtime as required by the FLSA and select state laws. Plaintiffs allege as follows:

INTRODUCTION

1. There are approximately 120 Salvation Army residential adult rehabilitation

centers and adult rehabilitation programs (“ARCs”) across the United States, approximately 36 of which are located in the Salvation Army Eastern Territory and operated by Defendant.

Thousands of vulnerable individuals (“ARC workers”)—people who are unhoused or marginally housed, who are very poor, who have drug or alcohol addiction problems, and/or who suffer from mental illness—enroll in Defendant’s ARCs annually.

2. The cornerstone of all of Defendant’s ARCs is that all ARC workers must perform at least forty hours per week, and often more, of difficult work for Defendant. The work is performed in direct support of Defendant’s thrift stores, revenue-generating retail establishments that directly compete with other such commercial enterprises selling used goods. Typical tasks performed by the ARC workers include sorting donated clothing, hanging clothing on hangers, putting price tags on the clothing and other goods, sorting and cleaning bric-a-brac, testing electronics, rehabilitating furniture, and loading and unloading trucks with donated goods. All the work performed is suffered or permitted by Defendant and is under the direction and control of employees of Defendant.

3. In exchange for the ARC workers’ full-time labor, Defendant pays wages to the ARC workers that start as low as \$5 per week and may increase each week up to a maximum of no more than approximately \$30 per week, well below the minimum wage required by the FLSA and applicable state laws. As further compensation for the ARC workers’ labor, Defendant provides ARC workers with dorm-like sleeping arrangements, board in the form of food that is at least in part donated by third parties or purchased with ARC workers’ SNAP benefits, clothing that has been donated and would otherwise be sold in Defendant’s thrift stores, and rudimentary rehabilitative services, the cumulative value of which is far below the required minimum wage. Every person who enrolls in an ARC understands the bargain: work in exchange for housing, food, clothing, limited rehabilitation services, and nominal wages that are well below the

minimum wage required by the FLSA and applicable state laws.

4. ARC workers often leave the ARC penniless and jobless, unable to survive economically in their communities, because they have been dependent on Defendant for housing and food during the length of the program and precluded from earning money outside of the program to support themselves. Whether or not they complete the program, ARC workers often return and re-enroll in ARCs multiple times.

5. People applying to the ARCs who are unable to perform work for Defendant are ineligible to enroll in the ARCs. Defendant typically expels from the program any ARC workers who, after being admitted to the program, become unable or unwilling to work, including if they become unable to work as a result of an injury sustained performing work for Defendant or because they fall ill.

6. If ARC workers did not provide labor for Defendant to support the operations of Defendant's thrift stores, Defendant would have to pay other workers from the community to complete the tasks it assigns to ARC workers. Defendant employs other individuals to work side-by-side with ARC workers performing substantially the same duties for wages in compliance with the FLSA and applicable state requirements.

7. Because ARC workers are suffered or permitted to perform tasks for Defendant's benefit, under the direction and control of Defendant's employees, and with the expectation of receiving compensation from Defendant for their labor, Plaintiffs and all others similarly situated are Defendant's employees under the FLSA and applicable state laws. Nevertheless, Defendant has and at all relevant times has had a uniform policy or practice of failing to treat its ARC workers as employees. It is well established under the FLSA and applicable state laws that absent a specific exemption workers cannot waive their right to be compensated at the rates set forth by law. As a result, Defendant has and at all relevant times has had a policy or practice, in

violation of the FLSA and applicable state laws, of failing to pay Plaintiffs and all those similarly situated workers minimum wage for all hours worked. Similarly, Defendant has and at all relevant times has had a policy or practice, in violation of the applicable state laws, of failing to provide wage statements and records to Plaintiffs and all those similarly situated workers. Defendant also failed to pay overtime compensation to Plaintiffs Acker, Perry, Buck, Sexton, Kent, and Powell for all hours worked in excess of forty hours per week, in violation of the FLSA and applicable state laws. These systemic violations have been, and are, occurring despite Defendant recently publicly acknowledging the importance of the minimum wage and overtime protections of the FLSA, particularly for the working poor, and stating its intention to comply with the minimum wage and overtime provisions of the FLSA for its lay employees.

8. Defendant at all relevant times knew that Plaintiffs and all those similarly situated workers were suffered and permitted to work for Defendant but were not paid wages at the required rate for their work, and willfully and intentionally engaged in a widespread policy or practice of failing and refusing to fully compensate Plaintiffs and all those similarly situated workers. *See* 29 U.S.C. § 255.

9. Plaintiffs bring this action for violations of the FLSA as a collective action, pursuant to 29 U.S.C. § 216(b), on behalf of the following proposed collective (the “FLSA Collective”):

All persons who, between March 9, 2019 and the date of final judgment: (1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements (“ARC Program”)—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) are, were, or will be paid less than the applicable federal minimum wage.

10. Plaintiff Centanni, who enrolled in an ARC in New York; Plaintiffs Acker and

Aquilino, who enrolled in ARCs in Pennsylvania; Plaintiff Perry who enrolled in an ARC in Massachusetts; Plaintiffs Buck and Sexton, who enrolled in ARCs in New Jersey; Plaintiffs Kent and Powell, who enrolled in ARCs in Ohio; and Plaintiff Goody, who enrolled in an ARC in Maine, also bring this action on behalf of themselves and the classes defined below for violations of those states' applicable labor laws. *See infra* ¶ 79.

11. Plaintiffs Acker, Perry, Buck, Sexton, Kent, and Powell each bring this action on behalf of themselves individually for failure to pay overtime as required by the FLSA and applicable state laws.

12. Defendant is liable for its violations of federal and applicable state laws.

13. Accordingly, as set forth below, Plaintiffs seek unpaid compensation, penalties, liquidated damages, pre- and post-judgment interest, and attorneys' fees and costs pursuant to the FLSA and applicable state laws on behalf of themselves, others similarly situated, and the state classes they seek to represent.

JURISDICTION

14. This Court has jurisdiction over the FLSA claims in Counts 1 and 16 pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

15. This Court has general jurisdiction over Defendant because Defendant is incorporated and has its principal place of business in West Nyack, New York.

16. This Court has jurisdiction over Counts 2-15 and 17-20 pursuant to 28 U.S.C. § 1367(a), as Plaintiffs' state law individual and class claims form part of the same case or controversy as Plaintiffs' FLSA claims.

17. The action is properly before this Court and this Court has jurisdiction over Counts 2-15 pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d). This is a civil class action that was commenced after February 18, 2005, in which the matter in controversy as to

Counts 2-15 exceeds \$5,000,000, exclusive of interest and costs. Plaintiff Acker is a citizen of South Carolina, Plaintiff Aquilino is a citizen of New Jersey, Plaintiff Buck is a citizen of Florida, Plaintiff Sexton is a citizen of California, Plaintiff Perry is a citizen of Massachusetts, Plaintiff Kent is a citizen of Michigan, Plaintiff Goody is a citizen of Maine, and Plaintiff Powell is a citizen of Ohio, and thus at least one member of the classes bringing Counts 2-15 is a citizen of a different state than Defendant. Plaintiffs Centanni, Acker, Aquilino, Perry, Buck, Sexton, Kent, Powell, and Goody bring Counts 2-15 on behalf of statewide classes which, on information and belief, consist of more than 100 class members in the aggregate. Upon information and belief, none of the exemptions to jurisdiction found in 28 U.S.C. § 1332(d)(3), (d)(4)(A), or (d)(4)(B) apply to this action.

VENUE AND INTRADISTRICT ASSIGNMENT

18. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant resides in this District and a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District. Accordingly, Defendant conducted and continues to conduct substantial business in this District, a substantial part of the transactions at issue took place in this District, and Defendant's liability arose, in part, in this District.

19. This case has been designated for assignment to the Manhattan courthouse.

PARTIES

A. Plaintiffs

20. Plaintiff Michael Centanni is an adult resident of New York. Plaintiff Centanni entered the Salvation Army ARC in Rochester, New York in approximately November 2020 and left in approximately February 2021. During the entire period that he was a participant in the ARC, Plaintiff Centanni was required to work for Defendant, performing tasks that include sorting donated clothes and placing them on hangers; working on the loading dock, offloading

from a truck items that would later be sold in the Salvation Army's thrift stores; and working in the kitchen helping to prepare, cook, and serve meals to other ARC participants. He worked at least eight hours a day, five days a week, in each job he performed. Plaintiff Centanni was never paid the FLSA required minimum wage, or the minimum wage required by state law. Instead, his weekly wages started at \$5 per week and incrementally increased until he received wages of \$25 per week, at which point wage increases stopped. Defendant did not, at the time of Plaintiff Centanni's hiring and for the duration of his employment, provide Plaintiff Centanni with notice of the information required under New York law. Defendant also failed to provide Plaintiff Centanni with wage statements as required under New York law. Plaintiff Centanni was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Centanni qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1), and New York Labor Law §§ 190 and 651.

21. Plaintiff Avery Acker is an adult resident of South Carolina. Plaintiff Acker enrolled in the Salvation Army ARC in Altoona, Pennsylvania in April 2021. He left the program in Altoona in August 2021 and enrolled in the Salvation Army ARC in Scranton, Pennsylvania in August 2021. He completed the program in February 2022. During the entire period that he was enrolled at the ARCs, Plaintiff Acker was required to work for Defendant, performing tasks that included sorting, hanging, and folding donated, and often dirty, clothes and lifting and moving heavy boxes. At the ARC in Altoona, Plaintiff Acker also worked in kitchen for the ARC program where he washed dishes, prepared the food, and cleaned up the kitchen after. He worked at least eight hours per day, Monday through Friday. In addition, in Altoona, he would have to work on some Saturdays and Sundays and in Scranton, he would also have to work on Saturdays. In the warehouse, Plaintiff Acker regularly worked 7:30 a.m. to 4:00 p.m., and in the ARC kitchen, Plaintiff Acker would sometimes start working as early at 4:00 a.m. and

not finish until as late as 9:00 p.m. Plaintiff Acker did not receive minimum or overtime wages for his labor. Rather, Defendant provided him with a weekly payment which started at \$6 per week and increased by \$1 each week to a maximum payment of \$25 per week. Plaintiff Acker was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Acker qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1) and the Pennsylvania Minimum Wage Act, 43 Pa. Stat. Ann. § 333.103.

22. Plaintiff Christina Aquilino is an adult resident of New Jersey. Plaintiff Aquilino entered the Salvation Army ARC in Roxborough, Pennsylvania in July 2019 and completed the program in February 2020. During the entire period that she was a participant in the ARC, Plaintiff Aquilino was required to work for Defendant, performing tasks that include sorting donated clothing, lifting and moving heavy boxes in the warehouse, unloading donations from vehicles, and helping load purchased goods into vehicles for consumers. Her regular work schedule was 7:30 a.m. to 4:30 p.m., Monday through Friday. Plaintiff Aquilino was never paid minimum wage for her labor. Instead, her weekly wages started around \$5 per week and incrementally increased until she received wages of around \$25 per week. Plaintiff Aquilino was suffered and permitted to work by Defendant, and her work was under the direction and control of Defendant. Plaintiff Aquilino qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1) and the Pennsylvania Minimum Wage Act, 43 Pa. Stat. Ann. § 333.103.

23. Plaintiff William Perry is an adult resident of Massachusetts. Plaintiff Perry entered the Salvation Army ARC in Saugus, Massachusetts in approximately March 2023 and completed the program in approximately September 2023. During the entire period that he was a participant in the ARC, Plaintiff Perry was required to work for Defendant, performing tasks that include working in the kitchen helping to prepare, cook, and serve meals to other ARC participants. He worked at least forty hours per week and sometimes more. Plaintiff Perry was

never paid minimum or overtime wages for his labor. Instead, his weekly wages started around \$7 per week and incrementally increased until he received wages of \$25 per week. Plaintiff Perry was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Perry qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1), 454 CMR 27.02, and Massachusetts law.

24. Plaintiff Stephen Buck is an adult resident of Florida. Plaintiff Buck entered the Salvation Army ARC in Newark, New Jersey in approximately June 2019 and left the program in approximately September or October 2021. He then entered the Salvation Army ARC in Newark, New Jersey in approximately November 2019 and left the program in approximately September 2020. Plaintiff Buck most recently entered the Salvation Army ARC in Newark, New Jersey in approximately April 2021 and left in approximately November 2021. During the entire period that he was a participant in the ARC, Plaintiff Buck was required to work for Defendant, performing tasks that include sorting and hanging clothes, organizing books, and moving boxes using a baler machine. He worked at least forty hours per week and sometimes more. Plaintiff Buck was never paid minimum or overtime wages for his labor. Instead, his weekly wages started around \$4 per week and incrementally increased until he received wages of no more than \$20 per week. Plaintiff Buck was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Buck qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1); the New Jersey Wage and Hour Law, N.J.S.A. § 34:11-56a1; and the New Jersey Wage Payment Law, N.J.S.A § 34:11-4.1.

25. Plaintiff Daniel Sexton is an adult resident of California. Plaintiff Sexton entered the Salvation Army ARC in Patterson, New Jersey in approximately April 2022 and graduated from the program in approximately January 2023. During the entire period that he was a participant in the ARC, Plaintiff Sexton was required to work for Defendant, performing tasks

that include sorting donated clothes, picking up donated items from donors' residences, cleaning the ARC, and working security for the ARC. He worked at least forty hours per week, and frequently more. Plaintiff Sexton was never paid minimum or overtime wages for his labor. Instead, his weekly wages started around \$7 per week and incrementally increased until he received wages of \$25 per week. Plaintiff Sexton was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Sexton qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1); the New Jersey Wage and Hour Law, N.J.S.A. § 34:11-56a1; and the New Jersey Wage Payment Law, N.J.S.A. § 34:11-4.1.

26. Plaintiff Edward Kent is an adult resident of Michigan. Plaintiff Kent entered the Salvation Army ARC in Cleveland, Ohio in approximately September 2021 and graduated from the program in approximately March 2022. During the entire period that he was a participant in the ARC, Plaintiff Kent was required to work for Defendant, performing tasks that include sorting donated clothes and working in the kitchen to help cook meals for other ARC participants. He worked at least forty hours per week and sometimes more. Plaintiff Kent was never paid minimum or overtime wages for his labor. Instead, his weekly wages started around \$5 per week and incrementally increased until he received wages of \$19 per week. Plaintiff Kent never received documentation of the pay rate, a record of his hours worked, or record of the amount paid to him. Plaintiff Kent was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Kent qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1); Article II, Section 34a of the Ohio Constitution; and O.R.C. §§ 4113.15 and 4111.03(D).

27. Plaintiff Melvin Powell, Jr. is an adult resident of Ohio. Plaintiff Powell entered the Salvation Army ARC in Cleveland, Ohio in approximately November 2021 and left the

program in approximately April 2022. During the entire period that he was a participant in the ARC, Plaintiff Powell was required to work for Defendant, performing tasks that include sorting donated clothes, working in the kitchen preparing food for other ARC participants, and loading and unloading trucks of donated goods. He worked at least forty hours per week and often more. Plaintiff Powell was never paid minimum or overtime wages for his labor. Instead, his weekly wages started around \$5 per week and incrementally increased until he received wages of \$18 per week. Plaintiff Powell never received documentation of the pay rate, a record of his hours worked, or record of the amount paid to him. Plaintiff Powell was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Powell qualified as an employee of Defendant under the FLSA, 29 U.S.C. § 203(e)(1); Article II, Section 34a of the Ohio Constitution; and O.R.C. §§ 4113.15 and 4111.03(D).

28. Plaintiff William Goody is an adult resident of Maine. Plaintiff Goody entered the Salvation Army ARC in Portland, Maine in approximately January or February 2020 and graduated in approximately August or September 2020. During the entire period that he was a participant in the ARC, Plaintiff Goody was required to work for Defendant, performing tasks that included hanging donated clothes on hangers and putting them on racks to be sold. He worked at least eight hours a day, Monday through Friday. Plaintiff Goody did not receive minimum wage for his labor. Instead, his weekly wages started at \$5 per week and incrementally increased until he received wages of about \$18 per week. Plaintiff Goody was suffered and permitted to work by Defendant, and his work was under the direction and control of Defendant. Plaintiff Goody qualified as an employee of Defendant under the FLSA and 26 M.R.S. §§ 621-A, 629, and 663.

B. Defendant

29. Defendant is a 501(c)(3) organization incorporated in New York, with its

headquarters located at 440 West Nyack Road, West Nyack, New York 10994.

30. The Salvation Army National Corporation conducts its operations in the United States through four administrative territories: Eastern, Southern, Central, and Western. Each territory is separately incorporated, has its own territorial commander serving as leader of the territory, and oversees programs and activities within its own designated geographic areas. Defendant is responsible for the Eastern Territory, which consists of Connecticut, Delaware, Northeast Kentucky, Maine, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Puerto Rico, and the Virgin Islands.

31. Defendant is, and at all relevant times has been, an employer within the meaning of 29 U.S.C. §§ 203(d) and 203(g), as well as applicable state laws.

32. Defendant is, and at all relevant times has been, an enterprise within the meaning of 29 U.S.C. § 203(r)(1).

33. At all relevant times, Plaintiffs were Defendant's employees engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. §§ 203(s)(1), 206, and 207.

FACTUAL ALLEGATIONS

34. Thousands of individuals enroll in Defendant's ARC programs annually, often because they are poor, unhoused, sick, suffering from a substance use disorder, or simply have nowhere else to go.

35. Defendant requires that, to enroll in and remain at an ARC, and in exchange for room, board, clothing, limited rehabilitative services, and nominal wages—the value of which is far below the required minimum wage—all ARC workers must perform assigned tasks for Defendant for at least forty hours per week. All ARC workers understand and expect that, in exchange for their labor, The Salvation Army will provide them with those benefits and

compensation. The Salvation Army touts the work requirement on its website, explaining that a person cannot enroll in an ARC program if he or she is not “[a]ble to perform a work therapy assignment for eight hours a day.”

36. Defendant generally requires every ARC worker to complete an intake with Defendant before enrolling in the program. Among other things, applicants may be asked to describe their work histories and any health or physical problems which might keep them from working. Applicants must be able to work at least five days or forty hours per week.

37. Once enrolled in the program, ARC workers, including Plaintiffs, perform tasks that are often physically grueling and sometimes dangerous. Such tasks include loading, unloading, and hauling heavy furniture, home appliances, and other donations from trucks; sorting through mountains of donated clothing and other goods; cleaning, testing, and repairing donated goods; operating heavy machinery such as balers in large warehouses; driving or traveling on trucks to pick up and drop off donated goods; and cleaning, organizing, and maintaining Defendant’s thrift stores.

38. ARC workers often perform these tasks under harsh, unsanitary, and unhealthy working conditions. For example, ARC workers frequently are assigned to work in Defendant’s warehouses, which may reach extreme temperatures; which may be filled with bedbugs, cockroaches, or rodents; which may have dust buildup that affects air quality; and where ARC workers may be required to sort through donated clothing that is soaked in bodily fluids.

39. While performing jobs for Defendant, ARC workers often are required to remain standing for long periods of time and are berated by their supervisors. Supervisors also enforce strict rules regarding ARC workers’ conduct on the job, including rules prohibiting ARC workers from speaking to fully paid employees or ARC workers of the opposite sex.

40. The Salvation Army provides ARC workers with all equipment and materials

necessary to complete their work. ARC workers are not allowed to delegate or hire out the work assigned to them by The Salvation Army.

41. The jobs performed by ARC workers are not in furtherance of any educational program and do not primarily further ARC workers' rehabilitation. In fact, Defendant requires ARC workers to work so many hours during the week that it leaves little time for the ARC workers to focus on rehabilitation. Moreover, Defendant does not provide ARC workers with job or skills training, nor any other training that would further ARC workers' employment once they leave the program. Some ARC workers enter the ARCs with skilled training and experience and long histories of gainful employment. Defendant does not provide any meaningful job placement assistance for ARC workers leaving the ARC.

42. The jobs performed by ARC workers, including the jobs performed by Plaintiffs, directly, substantially, and primarily benefit and are essential to the operation of Defendant's multi-million dollar commercial thrift store operations. The ARC workers, including Plaintiffs, perform tasks assigned to them by Defendant and are under Defendant's direction and control while performing work. Defendant's thrift stores, revenue-generating retail establishments that compete for business with other commercial enterprises selling used goods, could not operate without the labor of ARC workers. The thrift stores and the ARCs operate in tandem. The ARC workers' labor for Defendant enables Defendant to sell goods in commerce at Defendant's thrift stores, which operate with the goal of maximizing revenue, and compete for customers with other thrift stores that pay minimum wage or more.

43. As of 2020, there were more than 1000 Salvation Army branded thrift stores across the country. Defendant's thrift stores generate millions of dollars in annual revenue for Defendant. In 2019, The Salvation Army National Corporation reportedly generated \$598,449,000 in revenue from sales at these thrift stores.

44. Defendant also benefits from the jobs it requires some ARC workers to perform inside the ARCs themselves, like cleaning the common areas, kitchen work and menial administrative and clerical tasks. These tasks are essential to enable ARC workers to continue performing work for The Salvation Army.

45. If Defendant did not receive the benefit of ARC workers' labor, Defendant would have to pay workers in compliance with the FLSA and state minimum wage laws to perform this work in order to continue operating its revenue-generating retail thrift stores. Some of Defendant's advertisements for paid positions at its ARCs describe job responsibilities, like sorting donations, tagging merchandise, and cleaning furniture donations, that are substantially the same as jobs performed by ARC workers. Indeed, Defendant employs other individuals from the community to work side-by-side with ARC workers performing substantially the same duties. Unlike ARC workers, Defendant pays these other employees market-rate wages that meet or exceed federal and state minimum wage requirements.

46. Defendant controls all aspects of ARC workers' job assignments, including, but not limited to, the task each ARC worker must perform; the days of the week on which ARC workers must perform assigned tasks; the start and end time for shifts; the work location; the job duties for each position; the manner in which ARC workers are required to perform job duties; standards of performance; the rate of pay (or lack thereof) for each position; the training, if any, provided to ARC workers regarding the work they are required to perform; and all other working conditions. Jobs are assigned and overseen by supervisors who are Defendant's fully paid employees.

47. An ARC worker's refusal or inability to work is grounds for Defendant to expel the worker from the ARC, even if the worker follows all other program rules. Defendant routinely expels workers from its ARCs if they become unable to perform assigned tasks because

of illness or even injury suffered while performing tasks for Defendant.

48. ARC workers who miss scheduled shifts, even for legitimate reasons like illness or injury, typically are required to make up those hours at a later date.

49. The policies or practices for the ARCs provide that if ARC workers perform their assigned jobs for Defendant and abide by other program rules, they will be provided with food, clothing, shelter, limited rehabilitative services, and wages—sometimes in the form of “canteen cards” redeemable only at Defendant’s canteen and a meager amount of money, paid on an escalating scale. Defendant typically pays ARC workers approximately \$5 per week for their work when they begin, with their wages to increase by \$1 each week, before topping out at a maximum of no more than approximately \$30 per week as they participate in Defendant’s work program. Defendant does not provide ARC workers with wage statements or records. The policies or practices for the ARCs also provide that if ARC workers are unable or unwilling to perform assigned tasks, they will not receive these benefits as they will become ineligible to remain in the program.

50. ARC workers are not allowed to work for any person or entity other than The Salvation Army while they are in the program, nor are they allowed to do anything to earn money outside of the program. They are not even permitted to accept tips while performing work for Defendant, such as when they pick up donations from people’s homes. If ARC workers are caught working other jobs or accepting tips, it is grounds for discipline or dismissal. During the time they are enrolled in an ARC, ARC workers are entirely dependent on Defendant for food, shelter, clothing, and other necessities because Defendant precludes them from earning any outside income.

51. Because ARC workers often do not have time or permission to leave the ARC, they routinely spend their wages at Defendant’s canteen, including to purchase certain basic

necessities like hygiene products, rather than in the community.

52. The wages ARC workers receive are not enough to pay for all basic necessities, such as essential hygiene products, or to save money for after ARC workers leave the program.

53. If ARC workers complain about not receiving adequate wages, it is grounds for discipline or dismissal.

54. The Salvation Army provides ARC workers with very few rehabilitative services. ARC workers participate in group meetings that are “one size fits all” and not directed at addressing ARC workers’ individual addiction problems. They are typically led by untrained instructors, including former ARC workers and ARC workers still in the program. Many of the classes ARC workers are required to attend consist of primarily or even exclusively religious instruction. The Salvation Army’s policies preclude ARC workers from receiving FDA-approved, clinically-effective medication-assisted treatment, which has been shown to reduce the risk of relapse and overdose for patients with opioid and alcohol use disorders. The Salvation Army prohibits ARC workers from receiving such treatment while enrolled in an ARC.

55. The number of hours ARC workers spend on services purportedly meant for rehabilitation and recovery pales in comparison to the number of hours they are required to work for The Salvation Army.

56. Defendant required Plaintiffs Acker Perry, Buck, Sexton, Kent, and Powell to work more than forty hours per week. Yet Defendant did not pay them overtime wages.

57. Notwithstanding the significant benefits Defendant derives from jobs performed by ARC workers, and the ARC workers’ expectation that they will be compensated for their labor, Defendant maintains, and for many years has maintained, a uniform policy of unlawfully failing to treat ARC workers as employees or pay them minimum wages.

58. The policies or practices described herein are consistent across every ARC

operated by Defendant. Every ARC worker must perform their assigned tasks for at least forty hours per week as a condition of remaining in the program. Defendant does not pay any ARC worker minimum wage for all hours worked.

59. Defendant permits ARC workers to select for their personal use a limited number of clothing items from those donated to The Salvation Army. ARC workers must live on-site, typically in assigned sleeping areas and dormitory settings with shared showers, toilets, and sinks. While enrolled in an ARC program, ARC workers are reliant on Defendant for food and shelter.

60. Although workers typically are not charged a fee to participate in the ARC programs, Defendant requires them to relinquish to Defendant SNAP benefits they are already receiving or to sign up for SNAP benefits if they are eligible and have not already enrolled and then turn over the benefits to Defendant. Defendant uses these benefits to buy some of the food that Defendant uses to feed ARC workers.

61. ARC workers generally stop performing jobs for Defendant in ARC programs when they complete Defendant's program (i.e., "graduate") (typically after 180 days), leave voluntarily, or are expelled. The amount of time it takes for an ARC worker to complete the program is unrelated to their individual needs, reason(s) for enrolling, or progress towards recovery. The ARCs provide no meaningful job placement services for those leaving the program. Upon information and belief, only a small percentage of workers successfully complete Defendant's ARC programs. Many leave or are expelled from the program prior to completion. Some are required to stay longer than 180 days as discipline for supposed infractions of ARC rules.

62. There is a revolving door of ARC workers enrolling and re-enrolling in the program. ARC workers frequently are forced to leave or are expelled prior to completing the

program, only to return and re-enroll for another 180 days. Other ARC workers graduate but later return. ARC workers who return to the program work the same jobs and earn the same starting wages as new enrollees.

63. At all relevant times, Defendant was aware that ARC workers were paid no more than a few dollars per week despite working at least forty hours, and frequently more.

64. Defendant willfully denied Plaintiffs and all those similarly situated minimum wages for all time worked.

65. Defendant is a large and sophisticated entity familiar with the requirements of the FLSA. In a 2015 letter commenting on proposed federal regulations regarding the FLSA, Defendant publicly acknowledged the importance of the minimum wage and overtime protections of the FLSA, particularly for the working poor, and stated its intent to comply with the minimum wage and overtime provisions of the FLSA for its lay employees.

66. Previously, in 1990, the United States Department of Labor provided Defendant with formal notice of its position that ARC workers are employees within the meaning of the FLSA. Following this notification, Defendant knew or recklessly disregarded the FLSA by employing ARC workers to perform essential jobs in support of its commercial thrift stores in exchange for compensation without paying them the federal minimum wage.

67. Defendant is aware that its competitors in the thrift store business rely on fully paid employees to do the same work that is performed by ARC workers on behalf of Defendant.

68. The very nature of work therapy raises the question whether ARC workers are employees subject to minimum wage and overtime protections. Defendant knew or showed reckless disregard for whether its failure to pay violated the law.

69. By failing to treat Plaintiffs and all those similarly situated as employees and failing to pay minimum wage, Defendant has sought to avoid various duties and obligations

owed to employees under the FLSA, as well as the labor laws of New York, Pennsylvania, Massachusetts, New Jersey, Ohio, and Maine. Through this action, Plaintiffs challenge Defendant's unlawful policy of failing to satisfy its duty to pay proper wages to ARC workers as well as comply with other provisions of select state labor laws.

COLLECTIVE ACTION ALLEGATIONS

70. Plaintiffs bring this action pursuant to 29 U.S.C. § 216(b) on behalf of themselves and the proposed FLSA Collective, defined as:

All persons who, between March 9, 2019 and the date of final judgment: (1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements ("ARC Program")—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) are, were, or will be paid less than the applicable federal minimum wage.

71. Plaintiffs and all members of the proposed FLSA Collective are similarly situated. They were subject to substantially similar job requirements, pay provisions, and a common policy or practice that required or permitted them to perform work for the benefit and at the direction of Defendant without receiving proper wages.

72. Plaintiffs estimate that there are thousands of similarly situated current and former workers in Defendant's ARC programs whose rights to federal minimum wages are, were, and will be violated by Defendant.

73. Defendant knew that Plaintiffs and the proposed FLSA Collective performed work that required them to be compensated at the federal minimum wage. Defendant willfully and intentionally failed to properly compensate these individuals as required by the FLSA.

74. Defendant is liable under the FLSA for failing to properly compensate Plaintiffs and the proposed FLSA Collective, and as such, notice should be sent to the FLSA Collective.

There are numerous similarly situated current and former workers in Defendant's ARCs who have been denied proper minimum wage in violation of the FLSA who would benefit from the issuance of Court-supervised notice of this lawsuit and the opportunity to join.

75. Those similarly-situated employees are known to Defendant and are readily identifiable through its records.

76. Plaintiffs and members of the proposed FLSA Collective should therefore be permitted to pursue their claims collectively, pursuant to 29 U.S.C. § 216(b).

77. A collective action will provide the most efficient mechanism for adjudicating the claims of Plaintiffs and the members of the proposed FLSA Collective.

78. Plaintiffs request that they be permitted to serve as representatives for those who consent to participate in this action and that the action be granted collective action status pursuant to 29 U.S.C. § 216(b).

RULE 23 CLASS ACTION ALLEGATIONS

79. Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs seek to certify the following classes:

a. New York Class: Plaintiff Centanni seeks to bring Counts 2-4 below on behalf of himself and all persons who, between July 25, 2015¹ and the date of final judgment: (1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements in New York ("New York ARC Program")—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation

¹ The statute of limitations for claims brought under New York Labor Law is six years. However, the New York State Governor issued a series of Executive Orders tolling filing deadlines for state law claims, including labor claims, from March 20, 2020 to November 3, 2020, in light of the COVID-19 pandemic. As such, the class period applicable to the New York Class extends an additional 228 days beyond the typical six-year statute of limitations period.

Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the New York ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) were, are, or will be paid less than the applicable New York minimum wage.

b. Pennsylvania Class: Plaintiffs Acker and Aquilino seek to bring Count 5 below on behalf of themselves and all persons who, between March 9, 2019 and the date of final judgment: (1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements in Pennsylvania (“Pennsylvania ARC Program”)—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the Pennsylvania ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) were, are, or will be paid less than the applicable Pennsylvania minimum wage.

c. Maine Class: Plaintiff Goody seeks to bring Counts 6-8 below on behalf of himself and all persons who, between March 9, 2016 and the date of final judgment: (1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements in Maine (“Maine ARC Program”)—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the Maine ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) were, are, or will be paid less than the applicable Maine minimum wage.

d. Massachusetts Class: Plaintiff Perry seeks to bring Counts 9-10 below on behalf of himself and all persons who, between March 9, 2019 and the date of final judgment:

(1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements in Massachusetts (“Massachusetts ARC Program”)—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the Massachusetts ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) were, are, or will be paid less than the applicable Massachusetts minimum wage.

e. New Jersey Class: Plaintiffs Buck and Sexton seek to bring Counts 11-12 below on behalf of themselves and all persons who, between March 9, 2016 and the date of final judgment: (1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements in New Jersey (“New Jersey ARC Program”)—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the New Jersey ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) were, are, or will be paid less than the applicable New Jersey minimum wage.

f. Ohio Class: Plaintiffs Kent and Powell seek to bring Counts 13-15 below on behalf of themselves and all persons who, between March 9, 2019 and the date of final judgment: (1) are, were, or will be enrolled in any Salvation Army Adult Rehabilitation Center or other programs operated by Defendant with similar work requirements in Ohio (“Ohio ARC Program”)—including, but not limited to, Alcohol Rehabilitation Programs, Adult Rehabilitation Programs, and Corps Salvage and Rehabilitation Centers; (2) did not or will not enroll in the Ohio ARC Program to comply with a court order or condition of probation or parole; (3) perform, performed, or will perform work for Defendant; and (4) were, are, or will be paid less

than the applicable Ohio minimum wage.

80. The claims of the New York Class, Pennsylvania Class, Massachusetts Class, New Jersey Class, Ohio Class, and Maine Class (the “Classes”) herein have been brought and may properly be maintained as class actions under Rule 23 of the Federal Rules of Civil Procedure because (1) the Classes are each so numerous that joinder of all class members is impracticable; (2) there are questions of law and or fact common to each of the Classes; (3) the claims of the representatives of each of the Classes are typical of the claims of the Classes they seek to represent; and (4) the proposed representatives of the Classes and their counsel will fairly and adequately protect the interests of the Classes. In addition, the questions of law or fact that are common to each of the Classes predominate over any questions affecting only individual class members and a class action is superior to other available means for fairly and efficiently adjudicating the controversy.

81. Numerosity: Although the precise number of Class members in each Class is unknown and can only be determined through appropriate discovery, each of the Classes, as defined herein, is so numerous that joinder would be impracticable. Plaintiffs are informed and believe, and based on such information and belief, allege that that there are likely hundreds, if not thousands, of other members of each of the Classes. The names and addresses of other members of the Classes are available to Defendant. Notice can be provided to members of the Classes via first class mail or email using techniques and a form of notice similar to those customarily used in class action lawsuits of this nature.

82. Commonality and Predominance of Common Questions: Plaintiffs and the members of the Classes they seek to represent have all be harmed by Defendant’s failure to compensate ARC workers at the applicable minimum wage on an hourly basis and for all hours worked. Accordingly, there is a well-defined commonality of interest in the questions of law and

fact applicable to Plaintiffs and the Classes they seek to represent. These questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes. These common questions of law and fact include, without limitation:

a. Whether Plaintiff Centanni and members of the New York Class were employees of Defendant under New York law;

b. Whether Defendant failed to pay Plaintiff Centanni and the members of the New York Class the applicable New York minimum wage for all hours worked;

c. Whether Defendants failed, at the time of hiring and thereafter, to provide Plaintiff Centanni and members of the New York Class with notice of the information required by New York law;

d. Whether Defendant failed to provide Plaintiff Centanni and the members of the New York Class with accurate wage statements in accordance with New York law;

e. Whether Defendant violated New York Labor Law §§ 191 and 651 by failing to pay Plaintiff Centanni and the members of the New York Class the applicable New York minimum wage;

f. Whether Defendant violated New York Labor Law § 195 by failing to provide, at the time of hiring, Plaintiff Centanni and the members of the New York Class with notice of the information required by New York law;

g. Whether Defendant violated New York Labor Law § 195 by failing to provide Plaintiff Centanni and the members of the New York Class with accurate wage statements;

h. Whether Plaintiffs Acker and Aquilino and members of the Pennsylvania Class were employees of Defendant under Pennsylvania law;

i. Whether Defendant failed to pay Plaintiffs Acker and Aquilino and the

members of the Pennsylvania Class the applicable Pennsylvania minimum wage for all hours worked;

j. Whether Defendant violated the Pennsylvania Minimum Wage Law by failing to pay Plaintiffs Acker and Aquilino and members of the Pennsylvania Class the applicable Pennsylvania minimum wage;

k. Whether Plaintiff Goody and members of the Maine Class were employees of Defendant under Maine law;

l. Whether Defendant failed to pay Plaintiff Goody and the members of the Maine Class the applicable Maine minimum wage for all hours worked;

m. Whether Defendant violated Maine Rev. Stat. tit. 26, §§ 621-A, 629, and 663 by failing to pay Plaintiff Goody and the members of the Maine Class the applicable Maine minimum wage;

n. Whether Plaintiff Perry and members of the Massachusetts Class were employees of Defendant under Massachusetts law;

o. Whether Defendant failed to pay Plaintiff Perry and the members of the Massachusetts the applicable Massachusetts minimum wage for all hours worked;

p. Whether Defendant violated M.G.L. chapter 151 § 1 by failing to pay Plaintiff Perry and the members of the Massachusetts Class the applicable Massachusetts minimum wage;

q. Whether Defendant violated M.G.L. chapter 149 § 148 by failing to timely pay Plaintiff Perry and the members of the Massachusetts Class for all hours worked;

r. Whether Plaintiffs Buck and Sexton and members of the New Jersey Class were employees of Defendant under New Jersey law;

s. Whether Defendant failed to pay Plaintiffs Buck and Sexton and the

members of the New Jersey Class the applicable New Jersey minimum wage for all hours worked;

t. Whether Defendant violated the New Jersey Wage and Hour Law by failing to pay Plaintiffs Buck and Sexton and members of the New Jersey Class the applicable New Jersey minimum wage;

u. Whether Defendant violated the New Jersey Wage Payment Law by failing to timely pay the full amount of wages due to Plaintiffs Buck and Sexton and members of the New Jersey Class in accordance with N.J.S.A. § 34:11-4.2;

v. Whether Plaintiffs Kent and Powell and members of the Ohio Class were employees of Defendant under Ohio law;

w. Whether Defendant failed to pay Plaintiffs Kent and Powell and the members of the Ohio Class the applicable Ohio minimum wage for all hours worked;

x. Whether Defendant failed to provide Plaintiffs Kent and Powell and the members of the Ohio Class with record of the hours worked in accordance with Ohio law;

y. Whether Defendant violated Article II, Section 34a of the Ohio Constitution by failing to pay Plaintiffs Kent and Powell and the members of the Ohio Class the applicable Ohio minimum wage;

z. Whether Defendant violated Article II, Section 34a of the Ohio Constitution by failing to maintain record of the pay rate, hours worked, and amount paid for Plaintiffs Kent and Powell and the members of the Ohio Class;

aa. Whether Defendant violated the Ohio Prompt Pay Act by failing to pay Plaintiffs Kent and Powell and the members of the Ohio Class the full amount of wages due in accordance with O.R.C. § 4113.15(A);

bb. The proper measure of damages, restitution, interest, and penalties owed

to Plaintiffs and the Classes.

83. Typicality: The Plaintiffs' claims are typical of the claims of members of the Classes they are seeking to represent. Defendant's common course of unlawful conduct has caused Plaintiffs and members of the Classes to sustain the same or similar injuries and damages. All members of the Classes were subject to the same compensation policies or practices, through which they were not paid minimum wage. Defendant's policies or practices affected all members of the Classes similarly, and Defendant benefited from the same type of wrongful acts against each class member. Plaintiffs' claims are thereby typical of and co-extensive with the claims of members of the Classes, and the relief sought is typical of the relief that could be sought by each member of the Classes in separate actions.

84. Adequacy of Representation: Plaintiffs are members of the Classes they seek to represent, do not have any conflicts of interest with the Classes they seek to represent, and will prosecute the case vigorously on behalf of the Classes they seek to represent. Plaintiffs will fairly and adequately represent and protect the interests of the Classes they seek to represent. Counsel for Plaintiffs are competent and experienced in litigating large, complex employment class actions, including large wage and hour class actions.

85. Superiority: Pursuit of this action collectively will provide the most efficient mechanism for adjudicating the claims of Plaintiffs and members of the proposed Classes. Individual joinder of all class members is impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the necessary duplication of effort and expense that numerous individual actions engender. The expense and burden of individual litigation by members of the Classes makes it impractical for members of the Classes to seek redress individually for the wrongful conduct alleged herein. Because the losses, injuries, and damages

suffered by each of the individual Class members are small in the sense pertinent to class action analysis, the expense and burden of individual litigation would make it extremely difficult or impossible for the individual class members to redress the wrongs done to them. Should separate actions be brought, or be required to be brought, by each member of the Classes, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The issues in this action can be decided by means of common, classwide proof. In addition, if appropriate, the Court can and is empowered to fashion methods to efficiently manage this action as a class action. The prosecution of separate actions would also create a risk of inconsistent rulings, which might be dispositive of the interests of other members of the Classes who are parties to the adjudication and/or may substantially impede their ability to adequately protect their interests.

86. Ascertainability: The Classes are ascertainable because they are defined using objective criteria that establish class membership with definite boundaries.

COUNT ONE
Unlawful Failure to Pay Minimum Wage
Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Plaintiffs on behalf of the FLSA Collective

87. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

88. Plaintiffs and the FLSA Collective assert this count pursuant to 29 U.S.C. § 216(b). Plaintiffs consent to join this action. Copies of Plaintiffs Centanni, Acker, Aquilino, Perry, Buck, Sexton, Kent, Powell, and Goody's consents to sue were attached to the initial Complaint as an exhibit or subsequently filed on the docket. ECF No. 1, 76, 104, 133, 140, 146, 153.

89. At all relevant times, Defendant was an employer engaged in commerce and/or in the production of goods for commerce within the meaning of the FLSA. *See* 29 U.S.C. §§

203(b), 203(s)(1).

90. At all relevant times, Defendant employed Plaintiffs and the proposed FLSA Collective, and Plaintiffs and the proposed FLSA Collective were Defendant's employees, within the meaning of the FLSA. *See* 29 U.S.C. §§ 203(e), 203(g).

91. At all relevant times, Defendant has had gross operating revenue in excess of \$500,000.

92. The FLSA requires covered employers like Defendant to pay employees like Plaintiffs and the proposed FLSA Collective federal minimum wage for hours worked. *See* 29 U.S.C. § 206(a).

93. Plaintiffs and the proposed FLSA Collective's employment do not fall under any of the exemptions to the minimum wage requirements of the FLSA. *See* 29 U.S.C. § 213.

94. At all relevant times, Defendant failed to pay Plaintiffs and the proposed FLSA Collective at least federal minimum wage for their work.

95. At all relevant times, Defendant knew that Plaintiffs and the proposed FLSA Collective were not paid federal minimum wage for their work, and willfully and intentionally engaged in a widespread policy or practice of failing and refusing to pay Plaintiffs and the proposed FLSA Collective federal minimum wage. *See* 29 U.S.C. § 255. Defendant is a large and sophisticated entity familiar with the requirements of the FLSA. Defendant's violations were willful because it knew or showed reckless disregard for the matter of whether its conduct was prohibited by the FLSA.

96. Defendant's willful failure and refusal to pay Plaintiffs and the proposed FLSA Collective federal minimum wage for hours worked violates the FLSA. *See* 29 U.S.C. § 206.

97. As a direct and proximate result of these unlawful practices, Plaintiffs and the proposed FLSA Collective suffered and continue to suffer wage loss and are therefore entitled to

recover unpaid minimum wages for up to three years prior to the filing of their claims, liquidated damages, pre- and post-judgment interest, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

COUNT TWO
Unlawful Failure to Pay Minimum Wage
New York Labor Law § 191 and §§ 650 *et seq.*
Plaintiff Centanni on behalf of the New York Class

98. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

99. Plaintiff Centanni and the proposed New York Class assert this count pursuant to New York Labor Law §§ 191 and 651.

100. At all relevant times, Defendant employed Plaintiff Centanni and the New York Class, and Plaintiff Centanni and the New York Class were Defendant's employees under New York law.

101. At all relevant times, Plaintiff Centanni and the New York Class were not compensated for all hours worked at the applicable New York minimum wage.² The precise

² Until December 31, 2016, the minimum wage for all workers in New York state was \$9.00 per hour. Beginning on December 31, 2016, the minimum wage in New York varied by location.

For New York City, the minimum wage was \$11.00 per hour from December 31, 2016 until December 30, 2017; \$13.00 per hour from December 31, 2017 to December 30, 2018; and \$15.00 per hour from December 31, 2018 to the present.

For Nassau, Suffolk, and Westchester counties, the minimum wage was \$10.00 per hour from December 31, 2016 until December 30, 2017; \$11.00 per hour from December 31, 2017 to December 30, 2018; \$12.00 per hour from December 31, 2018 to December 30, 2019; \$13.00 per hour from December 31, 2019 until December 30, 2020; \$14.00 per hour from December 31, 2020 to December 30, 2021; and \$15.00 per hour from December 31, 2021 to the present.

For the remainder of the state, the minimum wage was \$9.70 per hour from December 31, 2016 until December 30, 2017; \$10.40 per hour from December 31, 2017 to December 30, 2018; \$11.10 per hour from December 31, 2018 to December 30, 2019; \$11.80 per hour from December 31, 2019 until December 30, 2020; \$12.50 per hour from December 31, 2020 to December 30,

number of hours worked for which Plaintiff Centanni and the proposed New York Class were not paid the applicable New York minimum wage will be proven at trial.

102. Defendant knew or should have known the actual hours worked by Plaintiff Centanni and the proposed New York Class, as Defendant was responsible for scheduling hours of work for Plaintiff Centanni and the proposed New York Class, and maintaining records of that work.

103. At all relevant times, Defendant was aware of, and under a duty to comply with the provisions of New York Labor Law governing the payment of wages, including but not limited to New York Labor Law §§ 191 and 651.

104. By failing and refusing to compensate Plaintiff Centanni and the proposed New York Class for all hours worked at the applicable New York minimum wage, Defendant failed to pay wages to those employees in accordance with the agreed terms of employment in violation of New York Labor Law §§ 191 and 651.

105. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff Centanni and the proposed New York Class have sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover their unpaid wages, including interest therein, and an additional amount as liquidated damages pursuant to New York Labor Law §§ 198 and 663. Plaintiff Centanni and the proposed New York Class are also entitled to recover reasonable attorneys' fees and costs, pursuant to New York Labor Law §§ 198 and 663.

2021; \$13.20 per hour from December 31, 2021 to December 30, 2022; and \$14.20 per hour from December 31, 2022 to the present.

COUNT THREE

**Failure to Provide Time of Hire Wage Notice
New York Labor Law § 195**

Plaintiff Centanni on behalf of the New York Class

106. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

107. Plaintiff Centanni and the proposed New York Class assert this count pursuant to New York Labor Law § 195.

108. At all relevant times, Defendant employed Plaintiff Centanni and the New York Class, and Plaintiff Centanni and the New York Class were Defendant's employees under New York law.

109. Defendant did not provide, at the time of hiring or any time thereafter, written notice to Plaintiff Centanni and the New York Class of some or all of the following information regarding their work for Defendant: the rate or rates of pay and the basis thereof, whether paid by the hour, shift, day, week, salary piece, commission, or other; allowances, if any, claimed as part of minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by Defendant; the physical address of Defendant's main office or principal place of business, and a mailing address, if different; and the telephone number of Defendant.

110. Defendant failed to provide notice of this required information to Plaintiff Centanni and the New York Class at the time of hire. Defendant also knowingly and intentionally failed to provide notice of this required information to Plaintiff Centanni and the New York Class at any time after hiring.

111. As a direct and proximate result of Defendant's unlawful conduct in violation of New York Labor Law § 195 as set forth herein, Plaintiff Centanni and the proposed New York Class may recover the damages and penalties provided for under New York Labor Law § 198, together with costs and reasonable attorneys' fees.

COUNT FOUR
Failure to Provide Required Wage Statements
New York Labor Law § 195
Plaintiff Centanni on behalf of the New York Class

112. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

113. Plaintiff Centanni and the proposed New York Class assert this count pursuant to New York Labor Law § 195.

114. At all relevant times, Defendant employed Plaintiff Centanni and the New York Class, and Plaintiff Centanni and the New York Class were Defendant's employees under New York law.

115. Upon information and belief, Defendant did not furnish Plaintiff Centanni and the proposed New York Class with wage statements as required under New York Labor Law § 195.

116. Defendant's failure to provide wage statements, including but not limited to statements that include the accurate regular hourly or rates of pay or the actual number of hours worked, with each payment of wages violates New York Labor Law § 195.

117. Defendant failed to provide timely, accurate, and complete wage statements to Plaintiff Centanni and the proposed New York Class in accordance with New York Labor Law § 195. Upon information and belief, Defendant did not provide any wage statements to the proposed New York Class, including wage statements that accurately reflect the actual hours worked, gross wages earned, net wages earned, or the appropriate deductions for the proposed New York Class.

118. As a direct and proximate result of Defendant's unlawful conduct in violation of New York Labor Law § 195 as set forth herein, Plaintiff Centanni and the proposed New York Class may recover the damages and penalties provided for under New York Labor Law § 198, together with costs and reasonable attorneys' fees.

COUNT FIVE
Unlawful Failure to Pay Minimum Wage
Pennsylvania Minimum Wage Act, 43 Pa. Stat. Ann. § 333.104(c)
Plaintiffs Acker and Aquilino on Behalf of the Pennsylvania Class

119. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

120. Plaintiffs Acker and Aquilino and the Pennsylvania Class assert this count pursuant to the Pennsylvania Minimum Wage Act (“PMWA”), 43. Pa. Stat. Ann. § 333.104(a).

121. At all relevant times, Plaintiffs Acker and Aquilino and the Pennsylvania Class were Defendant’s non-exempt employees and Defendant was an employer within the meaning of the PMWA.

122. The minimum wage provisions of the PMWA, § 333.104(a), apply to Defendant’s employment of Plaintiffs Acker and Aquilino and the Pennsylvania Class.

123. At all relevant times, Plaintiff Acker and Aquilino and the Pennsylvania Class were not paid by Defendant for all hours worked at the applicable minimum wage.³ The precise number of hours worked for which Plaintiff Acker and Aquilino and the Pennsylvania class were not paid the minimum wage will be proven at trial.

124. At all relevant times, Defendant was aware of, and under a duty to comply with, the provisions of the PMWA governing the payment of wages, including but not limited to 43 Pa. Stat. Ann. § 333.104(a).

125. By failing and refusing to pay minimum wage to Plaintiffs Acker and Aquilino and the Pennsylvania class for all hours worked, Defendant has willfully violated the PMWA.

126. As a direct and proximate result of Defendant’s unlawful conduct, as set forth herein, Plaintiffs Acker and Aquilino and the Pennsylvania Class have sustained damages

³ At all relevant times, the Pennsylvania minimum wage was \$7.25 per hour.

including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover unpaid wage, including interest therein, liquidated damages, and reasonable attorneys' fees and costs pursuant to 43 Pa. Stat. Ann. §§ 333.113 and 260.10.

COUNT SIX
Unlawful Failure to Pay Minimum Wage
Maine Minimum Wage Law, 26 M.R.S. § 664(1)
Plaintiff Goody on behalf of the Maine Class

127. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

128. Plaintiff Goody and the proposed Maine Class assert this count pursuant to the Maine Minimum Wage Law, 26 Maine Revised Statutes (M.R.S.) § 664(1).

129. At all relevant times, Plaintiff Goody and the proposed Maine Class were non-exempt employees employed by Defendant within the meaning of 26 M.R.S. § 663.

130. The minimum wage provisions of 26 M.R.S. § 664(1) apply to Defendant's employment of Plaintiff Goody and the proposed Maine Class.

131. At all relevant times, Plaintiff Goody and the proposed Maine Class were not compensated for all hours worked at the applicable Maine minimum wage.⁴ The precise number of hours worked for which Plaintiff Goody and the proposed Maine Class were not paid the minimum wage will be proven at trial.

132. At all relevant times, Defendant was aware of, and under a duty to comply with, the provisions of the M.R.S. governing the payment of wages, including but not limited to 26

⁴ As relevant here, the Maine minimum wage was \$7.50 until January 1, 2017, \$9.00 from January 1, 2017 to December 31, 2017; \$10.00 from January 1, 2018 to December 31, 2018; \$11.00 from January 1, 2019 to December 31, 2019; \$12.00 from January 1, 2020 to December 31, 2020; \$12.15 from January 1, 2021 to December 31, 2021; \$12.75 from January 1, 2022 to December 31, 2022; and \$13.80 from January 1, 2023 to the present.

M.R.S. § 664(1).

133. By failing and refusing to compensate Plaintiff Goody and the proposed Maine Class for all hours worked, Defendant has violated the M.R.S.

134. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff Goody and the proposed Maine Class have sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover their unpaid earnings, including interest therein, and an additional amount as liquidated damages pursuant to the M.R.S. Plaintiff Goody and the proposed Maine Class are also entitled to recover reasonable attorneys' fees and costs, pursuant to 26 M.R.S. § 670.

COUNT SEVEN
Unlawful Failure to Pay Timely Wages
Maine Wage Payment Law, 26 M.R.S. §§ 621 & 626-A
Plaintiff Goody on behalf of the Maine Class

135. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

136. Plaintiff Goody and the proposed Maine Class assert this count pursuant to the 26 M.R.S. § 626-A for violations of 26 M.R.S. § 621-A.

137. At all relevant times, Plaintiff Goody and the proposed Maine Class were employees employed by Defendant within the meaning of 26 M.R.S. § 621-A.

138. Defendant failed to pay all wages due to Plaintiff Goody and the Maine Class on payday as required under 26 M.R.S. § 621-A.

139. Plaintiff Goody, through counsel, demanded all unpaid wages for himself and the Maine Class by letter mailed to Defendant's address on May 23, 2022, which was delivered on May 24, 2022. Defendant failed to pay Plaintiff Goody and the Maine Class all wages owed within eight days of receipt of the demand.

140. Accordingly, Defendant is liable pursuant to 26 M.R.S. § 626-A. Plaintiff Goody

and the Maine Class are entitled to recover their unpaid wages, including interest therein, and an additional amount of liquidated damages equal to twice the amount of unpaid wages pursuant to 26 M.R.S. § 626-A. Plaintiff Goody and the proposed Maine Class are also entitled to recover reasonable attorneys' fees and costs, pursuant to 26 M.R.S. § 626-A.

COUNT EIGHT
Unlawful Failure to Pay All Wages Owed
Maine Wage Payment Law, 26 M.R.S. §§ 626-A & 629
Plaintiff Goody on behalf of the Maine Class

141. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

142. Plaintiff Goody and the proposed Maine Class assert this count pursuant to the 26 M.R.S. § 626-A for violations of 26 M.R.S. § 629.

143. At all relevant times, Plaintiff Goody and the proposed Maine Class were employees employed by Defendant within the meaning of 26 M.R.S. § 629.

144. Defendant failed to pay Plaintiff Goody and the Maine Class for all hours worked as required under 26 M.R.S. § 629.

145. Plaintiff Goody, through counsel, demanded all unpaid wages for himself and the Maine Class by letter mailed to Defendant's address on May 23, 2022, which was delivered on May 24, 2022. Defendant failed to pay Plaintiff Goody and the Maine Class all wages owed within eight days of receipt of the demand.

146. Accordingly, Defendant is liable pursuant to 26 M.R.S. § 626-A. Plaintiff Goody and the Maine Class are entitled to recover their unpaid wages, including interest therein, and an additional amount of liquidated damages equal to twice the amount of unpaid wages pursuant to 26 M.R.S. § 626-A. Plaintiff Goody and the proposed Maine Class are also entitled to recover reasonable attorneys' fees and costs, pursuant to 26 M.R.S. § 626-A.

COUNT NINE
Unlawful Failure to Pay Minimum Wage
Massachusetts General Law Chapter 151 §§ 1, 20
Plaintiff Perry on behalf of the Massachusetts Class

147. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

148. Plaintiff Perry and the Massachusetts Class assert this count pursuant to M.G.L. chapter 151 §§ 1 and 20.

149. At all relevant times, Plaintiff Perry and the Massachusetts Class were Defendant's employees and Defendant was Plaintiff Perry and the Massachusetts Class's employer within the meaning of 454 CMR 27.02.

150. The minimum wage provisions of M.G.L. chapter 151 § 1 apply to Defendant's employment of Plaintiff Perry and the Massachusetts Class.

151. At all relevant times, Plaintiff Perry and the Massachusetts Class were not compensated by Defendant for all hours worked at the applicable Massachusetts minimum wage.⁵ The precise number of hours worked for which Plaintiff Perry and the Massachusetts Class were not paid the minimum wage will be proven at trial.

152. At all relevant times, Defendant was aware of, and under a duty to comply with, the provisions of the Massachusetts General Law governing the payment of wages, including but not limited to M.G.L. chapter 151 § 1.

153. By failing and refusing to compensate Plaintiff Perry and the Massachusetts Class for all hours worked at the applicable Massachusetts minimum wage, Defendant has violated M.G.L. chapter 151 § 1.

⁵ As relevant here, the Massachusetts minimum wage was \$12 from January 1, 2019 to December 31, 2019; \$12.75 from January 1, 2020 to December 31, 2020; \$13.50 from January 1, 2021 to December 31, 2021; \$14.25 from January 1, 2022 to December 31, 2022; and \$15.00 from January 1, 2023 to the present.

154. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff Perry and the Massachusetts Class have sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover their unpaid wages for all hours worked, including interest therein, treble damages as liquidated damages, and reasonable attorneys' fees and costs pursuant to M.G.L. chapter 151 § 20.

COUNT TEN
Unlawful Failure to Timely Pay Wages
Massachusetts General Law chapter 149 §§ 148, 150
Plaintiff Perry on behalf of the Massachusetts Class

155. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

156. Plaintiff Perry and the proposed Massachusetts Class assert this count pursuant to M.G.L. chapter 149 §§ 148 and 150.

157. At all relevant times, Defendant employed Plaintiff Perry and the Massachusetts Class, and Plaintiff Perry and the Massachusetts Class were Defendant's non-exempt employees under Massachusetts law.

158. Throughout the period relevant to this complaint, Defendants violated the rights of Plaintiff Perry and the Massachusetts Class by failing to pay them for all hours worked within the time set forth in M.G.L. chapter 149 § 148.

159. Plaintiff Perry filed a complaint with the Fair Labor Division of the Massachusetts Attorney General's Office regarding the wage violations addressed herein.

160. As a direct and proximate result of Defendant's unlawful conduct in violation of M.G.L. chapter 149 § 148 as set forth herein, Plaintiff Perry and the Massachusetts Class may recover from Defendant damages for lost wages and benefits, treble damages as liquidated

damages, and reasonable attorneys' fees and costs pursuant to M.G.L. chapter 149 § 150.

COUNT ELEVEN

Unlawful Failure to Pay Minimum Wage

New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56a4, 34:11-56a25

Plaintiffs Buck and Sexton on behalf of the New Jersey Class

161. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

162. Plaintiffs Buck and Sexton and the proposed New Jersey Class assert this count pursuant to New Jersey Wage and Hour Law ("NJWHL"), N.J.S.A. § 34:11-56a4.

163. At all relevant times, Plaintiffs Buck and Sexton and the proposed New Jersey Class were non-exempt employees employed by Defendant within the meaning of N.J.S.A. § 34:11-56a1.

164. The minimum wage provisions of N.J.S.A. § 34:11-56a4 apply to Defendant's employment of Plaintiffs Buck and Sexton and the proposed New Jersey Class.

165. At all relevant times, Plaintiffs Buck and Sexton and the proposed New Jersey Class were not compensated for all hours worked at the applicable New Jersey minimum wage.⁶ The precise number of hours worked for which Plaintiffs Buck and Sexton and the proposed New Jersey Class were not paid the minimum wage will be proven at trial.

166. At all relevant times, Defendant was aware of, and under a duty to comply with, the provisions of the NJWHL governing the payment of wages, including but not limited to N.J.S.A. § 34:11-56a4.

⁶ As relevant here, the New Jersey minimum wage was \$8.38 until December 31, 2016, \$8.44 from January 1, 2017 to December 31, 2017; \$8.60 from January 1, 2018 to December 31, 2018; \$8.85 from January 1, 2019 to June 30, 2019; \$10.00 from July 1, 2019 to December 31, 2019; \$11.00 from January 1, 2020 to December 31, 2020; \$12.00 from January 1, 2021 to December 31, 2021; \$13.00 from January 1, 2022 to December 31, 2022; and \$14.13 from January 1, 2023 to the present.

167. By failing and refusing to compensate Plaintiffs Buck and Sexton and the proposed New Jersey Class for all hours worked, Defendant has violated the NJWHL.

168. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs Buck and Sexton and the proposed New Jersey Class have sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover their unpaid wages, including interest therein, and reasonable attorneys' fees and costs pursuant to N.J.S.A. § 34:11-56a25. As the failure to pay minimum wage was not an inadvertent error made in good faith and Defendant did not have a reasonable basis for believing its failure to pay minimum wage was not a violation, Plaintiffs Buck and Sexton and the New Jersey Class are also entitled to liquidated damages equal to 200 percent of the unpaid minimum wages. *Id.*

COUNT TWELVE
Unlawful Failure to Pay Timely Wages
New Jersey Wage Payment Law, N.J.S.A. §§ 34:11-4.2, 34:11-4.10
Plaintiffs Buck and Sexton on behalf of the New Jersey Class

169. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

170. Plaintiffs Buck and Sexton and the proposed New Jersey Class assert this count pursuant to the New Jersey Wage Payment Law for violations of N.J.S.A. § 34:11-4.2.

171. At all relevant times, Plaintiffs Buck and Sexton and the proposed New Jersey Class were non-exempt employees employed by Defendant within the meaning of N.J.S.A. § 34:11-4.1.

172. Defendant failed to pay the full amount of wages due to Plaintiffs Buck and Sexton and the proposed New Jersey Class at least twice during each calendar month, on regular paydays designated in advance, in violation of N.J.S.A. § 34:11-4.2.

173. Accordingly, Defendant is liable pursuant to N.J.S.A. § 34:11-4.10. Plaintiffs Buck and Sexton and the New Jersey Class are entitled to recover their unpaid wages, including interest therein, and reasonable attorneys' fees and costs pursuant to N.J.S.A. § 34:11-4.10. As the failure to pay timely wages was not an inadvertent error made in good faith and Defendant did not have a reasonable basis for believing its failure to timely pay wages was not a violation, Plaintiffs Buck and Sexton and the New Jersey Class are also entitled to liquidated damages. *Id.*

COUNT THIRTEEN
Unlawful Failure to Pay Minimum Wage
Ohio Constitution, Article II, Section 34a
Plaintiffs Kent and Powell on behalf of the Ohio Class

174. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

175. At all relevant times, Defendant employed Plaintiffs Kent and Powell and the proposed Ohio Class, and Plaintiffs Kent and Powell and the proposed Ohio Class were Defendant's non-exempt employees within the meaning of Article II, Section 34a of the Ohio Constitution.

176. The minimum wage provisions of Article II, Section 34a of the Ohio Constitution apply to Defendant's employment of Plaintiffs Kent and Powell and the proposed Ohio Class.

177. Plaintiffs Kent and Powell and the proposed Ohio Class are not exempt from the minimum wage requirements of the Ohio Constitution.

178. At all relevant times, Plaintiffs Kent and Powell and the proposed Ohio Class were not compensated for all hours worked at the applicable Ohio minimum wage.⁷ The precise

⁷ As relevant here, the Ohio minimum wage was \$8.70 from January 1, 2020 to December 31, 2020; \$8.80 from January 1, 2021 to December 31, 2021; \$9.30 from January 1, 2022 to December 31, 2022; and \$10.10 from January 1, 2023 to the present.

number of hours worked for which Plaintiffs Kent and Powell and the proposed Ohio Class were not paid the minimum wage will be proven at trial.

179. At all relevant times, Defendant was aware of, and under a duty to comply with, the provisions of the Ohio law governing the payment of wages, including but not limited to Article II, Section 34a of the Ohio Constitution.

180. By failing and refusing to compensate Plaintiffs Kent and Powell and the proposed Ohio Class for all hours worked, Defendant violated Article II, Section 34a of the Ohio Constitution.

181. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs Kent and Powell and the proposed Ohio Class have sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover their unpaid wages, including interest therein, an additional two times the amount of unpaid wages in damages, and costs and reasonable attorney's fees pursuant to Article II, Section 34a of the Ohio Constitution.

COUNT FOURTEEN
Unlawful Failure to Maintain Wage and Hour Records
Ohio Constitution, Article II, Section 34a
Plaintiffs Kent and Powell on behalf of the Ohio Class

182. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

183. Plaintiffs Kent and Powell and the proposed Ohio Class assert this count pursuant to Article II, Section 34a of the Ohio Constitution.

184. At all relevant times, Defendant employed Plaintiffs Kent and Powell and the proposed Ohio Class, and Plaintiffs Kent and Powell and the proposed Ohio Class were Defendant's employees under Ohio law.

185. Upon information and belief, Defendant failed to create and maintain records of

the pay rate, hours worked each day, and amount paid to Plaintiffs Kent and Powell and the proposed Ohio class pursuant to Article II, Section 34a of the Ohio Constitution.

186. By failing and refusing to maintain such records, Defendant violated Article II, Section 34a of the Ohio Constitution.

187. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs Kent and Powell and the proposed Ohio Class may recover the damages provided for under Article II, Section 34a of the Ohio Constitution, together with costs and reasonable attorneys' fees.

COUNT FIFTEEN
Unlawful Failure to Pay Timely Wages
Ohio Prompt Pay Act, O.R.C. § 4113.15
Plaintiffs Kent and Powell on behalf of the Ohio Class

188. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

189. Plaintiffs Kent and Powell and the proposed Ohio Class assert this count pursuant to O.R.C. § 4113.15.

190. At all relevant times, Defendant employed Plaintiffs Kent and Powell and the proposed Ohio Class, and Plaintiffs Kent and Powell and the proposed Ohio Class were Defendant's employees within the meaning of O.R.C. § 4113.15 and were not exempt from its protections.

191. O.R.C. § 4113.15(A) requires that Defendant pay Plaintiffs Kent and Powell and the proposed Ohio Class all wages on or before the first day of each month, for wages earned during the first half of the preceding month ending with the fifteenth day thereof, and on or before the fifteenth day of each month, for wages earned during the last half of the preceding calendar month.

192. By failing to pay Plaintiffs Kent and Powell and the proposed Ohio class the wages due to them semimonthly, Defendant has violated O.R.C. § 4113.15.

193. Accordingly, Defendant is liable pursuant to O.R.C. § 4113.15. Plaintiffs Kent and Powell and the proposed Ohio Class are entitled to recover their unpaid wages, including interest therein, and liquidated damages pursuant to O.R.C. § 4113.15(B).

COUNT SIXTEEN
Unlawful Failure to Pay Overtime
Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent

194. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

195. Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent assert this count pursuant to 29 U.S.C. § 216(b). Plaintiffs consent to join this action. Copies of Plaintiffs' consents to sue were attached to the initial Complaint as an exhibit or subsequently filed on the docket. ECF Nos. 1, 76, 133, 140, 146, 153.

196. At all relevant times, Defendant was an employer engaged in commerce and/or in the production of goods for commerce within the meaning of the FLSA. *See* 29 U.S.C. §§ 203(b), 203(s)(1).

197. At all relevant times, Defendant employed Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent, and Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent were Defendant's employees, within the meaning of the FLSA. *See* 29 U.S.C. §§ 203(e), 203(g).

198. At all relevant times, Defendant has had gross operating revenue in excess of \$500,000.

199. The FLSA requires covered employers like Defendant to pay employees like Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent no less than one-and-a-half times their regular rate of pay for all hours worked in excess of forty in a workweek. *See* 29 U.S.C. § 207.

200. Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent's employment do not fall under any of the exemptions to the overtime requirements of the FLSA. *See* 29 U.S.C. § 213.

201. As described above, Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent worked more than forty hours per week for Defendant.

202. At all relevant times, Defendant did not properly compensate Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent for all hours worked in excess of forty in a workweek, as required by the FLSA.

203. At all relevant times, Defendant knew that Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent had worked overtime without proper compensation, and willfully and intentionally failed and refused to pay Plaintiffs Acker, Perry, Buck, Sexton, Powell, and Kent wages at the required overtime rates. *See* 29 U.S.C. § 255.

COUNT SEVENTEEN
Unlawful Failure to Pay Overtime
Pennsylvania Minimum Wage Act, 43 Pa. Stat. Ann. § 333.104(c)
Plaintiff Acker

204. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

205. Plaintiff Acker asserts this count pursuant to the PMWA, 43 Pa. Stat. Ann. § 333.104(c).

206. At all relevant times, Plaintiff Acker was Defendant's non-exempt employee and Defendant was an employer within the meaning of the PMWA, 43 Pa. Stat. Ann. § 333.103.

207. The overtime wage provisions of the PMWA, § 333.104(c), apply to Defendant's employment of Plaintiff Acker.

208. As described above, Plaintiff Acker worked more than forty hours in a week, but was not paid overtime by Defendant. The precise number of hours worked for which Plaintiff Acker was not paid overtime premiums will be proven at trial.

209. At all relevant times, Defendant was aware of, and under a duty to comply with, the provisions of the PMWA governing the payment of wages, including but not limited to 43 Pa. Stat. Ann. § 333.104(c).

210. By failing and refusing to pay overtime premiums to Plaintiff Acker for all hours worked in excess of forty per week, Defendant has willfully violated the PMWA and its supporting regulations.

211. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff Acker has sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and is entitled to recover unpaid overtime premiums, including interest therein, liquidated damages, and reasonable attorneys' fees and costs pursuant to 43 Pa. Stat. Ann. §§ 333.113 and 260.10.

COUNT EIGHTEEN
Unlawful Failure to Pay Overtime
Massachusetts General Law Chapter 151, §§ 1A, 1B
Plaintiff Perry

212. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

213. Plaintiff Perry asserts this count pursuant to M.G.L. chapter 151, §§ 1A and 1B.

214. At all relevant times, Plaintiff Perry was a non-exempt employee employed by Defendant within the meaning of 454 CMR 27.02.

215. The overtime wage provisions of M.G.L. chapter 151, § 1A apply to Defendant's employment of Plaintiff Perry.

216. As described above, Plaintiff Perry worked more than forty hours per week for Defendant and was not paid overtime premiums at a rate not less than one and one half times the regular rate for hours actually worked in excess of forty per week. The precise number of hours worked for which Plaintiff Perry was not paid overtime premiums will be proven at trial.

217. At all relevant times, Defendant was aware of, and under a duty to comply with, the provisions of the M.G.L. governing the payment of wages, including but not limited to M.G.L. chapter 151, § 1A.

218. By failing and refusing to pay overtime premiums to Plaintiff Perry for all hours actually worked in excess of forty per week, Defendant has violated M.G.L. chapter 151, § 1A.

219. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff Perry sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and is entitled to recover unpaid overtime premiums, including interest therein, treble damages as liquidated damages, and reasonable attorneys' fees and costs pursuant to M.G.L. chapter 151 § 1B.

COUNT NINETEEN
Unlawful Failure to Pay Overtime
New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56a4, 34:11-56a25
Plaintiffs Buck and Sexton

220. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

221. Plaintiffs Buck and Sexton assert this count pursuant to the NJWHL, N.J.S.A. § 34:11-56a4.

222. At all relevant times, Plaintiffs Buck and Sexton were Defendant's employee and Defendant was an employer within the meaning of the NJWLH, § 34:11-56a1.

223. The overtime wage provisions of the NJWLH, § 34:11-56a4, apply to Defendant's employment of Plaintiffs Buck and Sexton.

224. As described above, Plaintiffs Buck and Sexton worked more than forty hours in a week, but were not paid overtime by Defendant. The precise number of hours worked for which Plaintiffs Buck and Sexton were not paid overtime premiums will be proven at trial.

225. At all relevant times, Defendant was aware of, and under a duty to comply with,

the provisions of the NJWHL governing the payment of wages, including but not limited to § 34:11-56a4.

226. By failing and refusing to pay Plaintiffs Buck and Sexton at one-and-one-half times their regular rate for all hours worked in excess of forty per week, Defendant has violated the NJWHL and its supporting regulations.

227. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs Buck and Sexton have sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover unpaid overtime premiums, including interest therein, and reasonable attorneys' fees and costs pursuant to § 34:11-56a25. As Defendant did not have a good faith basis to believe that the failure to overtime wages was in compliance with the law, Plaintiffs Buck and Sexton are also entitled to liquidated damages. *Id.*

COUNT TWENTY
Unlawful Failure to Pay Overtime
Ohio Minimum Fair Wage Standards Act, O.R.C. §§ 4111.03 and 4111.10
Plaintiffs Kent and Powell

228. The allegations of each of the preceding paragraphs are re-alleged and incorporated herein by reference.

229. Plaintiffs Kent and Powell assert this count pursuant to O.R.C. §§ 4111.03(A) and 4111.10(A).

230. At all relevant times, Defendant employed Plaintiffs Kent and Powell, and Plaintiffs Kent and Powell were Defendant's employee within the meaning of O.R.C. § 4111.03(D) and not otherwise exempt.

231. The overtime wage provisions of O.R.C. § 4111.03 apply to Defendant's employment of Plaintiffs Kent and Powell.

232. As described above, Plaintiffs Kent and Powell worked more than forty hours in a

week, but were not paid overtime by Defendant. The precise number of hours worked for which Plaintiffs Kent and Powell were not paid overtime premiums will be proven at trial.

233. At all relevant times, Defendant was aware of, and under a duty to comply with the Ohio Minimum Fair Wage Standards Act, including but not limited to O.R.C. § 4111.03(A).

234. By failing and refusing to pay Plaintiffs Kent and Powell at one-and-one-half times their regular rate for all hours worked in excess of forty per week, Defendant has violated O.R.C. § 4111.03(A).

235. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs Kent and Powell have sustained damages including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial, and are entitled to recover unpaid overtime premiums, including interest therein, and costs and reasonable attorney's fees pursuant to O.R.C. § 4111.10(A).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, and all those similarly situated, collectively request that this Honorable Court:

1. Issue an order certifying this action as a collective action under the FLSA and designating Plaintiffs as representatives of all those similarly situated, 29 U.S.C. § 216(b).
2. Authorize that notice of this collective action be issued by the Court or Plaintiffs to all persons who have participated in Defendant's ARCs at any time during the three years immediately preceding the filing of this suit, up through and including the date this notice is issued. Such notice shall inform these persons of the filing of this civil action, the nature of the action, and their right to join this lawsuit if they believe they were denied proper wages pursuant to 29 U.S.C. § 216(b).
3. Grant leave to add additional plaintiffs or claims by motion, the filing of consent

forms, or any other method approved by the Court.

4. Issue an order certifying the New York Class, the Pennsylvania Class, the Massachusetts Class, the New Jersey Class, the Ohio Class, the Maine Class pursuant to Federal Rule of Civil Procedure 23.

5. Issue an order appointing Plaintiffs Centanni, Acker, Aquilino, Perry, Buck, Sexton, Kent, Powell, and Goody as representatives of the classes they seek to represent.

6. Issue an order appointing Plaintiffs' counsel as Class Counsel for all of the Classes.

7. Issue an order providing for notice to the Classes.

8. Enter a declaratory judgment that Defendant's violations were unlawful under the FLSA and were willful.

9. Award Plaintiffs and all those similarly situated actual damages for unpaid wages and liquidated damages equal to the unpaid wages found due to Plaintiffs and the proposed FLSA Collective as provided by the FLSA, 29 U.S.C. § 216(b).

10. Award Plaintiffs and all those similarly situated pre- and post-judgment interest at the relevant statutory rate as provided by the FLSA, 29 U.S.C. § 216(b).

11. Award Plaintiffs and all those similarly situated attorneys' fees, costs (including expert fees), and disbursements as provided by the FLSA, 29 U.S.C. § 216(b).

12. Award Plaintiff Centanni and the New York Class actual damages for unpaid wages, liquidated damages, statutory damages, penalties, attorneys' fees, costs, and interest, as provided under New York law.

13. Award Plaintiffs Acker and Aquilino and the Pennsylvania Class actual damages for unpaid wages, liquidated damages, attorneys' fees, costs, and interest, as provided under Pennsylvania law.

14. Award Plaintiff Goody and the Maine Class actual damages for unpaid wages, liquidated damages, statutory damages, penalties, attorneys' fees, costs, and interest, as provided under Maine law.

15. Award Plaintiff Perry and the Massachusetts Class actual damages for unpaid wages, liquidated damages, attorneys' fees, costs, and interest, as provided under Massachusetts law.

16. Award Plaintiffs Buck and Sexton and the New Jersey Class actual damages for unpaid wages, liquidated damages, attorneys' fees, costs, and interest, as provided under New Jersey law.

17. Award Plaintiff Kent and Powell and the Ohio Class actual damages for unpaid wages, liquidated damages, attorneys' fees, costs, and interest, as provided under Ohio law.

18. Award Plaintiffs, the New York Class, the Pennsylvania Class, the Maine Class, the Massachusetts Class, the New Jersey Class, and the Ohio Class, and all others similarly situated further legal and equitable relief as this Court deems necessary, just, and proper.

JURY DEMAND

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a trial by jury on all issues so triable.

DATED: December 11, 2023

Respectfully submitted,

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